



## ING Bank N.V.

*(Incorporated in the Netherlands with its statutory seat in Amsterdam)*

### Securities Note

constituting part of the base prospectus consisting of separate documents in relation to the Issuer's

#### Certificates and Warrants Programme

Under the Certificates and Warrants Programme (the "**Programme**"), ING Bank N.V. (the "**Issuer**", which expression shall include any Substituted Obligor (as defined in Condition 11 of the General Certificate Conditions and Condition 10 of the General Warrant Conditions)) may from time to time issue:

- (a) certificates, as more fully defined in the section entitled "General Certificate Conditions" (the "**Certificates**") relating to indices, shares, currencies, commodities, funds, government bonds, other bonds and index futures contracts; and
- (b) warrants, as more fully defined in the section entitled "General Warrant Conditions" (the "**Warrants**") relating to indices, shares, currencies, commodities and government bonds.

Certificates and Warrants are each referred to in this Securities Note as "**Securities**" and the holders thereof "**Securityholders**". Securities may be denominated in any currency determined by the Issuer. At the discretion of the Issuer, Certificates are offered and/or listed under the name "Sprinter Certificates" or "ING Turbo Certificates". There is no limit on the number of Securities which may be issued under the Programme. The Securities will not contain any provision that would oblige the Issuer to gross-up any amounts payable thereunder in the event of any withholding or deduction for or on account of taxes levied in any jurisdiction. The Securities will be issued on a continuing basis by the Issuer to purchasers thereof.

Together with the registration document of the Issuer dated 25 March 2022, as supplemented from time to time (the "**Registration Document**"), this Securities Note forms part of the Issuer's base prospectus consisting of separate documents within the meaning of Article 8(6) of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") (the Registration Document together with this Securities Note, the "**Prospectus**").

This Securities Note has been drawn up in accordance with Annexes 14, 17, 22 and 28 of the Commission Delegated Regulation (EU) 2019/980, as amended and has been approved by the Netherlands Authority for the Financial Markets (the "**AFM**") under the Prospectus Regulation and relevant implementing measures in the Netherlands. **The AFM only approves this Securities Note as meeting the standard of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Securities that are the subject of this Securities Note and investors should make their own assessment as to the suitability of investing in the Securities.**

The Issuer has requested the AFM to notify the competent authorities in each of Belgium, France, Germany, Italy, Luxembourg, Poland and Spain providing it with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Regulation (a "**Notification**"). The Issuer may from time to time request the AFM to provide to competent authorities of other member states of the European Economic Area ("**EEA**") further Notifications concerning the approval of the Prospectus consisting of separate documents (i.e. this Securities Note and the Registration Document).

Securities to be issued under the Programme during the period of twelve months from the date of this Securities Note which are:

- (a) offered to the public in Belgium, France, Germany, Italy, Luxembourg, Poland, Spain, the Netherlands or elsewhere in the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation, whether or not such Securities are listed and admitted to trading on any market; or
- (b) (i) admitted to trading on Euronext in Amsterdam (including on its Structured Note MTF), a regulated market of Euronext Amsterdam N.V. ("**Euronext Amsterdam**"); (ii) admitted to trading on the regulated market (including on its Structured Note MTF) of Euronext Paris S.A. ("**Euronext Paris**"); (iii) admitted to trading on the parallel market of the Warsaw Stock Exchange (*Giełda Papierów Wartościowych w Warszawie S.A.*) ("**Warsaw Stock Exchange**"); (iv) admitted to trading on a regulated market (*Regulierter Markt*) or the unregulated market (*Freiverkehr*) of the Frankfurt Stock Exchange (the "**Frankfurt Stock Exchange**"); (v) admitted to trading on another regulated market within the EEA or (vi) admitted to trading on an unregulated market as defined under Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as

amended from time to time (“**MiFID II**”),

are hereinafter referred to as the “**PR Securities**”. PR Securities may be issued as agreed between the Issuer and the relevant Dealer(s) (as defined herein) either as PR Securities which (i) are offered to the public and do not fall under an exemption from the requirement to publish a prospectus pursuant to Article 3(4) of the Prospectus Regulation, which are referred to hereinafter as “**Non-Exempt PR Securities**” or (ii) are offered to the public under an exemption from the requirement to publish a prospectus under Article 3(4) of the Prospectus Regulation, which are referred to hereinafter as “**Exempt PR Securities**”.

The Issuer may also issue unlisted Securities and/or Securities not admitted to trading on any regulated market within the European Economic Area and, where such Securities in addition fall within an exemption from the requirement to publish a prospectus under the Prospectus Regulation or Article 23 of Regulation (EU) 2017/1129, such Securities are hereinafter referred to as “**Exempt Securities**”.

*The AFM has neither approved nor reviewed information contained in this Securities Note in connection with the issue of any Exempt Securities.*

Prospective investors should have regard to the factors described under the section entitled “Risk Factors” in this Securities Note.

Amounts payable under the Securities may be calculated by reference to the Euro Interbank Offered Rate (“**EURIBOR**”) which is provided by the European Money Markets Institute (“**EMMI**”) as administrator, or any other benchmark. As at the date of this Securities Note, EMMI appears on the register of administrators and benchmarks (the “**ESMA Benchmarks Register**”) established and maintained by the European Securities and Markets Authority (“**ESMA**”) pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) (the “**Benchmarks Regulation**”).

The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law the Issuer does not intend to update the Securities Note to reflect any change in the registration status of the administrator.

*The Securities can be of a speculative nature and an investment in the Securities involves certain risks. Prospective investors should have regard to the risks described under the section entitled “Risk Factors” in this Securities Note, which, together with the section entitled “Risk Factors” included in the Registration Document, contains all material risks currently known to the Issuer. There may be other (material) risks which are currently not known to the Issuer. Prior to any decision to invest in the Securities, prospective investors should have regard to the risks described under the section entitled “Risk Factors” in this Securities Note and should seek independent professional advice. Amongst other things, investors should be aware that the Certificates are leveraged products and that an investment in the Certificates is more speculative than a direct investment in the Underlying (as defined herein), and investors could lose up to the entire value of their investment.*

Tranches of Securities to be issued under the Programme will be unrated. The Prospectus is valid for 12 months after the approval of this Securities Note in relation to PR Securities. The obligation by the Issuer to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

*Any decision to purchase the Securities should be made on a consideration of the Prospectus as a whole (comprising this Securities Note and the Registration Document) and including the relevant Final Terms.*

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SECURITIES NOTE

Dated 4 August 2022

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## OVERVIEW OF THE PROGRAMME

*The following overview is qualified in its entirety by the more detailed information contained elsewhere in the Prospectus. Capitalised terms used herein and not otherwise defined have the respective meanings given to them in the Certificate Conditions or Warrant Conditions (each as defined below) (together, the “Conditions”).*

### Introduction

Under the terms of the Programme, the Issuer may from time to time issue Certificates and Warrants.

#### Certificates

In respect of the Certificates, the Issuer may from time to time issue Certificates relating to:

- a specified index or a range of indices (“**Index Certificates**”);
- a specified share or a range of shares (“**Share Certificates**”);
- a specified government bond or a range of government bonds (“**Government Bond Certificates**”);
- a specified other bond or a range of other bonds (“**Other Bond Certificates**”);
- a specified currency or a range of currencies (“**Currency Certificates**”);
- a specified commodity or a range of commodities (“**Commodity Certificates**”);
- a specified fund or a range of funds (“**Fund Certificates**”); or
- a specified index futures contract or a range of index futures contracts (“**Index Futures Certificates**”),

as described further under “*Overview of the Certificates*” below.

#### Warrants

In respect of the Warrants, the Issuer may from time to time issue Warrants relating to:

- a specified index or a range of indices (“**Index Warrants**”);
- a specified share or a range of shares (“**Share Warrants**”);
- a specified government bond or a range of government bonds (“**Government Bond Warrants**”);
- a specified currency or a range of currencies (“**Currency Warrants**”); or
- a specified commodity or a range of commodities (“**Commodity Warrants**”).

as described further under “*Overview of the Warrants*” below.

### Overview of the Certificates

#### Main parties

Issuer:	ING Bank N.V.
Legal Entity Identifier (LEI) Number of the Issuer:	3TK20IVIUJ8J3ZU0QE75
Calculation Agent:	ING Bank N.V.
Principal Certificate Agent:	ING Bank N.V. or BNP Paribas Securities Services S.C.A., Poland Branch, as specified in the Final

## Terms

### Certificate Conditions and Final Terms

The terms and conditions applicable to particular Certificates (the “**Certificate Conditions**”) are contained in (i) the General Certificate Conditions which are applicable to all Certificates, (ii) the Certificate Product Conditions applicable to the particular type of Certificates being issued and (iii) the Final Terms applicable to the particular Series being issued.

A description of the applicable Final Terms is set out herein under the section entitled “Form of Final Terms for Certificates” (being the form of Final Terms in respect of the issuance of Certificates). Each set of Final Terms will specify, with respect to the issuance of Certificates to which it relates, *inter alia*, the specific designation of the Certificates, the aggregate number and type of the Certificates, the date of issue of the Certificates, the issue price, the exercise price, the underlying asset, index or other item(s) to which the Certificates relate, the exercise period or date and certain other terms relating to the offering and sale of the Certificates. The Final Terms supplement the Certificate Conditions and, in the case of Certificates that are Exempt Securities, the Final Terms may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the relevant Certificate Conditions, supplement, replace or modify the Certificate Conditions. Certificates, or interests therein, may not at any time be offered, sold, resold, traded or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. person.

Each issue of Certificates will entitle the holder thereof (on due exercise and subject to certification as to non-U.S. beneficial ownership) to receive a cash amount (if any) calculated in accordance with the relevant terms, all as set forth herein and in the applicable Final Terms.

### Risks

Prospective purchasers of Certificates should ensure that they understand the nature of the relevant Certificates and the extent of their exposure to risks and that they consider the suitability of the relevant Certificates as an investment in the light of their own circumstances and financial condition. Certificates involve a high degree of risk, including the risk of their expiring worthless. Potential investors should be prepared to sustain a total loss of the purchase price of their Certificates. See the section entitled “Risk Factors”.

### Description of the products, key product features and how the value of the Certificates is affected by the value of the Underlying

*Description of Certificates:*

The Certificates are either:

- (w) Open Ended Certificates
- (x) Best Certificates; or
- (y) Fixed Leverage Certificates (which may be Index Certificates only); or
- (z) Tracker Certificates (which may be Index Certificates only),  
in each case, being Certificates without a fixed maturity or expiration date, which can be exercised by Certificateholders or by the Issuer pursuant to and in accordance with the Issuer Call (as defined below) (collectively, “**Open Ended Maturity Certificates**”); or
- (i) Limited Certificates, being Certificates with a fixed maturity or

expiration date, which will be exercised automatically following the Final Valuation Date or on any other applicable date by the Issuer pursuant to and in accordance with the Issuer Call (as defined below).

Certificates track the Underlying in a linear manner either on an open ended basis (in the case of Open Ended Maturity Certificates) or until the relevant Final Valuation Date (in the case of Limited Certificates).

*“Sprinter Certificates” or “ING Turbo Certificates”:*

At the discretion of the Issuer and as designated in the applicable Final Terms, Certificates are offered and/or listed under the name “Sprinter Certificates” or “ING Turbo Certificates”. The marketing name for the Certificates varies per jurisdiction and may be: (i) “Mini Futures”, “(ING) Turbo” or “Sprinter” in the case of Open Ended Certificates; or (ii) “Open End Turbos”, “Sprinter Best” or “(ING) Turbo Best” in the case of Best Certificates.

Key product features:

The brief explanation on certain key product features provided in the paragraphs below applies to Certificates issued under the Programme generally. However, please note that:

1. the following key product feature does not apply to Open Ended Certificates:
  - (a) Management Fee Amount
  - (b) Gap Cost Amount
2. the following key product feature does not apply to Best Certificates:
  - (a) Management Fee Amount
  - (b) Gap Cost Amount
3. the following key product features do not apply Limited Certificates:
  - (a) Certificateholder’s right of Exercise
  - (b) Management Fee Amount
  - (c) Gap Cost Amount
4. the following key product features do not apply Fixed Leverage Certificates:
  - (a) Stop Loss
  - (b) Short Certificates
  - (c) Current Financing Level
  - (d) Funding Cost
  - (e) Current Spread
  - (f) Prevailing Rate
  - (g) Exchange Rates
  - (h) Entitlement
5. the following key product features do not apply to Tracker Certificates:

- (a) Stop Loss
- (b) Short Certificates
- (c) Current Financing Level
- (d) Funding Cost
- (e) Current Spread
- (f) Prevailing Rate
- (g) Management Fee Amount
- (h) Gap Cost Amount

*Stop Loss:*

(Not applicable to Fixed Leverage Certificates and Tracker Certificates)

With the exception of Fixed Leverage Certificates and Tracker Certificates, a feature of Certificates is the stop loss.

The stop loss feature ensures that the value of the Certificates will never be negative. If the value of the Underlying (as defined below) reaches a pre-determined level (the so-called “stop loss price”, and such event, a “**Stop Loss Event**”), this will result in the early termination of the Certificates.

Following a Stop Loss Event, the Certificates pay an amount determined by reference to the value of the underlying index (including in the case of an index, the index and its constituent elements), share, currency, commodity, fund, government bond, other bond or index future (each an “**Underlying**”) on one or more specified days, subject to the certificate entitlement. However, in case of Best Certificates and Limited Certificates, following such Stop Loss Event the cash amount to be received by a Certificateholder will always be zero.

The maximum loss to an investor in Certificates upon termination for a Stop Loss Event is the initial amount invested.

*Current Financing Level:*

(Not applicable to Fixed Leverage Certificates and Tracker Certificates)

As further described below, the Certificates enable investors to participate in any gains or falls in the value of the Underlying by investing only part of the value of the Underlying. The remaining portion (the “**Current Financing Level**”) is financed by the Issuer. Investors will generally pay interest on the Current Financing Level.

If the Underlying is an index, a fund or an equity share, the Current Financing Level may be adjusted if such Underlying (or, for an index, a component share included in such index) goes ex-dividend, by deducting any cash dividends declared (after deduction of taxes) from the Current Financing Level.

If the Underlying is a commodity futures contract, a government bond futures contract, an other bond futures contract or an index futures contract, the Current Financing Level may be adjusted on dates (if any) on which such futures contract is rolled forward, by deducting the rollover spread. If the rollover spread is positive, this will reduce the

Current Financing Level and the value of the Certificates will rise (in the case of Long Certificates) or fall (in the case of Short Certificates). If the rollover spread is negative, this will increase the Current Financing Level and the value of the Certificates will fall (in the case of Long Certificates) or rise (in the case of Short Certificates).

*Funding Cost:*

(Not applicable to Fixed Leverage Certificates and Tracker Certificates)

The funding cost is the interest (or income) payable (or received) by the Certificateholder on the Current Financing Level. The funding cost will increase the Current Financing Level on a daily basis. The funding cost is determined by reference to (a) the Current Financing Level, (b) the current spread, and (c) if the Underlying is not a commodity futures contract, a government bond futures contract or an index futures contract, the prevailing rate.

*Current Spread:*

(Not applicable to Fixed Leverage Certificates and Tracker Certificates)

The current spread is a spread determined by the Calculation Agent by reference to the financing level currency, the prevailing market conditions and any other factors that the Calculation Agent determines to be relevant. A rise in the current spread will increase the funding cost and have a negative impact on the value of the Certificates.

*Prevailing Rate:*

(Not applicable to Fixed Leverage Certificates and Tracker Certificates)

The prevailing rate is the reference rate for deposits or borrowing transactions in the relevant currency a designated maturity of (or based on a compounded rate for) either three months, one month or overnight. A rise in the prevailing rate will increase the funding cost and have a negative impact on the value of the Certificates.

*Entitlement:*

(Not applicable to Fixed Leverage Certificates)

The entitlement is the ratio of the value of a Certificate to the value of the Underlying. For most Certificates, the entitlement will be equal to one. However, if the value of the Underlying is very large or small, the entitlement may be less than or more than one accordingly.

*Exchange Rates:*

(Not applicable to Fixed Leverage Certificates)

If the Underlying is denominated in a currency different to the settlement currency of the Certificates, a rise in the currency of the Underlying against the settlement currency will have a positive effect on the value of the Certificates, whereas a fall in the currency of the Underlying against the settlement currency will have a negative effect on the value of the Certificates.

*Management Fee Amount:*

(Applicable to Fixed Leverage Certificates only)

In the case of Fixed Leverage Certificates, any return on the Certificates is subject to the deduction of management fees (the “**Management Fee Amount**”).

*Gap Cost Amount:*

(Applicable to Fixed Leverage Certificates only)

In the case of Fixed Leverage Certificates, any return on the Certificates is subject to the deduction of an amount in connection with the Issuer’s management of the gap risk in respect of significant and sudden movements in the level of the Underlying (the “**Gap Cost Amount**”). A key component of the Gap Cost Amount is the “**Gap Cost**” which is determined by the Issuer by reference to prevailing market conditions affecting the volatility of the Underlying and the Issuer’s associated hedging costs and which is subject to a specified maximum amount (the “**Maximum Gap Cost**”). The Issuer may, upon notice to



Certificateholders, increase the Maximum Gap Cost.

The Gap Cost reflects the costs that the Issuer incurs to unwind any hedging arrangement it has made in respect of the issue of the Certificates, which costs are passed on by the Issuer to the Certificateholders (by means of deducting the Gap Cost Amount from any return on the Certificates).

*Gap Risk Premium*

(Applicable to Best Certificates only)

Best Certificates are subject to movements of the Underlying. The return on Best Certificates is subject to the deduction of an amount in connection with the Issuer's management of the gap risk in respect of a Stop Loss Event occurring (the "**Gap Risk Premium**"). The Gap Risk Premium is calculated on the theoretical price of a Best Certificate. The Gap Risk Premium may vary depending on the volatility of the Underlying. Any decrease of the Gap Risk Premium can adversely affect the return on Best Certificates.

*Issuer Call:*

At any time from (and including) the sixth calendar day following the date on which Certificates have been issued, the Issuer may terminate such Certificates, in whole but not in part, on any business day by giving Certificateholders at least five (5) business days notice of its intention to terminate the Certificates (this feature, the "**Issuer Call**").

*Certificateholder's right of Exercise:*

(Not applicable to Limited Certificates)

Provided no Stop Loss Event (which, for the avoidance of doubt, shall not apply to Fixed Leverage Certificates or Tracker Certificates) has occurred, and notwithstanding notice of an Issuer Call, the Best Certificates, Open Ended Certificates, Fixed Leverage Certificates and Tracker Certificates are exercisable on the third business day preceding the scheduled Valuation Date (as indicated in the applicable Final Terms) by delivery of a notice prior to the Exercise Time (as indicated in the applicable Final Terms) on the Exercise Date (this feature, the "**Exercise**").

Please note that the Exercise is not available for Limited Certificates.

*Long and Short Certificates:*

Each Certificate (other than Fixed Leverage Certificates and Tracker Certificates) may be long or short.

Fixed Leverage Certificates and Tracker Certificates may only be Long Certificates.

– Long Certificates

"**Long Certificates**" are designed to enable the investor to profit from rising markets. Long Certificates track the Underlying. If the value of the Underlying rises, the value of the Long Certificate is also expected to rise, subject, where applicable, to the cost of financing provided by the Issuer (or, in the case of Fixed Leverage Certificates, certain costs of the Issuer in hedging the Certificate), movements in any applicable foreign exchange rate and any expenses. If the value of the Underlying falls, the value of the Long Certificate is also expected to fall, subject, where applicable, to the cost of financing provided by the Issuer and taking into account any applicable foreign exchange rate and any expenses.

– Short Certificates

"**Short Certificates**" are designed to enable the investor to profit from

(Not applicable to Fixed  
Leverage Certificates and  
Tracker Certificates)

declining markets. Short Certificates track the Underlying in an inverse manner. If the value of the Underlying drops, the value of the Short Certificate is also expected to rise, subject to the cost of financing provided by the Issuer, movements in any applicable foreign exchange rate and any expenses. If the value of the Underlying rises, the value of the Short Certificate is expected to fall, subject to the cost of financing provided by the Issuer and taking into account any applicable foreign exchange rate and any expenses.

Fixed Leverage Certificates and Tracker Certificates cannot be Short Certificates.

*A leveraged investment:*

The difference between a Certificate and an ordinary certificate or a direct investment in the Underlying is that in the case of a Certificate (other than the Tracker Certificates), the amount needed to invest to give the same participation rate in the Underlying is usually considerably less. This because a Certificate enables the investor to participate in any gains (in case of a long Certificate) or falls (in case of a Short Certificate) in the value of the Underlying by investing only part of the value of the Underlying with the remaining portion financed by the Issuer. This creates leverage. The size of the leverage depends on the purchase price of the Certificate compared to the value of the Underlying at the time of purchase. The lower the purchase price of the Certificate is compared to the value of the Underlying, the higher the leverage will be.

Due to this leverage feature, the percentage gain if the Underlying rises (in the case of a Long Certificate) or falls (in the case of a Short Certificate) and the percentage loss if the Underlying falls or rises, respectively, is higher in Certificates than in a direct investment in the Underlying. Accordingly, a small movement in the value of the Underlying can have a significant effect on the value of the Certificate. The higher the leverage, the more sensitive the Certificate will be to any changes in the value of the Underlying.

**Due to such leverage feature, investors should be aware that an investment in the Certificates (other than the Tracker Certificates) is more speculative than a direct investment in the Underlying, and investors could lose up to the entire value of their investment.**

*Nature of Certificates:*

Prospective purchasers of Certificates should ensure that they understand the nature of the relevant Certificates and the extent of their exposure to risks and that they consider the suitability of the relevant Certificates as an investment in light of their own circumstances and financial condition. Certificates involve a high degree of risk, including the risk of the Certificates expiring worthless. Potential investors should be prepared to sustain a total loss of the purchase price of their Certificates. See the section entitled “Risk Factors”.

*Maturity:*

The Certificates are either (i) Open Ended Maturity Certificates, which do not have any fixed maturity date, or (ii) Limited Certificates which have a fixed maturity and which will exercise automatically following

the Final Valuation Date.

*Form of Certificates:*

The Certificates may be issued in uncertificated and dematerialised book-entry form or in bearer form and represented by one or more global certificates in accordance with the applicable laws, rules, regulations and operating procedures.

No physical global certificate or definitive certificates will be issued in respect of Certificates.

*Types of Certificates:*

- Index Certificates  
Index Certificates are certificates where the Underlying is an index. A range of indices may be used as the Underlying in relation to an Index Certificate. An investment in the Certificates is not the same as a direct investment in futures or option contracts on the Index nor any or all of the constituents included in each Index. In particular, investors may not benefit directly from any positive movements in an Index nor will investors benefit from any profits made as a direct result of an investment in the components of an Index, including any rights to dividends issued by companies included in an Index. Accordingly, changes in the performance of an Index may not result in comparable changes in the market value of the Certificates.
- Share Certificates  
Share Certificates are certificates where the Underlying is a share (including unit(s) in an exchange traded fund). A range of shares may be used as the Underlying in relation to a Share Certificate. Holders of Certificates linked to a Share will not participate in dividends or other distributions paid on such Share. Therefore, the return on such Certificates will not reflect the return a Certificateholder would have realised had it actually owned such Share and received the dividends on it.
- Currency Certificates  
Currency Certificates give the Certificateholder exposure to interest rate differences between two currencies. A range of currencies exchange rates may be used as the Underlying in relation to a Currency Certificate.
- Commodity Certificates  
Commodity Certificates are certificates where the Underlying is a commodity. A range of commodities may be used as the Underlying in relation to a Commodity Certificate.
- Fund Certificates  
Fund Certificates are certificates where the Underlying is a fund. A range of funds may be used as the Underlying in relation to a Fund Certificate.

- Government Bond Certificates

Government Bond Certificates are certificates where the Underlying is a futures contract related to a government bond. A range of government bond futures contracts may be used as the Underlying in relation to a Government Bond Certificate.

Holders of Certificates linked to a Government Bond will not participate in any coupons paid on such Government Bond. Therefore, the return on such Certificates will not reflect the return a Certificateholder would have realised had it actually owned such Government Bond and received the coupons on it.
- Other Bond Certificates

Other Bond Certificates are certificates where the Underlying is a bond which is not a government bond. A range of bonds may be used as the Underlying in relation to an Other Bond Certificate.

Holders of Certificates linked to an Other Bond will not participate in any coupons paid on such Other Bond. Therefore, the return on such Certificates will not reflect the return a Certificateholder would have realised had it actually owned such Other Bond and received the coupons on it.

Certificateholders will have a contractual relationship only with the Issuer and not with the issuer(s) of an Other Bond. Certificateholders will have rights solely against the Issuer and will have no recourse against the issuer(s) of an Other Bond. The Certificateholders will not have any rights to acquire from the Issuer (or to require the Issuer to transfer, assign or otherwise dispose of) an interest in an Other Bond.
- Index Futures Certificates

Index Futures Certificates are certificates where the underlying is a futures contract related to an index. A range of index futures contracts may be used as the Underlying in relation to an Index Futures Certificate.

A cash settled futures contract linked to an Index is one where, depending on the level of the Index, the buyer of the futures contract either has a right to receive a payment (known as the settlement amount) from the seller of the futures contract or an obligation to make a payment to the seller of the futures contract. If the level of the Index on one or more specified dates (the "index settlement price") is greater than a specified level in the contract (the "forward price"), then the seller shall pay to the buyer the difference between the index settlement price and the forward price. If the index settlement price is less than the forward price, the buyer of the futures contract will make a payment to the seller of the futures contract equal to such difference.

Index Futures Contracts may be traded on the relevant futures exchanges and may be standardised with respect to the number of futures covered by one Index Futures Contract, the term of each Index Futures Contract, the dates on which various Index Futures Contracts expire and the manner in which the settlement amount is calculated.

Indicative Issue Price:	The Certificates will be sold at a price determined by reference to the level of the Underlying adjusted for the relevant certificate entitlement and any applicable foreign exchange rate(s).
Interest:	The Certificates do not bear interest.
Settlement of Certificates:	Each issue of Certificates will entitle the holder thereof (on due exercise and subject to certification as to non-U.S. beneficial ownership) to receive a cash amount (if any) calculated in accordance with the relevant terms and conditions.
<i>Terms and conditions of the Offer:</i>	
– Offer Process for Certificates	The Final Terms relating to an issue of Certificates which will be offered to the public in Belgium, France, Germany, Italy, Luxembourg, Poland, Spain or the Netherlands or for which the Issuer will seek their admission to trading on Euronext Amsterdam (including on its Structured Note MTF), Euronext Paris (including on its Structured Note MTF), the Warsaw Stock Exchange or the Frankfurt Stock Exchange, in each case in circumstances which would require the approval of a prospectus under the Prospectus Regulation, will generally be delivered to Euronext Amsterdam (including on its Structured Note MTF), Euronext Paris (including on its Structured Note MTF), the Warsaw Stock Exchange or the Frankfurt Stock Exchange prior to the Trade Date specified in the applicable Final Terms. In such circumstances, on or about the Trade Date, the Issuer expects, pursuant to its agreement with Euronext Amsterdam (including on its Structured Note MTF), Euronext Paris (including on its Structured Note MTF), the Warsaw Stock Exchange and the Frankfurt Stock Exchange, to offer to buy or sell those Certificates. Any trading in those Certificates will be on an “as-if-and-when-issued” basis until the Issue Date specified in the applicable Final Terms. The Issuer expects that each such issue of Certificates will be admitted to trading and listing on Euronext Amsterdam (including on its Structured Note MTF), Euronext Paris (including on its Structured Note MTF), the Warsaw Stock Exchange or the Frankfurt Stock Exchange with effect from the Trade Date specified in the applicable Final Terms. There can be no assurance that such admission to trading will be granted. Other than the issue price of the Certificates of the relevant series, each prospective investor shall not be required to pay expenses to the Issuer in order to subscribe for the relevant Certificates.
– Conditions to which an Offer of Certificates is subject	Any offer of Certificates is subject to the conditions as set out in this Securities Note and (to the extent specified) the applicable Final Terms. For example, the applicable Final Terms may specify that there is no subscription period in respect of the offer of Certificates.
– Application and Payment Process for Subscribing for Certificates	Applications to subscribe for Certificates may be made by a prospective investor through any broker, financial adviser, banker, financial intermediary or other agent acting in such a capacity (each a “ <b>Selling Agent</b> ”) which has a relationship with the Issuer governing the sale of

## Certificates.

Each prospective investor should ascertain from its chosen Selling Agent when that Selling Agent will require receipt of cleared funds in respect of applications to subscribe for Certificates and the manner in which payment should be made to the Selling Agent. Each Selling Agent may impose different arrangements relating to the purchase of Certificates and prospective investors should contact their Selling Agent directly for information concerning such arrangements. Applicants to subscribe for Certificates who arrange to purchase those Certificates through a Selling Agent should note that in doing so they are assuming the credit risk of the relevant Selling Agent and that such arrangements will be subject to the applicable conditions of the relevant Selling Agent.

- Minimum and Maximum Application Amount in respect of Certificates

Investors in Certificates are required to subscribe a minimum of one such Certificate and thereafter in multiples of one such Certificate unless otherwise specified in the applicable Final Terms. There is no maximum subscription amount unless otherwise stated in the applicable Final Terms.
- Reduced Subscriptions and Cancellations with respect to Certificates

The Issuer reserves the right, prior to the Issue Date, in its absolute discretion to (i) decline in whole or in part an application to subscribe for Certificates such that a prospective investor in Certificates may, in certain circumstances, not be issued the number of (or any) Certificates for which it has applied to subscribe (a “**Reduced Subscription**”) or (ii) withdraw, cancel or modify an offer of the Certificates (a “**Cancelled Offer**”).

The Issuer may effect a Reduced Subscription or a Cancelled Offer without prior notice and will then only notify prospective investors of a Reduced Subscription or a Cancelled Offer after such Reduced Subscription or Cancelled Offer has occurred. In the event that the Certificates are not issued, no subscription monies shall be payable by prospective investors to the Issuer (either directly or indirectly through a Selling Agent in respect of the relevant Certificates). Prospective investors should contact their Selling Agent for details of the arrangements for the return of any costs incurred by them in applying to purchase any Certificates in such circumstances. The Issuer shall have no responsibility for, or liability arising out of, the relationship between prospective investors and their respective Selling Agents and clearing system operators, including, without limitation, in respect of arrangements concerning the return of monies by such persons to their clients.
- Manner in which the Results of an Offer of Certificates are to be made Public

A prospective investor submitting an application to subscribe for Certificates will be notified of the acceptance or otherwise of such application on or around the Issue Date.

## Overview of the Warrants

### Main parties

Issuer:	ING Bank N.V.
Legal Entity Identifier (LEI) Number of the Issuer:	3TK20IVIUJ8J3ZU0QE75
Calculation Agent:	ING Bank N.V.
Principal Warrant Agent:	ING Bank N.V. or BNP Paribas Securities Services S.C.A., as specified in the Final Terms

### Warrant Conditions and Final Terms

The terms and conditions applicable to particular Warrants (the “**Warrant Conditions**”) are contained in (i) the General Warrant Conditions which are applicable to all Warrants, (ii) the Warrant Product Conditions applicable to the particular type of Warrants being issued and (iii) the Final Terms applicable to the particular Series being issued.

A description of the applicable Final Terms is set out herein under the section entitled “Form of Final Terms for Warrants” (being the form of Final Terms in respect of the issuance of Warrants). Each set of Final Terms will specify, with respect to the issuance of Warrants to which it relates, *inter alia*, the specific designation of the Warrants, the aggregate number and type of the Warrants, the date of issue of the Warrants, the issue price, the strike price, the underlying asset, index or other item(s) to which the Warrants relate, the exercise date and certain other terms relating to the offering and sale of the Warrants. The Final Terms supplement the Warrant Conditions and, in the case of Warrants that are Exempt Securities, the Final Terms may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the relevant Warrant Conditions, supplement, replace or modify the Warrant Conditions. Warrants, or interests therein, may not at any time be offered, sold, resold, traded or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. person.

Each issue of the Warrants will entitle the holder thereof (on due exercise and subject to certification as to non-U.S. beneficial ownership) to receive a cash amount (if any) calculated in accordance with the relevant terms, all as set forth herein and in the applicable Final Terms.

### Risks

Prospective purchasers of the Warrants should ensure that they understand the nature of the relevant Warrants and the extent of their exposure to risks and that they consider the suitability of the relevant Securities as an investment in the light of their own circumstances and financial condition. Warrants involve a high degree of risk, including the risk of their expiring worthless. Potential investors should be prepared to sustain a total loss of the purchase price of their Warrants. See the section entitled “Risk Factors”.

### Description of the product, key product features and how the value of the Warrants is affected by the value of the Underlying

<i>Description of Warrants:</i>	<p>Each Warrant pays to investors an amount determined by reference to the value of the underlying index (including in the case of an index, the index and its constituent elements), share, currency, commodity or government bond (each an “<b>Underlying</b>”) on a specified valuation day.</p> <p>The amount payable will be calculated as the difference between the value of the Underlying on the applicable valuation day and the Strike Price specified in respect of the Warrants, subject to taking into account parity, any applicable foreign exchange and expenses. Where parity is</p>
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greater than one, an investor holding a single Warrant will have a participation rate in the Underlying that is lower than a direct investment in one unit of the Underlying.

### Key product features

The brief explanation on certain key product features provided in the paragraphs below applies to Warrants issued under the Programme generally.

*Issuer Call:* At any time from (and including) the sixth calendar day following the date on which Warrants have been issued, the Issuer may terminate such Warrants, in whole but not in part, on any business day by giving Warrantholders at least five (5) business days notice of its intention to terminate the Warrants (this feature, the “**Issuer Call**”).

*Automatic Exercise:* Subject to prior cancellation or the exercise of an Issuer Call, the Warrants will exercise automatically on the applicable Exercise Date. Warrantholders shall not have discretionary rights of exercise and shall not be required to deliver an exercise notice in respect of the Warrants.

*Long and Short Warrants:* Each Warrant may be long or short.

– Long Warrants “**Long Warrants**” are designed to enable the investor to profit from rising markets. Long Warrants track the Underlying. If the value of the Underlying rises, the value of the Long Warrants is also expected to rise, subject to taking into account parity, movements in any applicable foreign exchange rate and any expenses. If the value of the Underlying falls, the value of the Long Warrants is also expected to fall, subject to taking into account parity, movements in any applicable foreign exchange rate and any expenses.

– Short Warrants “**Short Warrants**” are designed to enable the investor to profit from declining markets. Short Warrants track the Underlying in an inverse manner. If the value of the Underlying drops, the value of the Short Warrant is expected to rise, subject to taking into account parity, movements in any applicable foreign exchange rate and any expenses. If the value of the Underlying rises, the value of the Short Warrants is expected to fall, subject to taking into account parity, movements in any applicable foreign exchange rate and any expenses.

*Nature of Warrants:* Prospective purchasers of Warrants should ensure that they understand the nature of the relevant Warrants and the extent of their exposure to risks and that they consider the suitability of the relevant Warrants as an investment in light of their own circumstances and financial condition. Amongst other things, prospective investors should understand the impact of parity on the settlement amount that may be payable in respect of a Warrant and that a parity greater than one will mean an investor holding a single Warrant will have a participation rate in the Underlying that is lower than a direct investment in one unit of the Underlying.

Warrants involve a high degree of risk, including the risk of the Warrants expiring worthless. Potential investors should be prepared to sustain a total loss of the purchase price of their Warrants. See the section entitled



“Risk Factors”.

*Maturity:* Subject to prior cancellation or the exercise of an Issuer Call, the Warrants will exercise automatically on the Exercise Date in respect of the Warrants.

*Form of Warrants:* The Warrants may be issued in uncertificated and dematerialised book-entry form or in bearer form and represented by one or more global warrants in accordance with the applicable laws, rules, regulations and operating procedures.

No physical global warrant or definitive warrants will be issued in respect of Warrants.

*Types of Warrants:*

- Index Warrants  
Index Warrants are warrants where the Underlying is an index. A range of indices may be used as the Underlying in relation to an Index Warrant. An investment in the Warrants is not the same as a direct investment in futures or option contracts on the Index nor any or all of the constituents included in each Index. In particular, investors may not benefit directly from any positive movements in an Index nor will investors benefit from any profits made as a direct result of an investment in the components of an Index, including any rights to dividends issued by companies included in an Index. Accordingly, changes in the performance of an Index may not result in comparable changes in the market value of the Warrants.
- Share Warrants  
Share Warrants are warrants where the Underlying is a share (including unit(s) in an exchange traded fund). A range of shares may be used as the Underlying in relation to a Share Warrants. Holders of Warrants linked to a Share will not participate in dividends or other distributions paid on such Share. Therefore, the return on such Warrants will not reflect the return a Warrantholder would have realised had it actually owned such Share and received the dividends on it.
- Currency Warrants  
Currency Warrants give the Warrantholder exposure to interest rate differences between two currencies. A range of currencies exchange rates may be used as the Underlying in relation to a Currency Warrants.
- Commodity Warrants  
Commodity Warrants are warrants where the Underlying is a commodity. A range of commodities may be used as the Underlying in relation to a Commodity Warrants.
- Government Bond Warrants  
Government Bond Warrants are warrants where the Underlying is a futures contract related to a government bond. A range of government bond futures contracts may be used as the Underlying in relation to a Government Bond Warrants.  
  
Holders of Warrants linked to a Government Bond will not participate in any coupons paid on such Government Bond. Therefore, the return on such Warrants will not reflect the return a Warrantholder would have realised had it actually owned such Government Bond and received the coupons on it.

<i>Indicative Issue Price:</i>	The Warrants will be sold at a price determined by reference to the level of the Underlying adjusted for any applicable foreign exchange rate(s).
<i>Interest:</i>	The Warrants do not bear interest.
<i>Settlement of Warrants:</i>	Each Warrant will entitle the holder thereof (on due exercise and subject to certification as to non-U.S. beneficial ownership) to receive a cash amount (if any) calculated in accordance with the relevant terms and conditions.
<i>Terms and conditions of the Offer:</i>	
– Offer Process for Warrants	The Final Terms relating to an issue of Warrants which will be offered to the public in Belgium, France, Germany, the Netherlands or Poland or for which the Issuer will seek their admission to trading on the Euronext Amsterdam, the Warsaw Stock Exchange or Frankfurt Stock Exchange, in circumstances which would require the approval of a prospectus under the Prospectus Regulation, will generally be delivered to Euronext Amsterdam (including on its Structured Note MTF), the Warsaw Stock Exchange or the Frankfurt Stock Exchange prior to the Trade Date specified in the applicable Final Terms. In such circumstances, on or about the Trade Date, the Issuer expects, pursuant to its agreement with Euronext Amsterdam (including on its Structured Note MTF), the Warsaw Stock Exchange or the Frankfurt Stock Exchange, to offer to buy or sell those Warrants. The Issuer expects that each such issue of Warrants will be admitted to trading and listing on Euronext Amsterdam (including on its Structured Note MTF), the Warsaw Stock Exchange or the Frankfurt Stock Exchange with effect from the Trade Date specified in the applicable Final Terms. There can be no assurance that such admission to trading will be granted. Other than the issue price of the Warrants of the relevant series, each prospective investor shall not be required to pay expenses to the Issuer in order to subscribe for the relevant Warrants.
– Conditions to which an Offer of Warrants is subject	Any offer of Warrants is subject to the conditions as set out in this Securities Note and (to the extent specified) the applicable Final Terms. For example, the applicable Final Terms may specify that there is no subscription period in respect of the offer of Warrants.
– Application and Payment Process for Subscribing for Warrants	Applications to subscribe for Warrants may be made by a prospective investor through any broker, financial adviser, banker, financial intermediary or other agent acting in such a capacity (each a “ <b>Selling Agent</b> ”) which has a relationship with the Issuer governing the sale of Warrants.  Each prospective investor should ascertain from its chosen Selling Agent when that Selling Agent will require receipt of cleared funds in respect of applications to subscribe for Warrants and the manner in which payment should be made to the Selling Agent. Each Selling Agent may impose different arrangements relating to the purchase of Warrants and

prospective investors should contact their Selling Agent directly for information concerning such arrangements. Applicants to subscribe for Warrants who arrange to purchase those Warrants through a Selling Agent should note that in doing so they are assuming the credit risk of the relevant Selling Agent and that such arrangements will be subject to the applicable conditions of the relevant Selling Agent.

- Application Amount in respect of Warrants  
Investors in Warrants are required to subscribe a minimum of one such Warrant and thereafter in multiples of one such Warrant unless otherwise specified in the applicable Final Terms. There is no maximum subscription amount.
- Reduced Subscriptions and Cancellations with respect to Warrants  
The Issuer reserves the right, prior to the Issue Date, in its absolute discretion to (i) decline in whole or in part an application to subscribe for Warrants such that a prospective investor in Warrants may, in certain circumstances, not be issued the number of (or any) Certificates for which it has applied to subscribe (a “**Reduced Subscription**”) or (ii) withdraw, cancel or modify an offer of the Warrants (a “**Cancelled Offer**”).  
  
The Issuer may effect a Reduced Subscription or a Cancelled Offer without prior notice and will then only notify prospective investors of a Reduced Subscription or a Cancelled Offer after such Reduced Subscription or Cancelled Offer has occurred. In the event that the Warrants are not issued, no subscription monies shall be payable by prospective investors to the Issuer (either directly or indirectly through a Selling Agent in respect of the relevant Warrants). Prospective investors should contact their Selling Agent for details of the arrangements for the return of any costs incurred by them in applying to purchase any Warrants in such circumstances. The Issuer shall have no responsibility for, or liability arising out of, the relationship between prospective investors and their respective Selling Agents and clearing system operators, including, without limitation, in respect of arrangements concerning the return of monies by such persons to their clients.
- Manner in which the Results of an Offer of Warrants are to be made Public  
A prospective investor submitting an application to subscribe for Warrants will be notified of the acceptance or otherwise of such application on or around the Issue Date.

## RISK FACTORS

*Prospective holders of Securities, which are the subject of the Prospectus and the relevant Final Terms, should consider the following risk factors, which are specific to the Securities and which are material for making an informed investment decision and should make such decision only on the basis of the Prospectus as a whole (comprising this Securities Note and the Registration Document), including the relevant Final Terms.*

*Prospective investors should also read the detailed information set out elsewhere in the Prospectus and should consult with their own professional advisers (including their financial, accounting, legal and tax advisers) and reach their own views prior to making any investment decision.*

*Although the most material risk factors have been presented first within each category, the order in which the remaining risk factors are presented is not necessarily an indication of the likelihood of the risks actually materialising, of the potential significance of the risks or the scope of any potential negative impact to the Issuer's business, results, financial conditions and prospectus. The Issuer may face a number of these risks described below simultaneously and some risks described below may be interdependent. While the risk factors below have been divided into categories, some risk factors could belong in more than one category and prospective investors should carefully consider all of the risk factors set out in this section.*

*Each prospective investor in Securities should refer to the section entitled "Risk Factors" in the Registration Document for a description of those factors which could affect the financial performance of the Issuer and thereby affect the Issuer's ability to fulfil its obligations in respect of Securities issued under the Programme.*

### 1. RISKS RELATED TO THE NATURE OF THE SECURITIES

#### (a) Risks applicable to all Securities

***The value of the Securities depends on the price movements in the Underlying and there is a risk that investors may lose their entire investment***

The value of a Security depends primarily on the price movements in the Underlying and can fluctuate during its life. Any decrease (in the case of Long Certificates and Long Warrants) or increase (in the case of Short Certificates and Short Warrants) in the value of the Underlying will have an adverse impact on the value of the Security. The amount (if any) payable to Securityholders at the maturity or exercise date in respect of the Securities depends on the price of the Underlying at the relevant time. Investors may not receive any payment when a Security matures or is exercised and may lose their entire investment as a result thereof.

***The Securities may be cancelled or called prior to their exercise or maturity date and investors may not receive the return they expected if such investors had held the Securities until their exercise or maturity date***

If the Issuer determines that the performance of its obligations under the Securities has become illegal or otherwise prohibited in whole or in part for any reason or the Issuer determines that it is no longer practical for it to maintain its hedging arrangement with respect to the Securities for any reason, the Issuer may, at its discretion and without further obligation, cancel the Securities. If the Issuer cancels the Securities, the Issuer will, if and to the extent permitted by applicable law, pay the holder of each such Certificate or Warrant an amount determined by the Calculation Agent to be its fair market value less the cost to the Issuer of unwinding any hedging arrangements concerning the applicable Underlying,

notwithstanding the illegality or prohibition and this amount may be less than the return which that investor had expected to receive if that investor had held the Securities until their stated exercise or maturity date. In addition, potential investors should consider reinvestment risk in light of other investments available at that time.

***The return on an investment in Securities will be affected by charges and Expenses***

An investor's total return on an investment in Securities will be affected by the level of fees and Expenses charged to the investor, including fees charged to the investor as a result of the Securities being held in a clearing system. Such fees may include charges for opening accounts, transfers of securities, custody services and fees for payment of principal, interest or other sums due under the terms of the Securities. Investors should carefully investigate these fees before making their investment decision. It may be difficult to accurately quantify and determine the amount of such fees and Expenses and higher than expected fees and Expenses will diminish the return for such Securityholder in respect of the Securities.

**(b) Risks specific to Certificates**

***The Certificates (other than the Tracker Certificates) are leveraged products and there is a risk that investors may lose their entire investment, particularly as changes in the value of the Underlying may have a (magnified) adverse impact on the value of the Certificates***

As stated further above, the value of the Certificate depends on the price movements in the Underlying and can fluctuate during its life. The leveraged nature of Certificates (other than the Tracker Certificates) means that the price movements in the Underlying are magnified in the value of the Certificate. Any decrease (in the case of Long Certificates) or increase (in the case of Short Certificates) in the value of the Underlying will have a (magnified) adverse impact on the value of the Certificate and investors may lose their entire investment as a result thereof.

***The return on an investment in Best Certificates will be affected by the Gap Risk Premium***

In addition to any charges and Expenses incurred by investors described further above, the return on Best Certificates is subject to the deduction of an amount in connection with the Issuer's management of the gap risk in respect of a Stop Loss Event occurring (the "**Gap Risk Premium**"). The Gap Risk Premium is calculated on the theoretical price of a Best Certificate. The Gap Risk Premium may vary depending on the volatility of the Underlying and any decrease of the Gap Risk Premium may adversely affect the return on Best Certificates.

**(c) Risks specific to Warrants**

See the risks described in "*Risks applicable to all Securities*" above.

**2. RISKS RELATED TO A PARTICULAR TYPE OF UNDERLYING**

**(a) Risks applicable to all Securities**

***Investments in Securities linked to Shares involve significant additional risks compared to conventional debt securities in that the performance of Shares are affected by intrinsic and extrinsic factors and the decisions of the issuer of a Share which may adversely affect the value of the Securities, in each case in a manner which is not always foreseeable or determinable by an investor***

*Factors affecting the performance of Shares and decisions of the issuer of a Share may adversely affect the value of the Securities*

Investments in Securities linked to Shares involve significant additional risks compared to conventional debt securities. Where Securities reference Shares, such Securities are dependent on the performance of such Shares and the investors in such Securities are exposed to the performance of such Shares. Any investment in such Securities, however, is not equal to a direct investment in the underlying Share(s), and the Securityholders linked to a Share will not participate in dividends or other distributions paid on such Share.

The performance of a Share is dependent upon macroeconomic factors, such as interest and price levels on the capital markets and currency developments. Political decisions regarding taxes and new and amended laws and regulations can also affect the performance of a Share to the extent that the company or the Share is affected by such political decisions. Company-specific factors such as earnings position, market position, risk situation, ability to innovate, ability to retain key personnel, shareholder structure and dividend distribution policy. The changes in the performance of a Share could adversely affect the value of the Securities.

In addition, the issuer of a Share may take any actions in respect of such Share, for example the issuance of (additional) shares or a share split, including actions which may adversely affect the performance of such Share, without regard to the interests of Securityholders who would generally take a position against such action given its dilutive effect and effect on the value of the Share and the value of the Securities linked to such Share.

*The occurrence of Potential Adjustment Events and Extraordinary Events may have an adverse effect on the value of the Securities linked to Shares*

Upon the Calculation Agent determining in respect of Securities linked to a Share that (a) a Potential Adjustment Event or (b) any of (1) a Merger Event, (2) a Tender Offer, (3) Nationalisation, (4) Insolvency, or (5) De-listing (each an “**Extraordinary Event**”) has occurred in relation to a Share or the issuer of such Share, as the case may be, the Issuer has discretion to make (or require the Calculation Agent to make, as the case may be) certain determinations to account for any such event including to (A) make adjustments to the terms of the Securities which determinations may have an adverse effect on the value of the Securities and/or (B) (in the case of an Extraordinary Event) cause an early termination of the Securities, which would result in an investor receiving a return of less than what that investor may have expected to receive if that investor had held the Securities until their stated Exercise Date.

***Investments in Securities linked to Indices involve significant additional risks compared to conventional debt securities in that the performance of Indices are affected by intrinsic and extrinsic factors and the decisions of the sponsor of an Index, which, in each case, may adversely affect the value of the Securities in a manner which is not always foreseeable or determinable by an investor***

*Factors affecting the performance of Indices and actions of the sponsor of an Index may have an adverse effect on the value of the Securities*

Investments in Securities linked to Indices involve significant additional risks compared to conventional debt securities. Where Securities reference Indices, such Securities are dependent on the performance of such Indices and the investors in such Securities are exposed to the performance of such Indices. Any investment in such Securities, however, is not equal to a direct investment in the Index or Indices, direct investment in futures or option contracts on the Index nor any or all of the constituents included in each Index and in particular investors in such Securities may not benefit directly from any positive movements in an Index nor will they benefit from any profits made as a direct result of an investment in the components of an Index.

Indices are comprised of a synthetic portfolio of shares or other assets, and as such, the performance of an Index is dependent upon the macroeconomic factors relating to the shares or other components that comprise such Index, which may include interest and price levels on the capital markets, currency developments, political factors and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, ability to innovate, ability to retain key personnel, shareholder structure and dividend distribution policy.

In addition, the sponsor of an 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 the components of an 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 adversely affect the value of the Securities. The sponsor of an Index may also alter, discontinue or suspend calculation or dissemination of such Index. The sponsor of an Index will have no involvement in the offer and sale of the Securities and will have no obligation to any investor in such Securities. The sponsor of an Index may take any actions in respect of such Index without regard to the interests of Securityholders.

These factors may have an adverse effect on the value of the Securities.

*The occurrence of Index Adjustment Events may have an adverse effect on the value of the Securities*

Upon the Calculation Agent determining in respect of Securities linked to an Index that (a) an Index Modification (b) an Index Cancellation or (c) an Index Disruption (each an “**Index Adjustment Event**”) has occurred in relation to an Index, the Issuer has the discretion to make certain determinations to account for any such event including to (1) make adjustments to the terms of the Securities, which determinations may have an adverse effect on the value of the Securities and/or (2) cause an early termination of the Securities, which may result in an investor receiving a return of less than what that investor may have expected to receive if that investor had held the Securities until the applicable Exercise Date.

***Investments in Securities linked to Commodities involve significant additional risks compared to conventional debt securities in that the market value of Commodities may be extremely volatile and the way the Securities are priced may deviate from the prices of the Commodities in the spot market, in each case in a manner which is not always foreseeable or determinable by an investor***

*The volatility and prices of Commodities may be more volatile than other asset classes and market trading in Commodities may be subject to suspensions or disruptions, which may have an adverse effect on the value of the Securities*

Investments in Securities linked to Commodities involve significant additional risks compared to conventional debt securities. Where Securities reference Commodities, such Securities are dependent on the performance of such Commodities and the investors in such Securities are exposed to the performance of such Commodities.

Trading in Commodities is speculative and the market value of Commodities may be extremely volatile. Commodity prices are affected by a variety of factors that are unpredictable including, for example, changes in supply and demand relationships (including whether any alternative to the Commodity exists), weather patterns and extreme weather conditions, governmental programmes and policies, national and international political, military, terrorist and economic events, fiscal, monetary and exchange control programmes and changes in interest and exchange rates. Commodities markets are subject to temporary distortions or other disruptions due to various factors, including lack of liquidity,

the participation of speculators and government regulation (including regulations that limit the amount of fluctuation in contract prices which may occur during a single business day) and intervention. The current or "spot" prices of physical commodities may also affect, in a volatile and inconsistent manner, the prices of futures contracts in respect of a commodity.

Commodity prices may be more volatile than other asset classes and investments in commodities may be riskier than other investments. Any of the circumstances described in this section could adversely affect prices of the relevant Commodity, and therefore sharply reduce the value of any Securities linked to such Commodity.

*The secondary market pricing of Securities linked to certain Commodities may deviate from the spot price of the Commodity*

Securities linked to certain types of Commodities in the form of Bullion are priced in the secondary market with reference to the prices for the underlying futures contract on which the Issuer bases its hedge. As futures contracts may be priced differently than the spot price (i.e. the current market price at which an asset is bought or sold for immediate payment and delivery) for the relevant Bullions, there is a risk that the pricing levels used to calculate the secondary market value of Securities linked to such a Commodity will be different than the spot price for the underlying Commodity to which such Security is linked.

***Investments in Securities linked to Underlying FX Rates involve significant additional risks compared to conventional debt securities in that the performance of Underlying FX rates are affected by intrinsic and extrinsic factors, particularly in the current climate of financial uncertainty, in each case in a manner which is not always foreseeable or determinable by an investor***

*Factors affecting the performance of the relevant Underlying FX Rate may have an adverse effect on the value of the Securities*

Investments in Securities linked to Underlying FX Rates involve significant additional risks compared to conventional debt securities. Where Securities reference Underlying FX Rates, such Securities are dependent on the performance of such Underlying FX Rates and the investors in such Securities are exposed to the performance of such Underlying FX Rates.

*Currency exchange risks are heightened in the current climate of financial uncertainty, by economic factors and by government and regulator intervention in economies and currencies*

The performance of Underlying FX Rates, currency units or units of account are dependent upon the supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned and speculation. Any such measures could have a negative impact on the value of an Underlying FX Rate and consequently the value of the Securities.

Currency exchange risks can be expected to heighten in periods of financial turmoil. In periods of financial turmoil, capital can move quickly out of regions that are perceived to be more vulnerable to the effects of the crisis with sudden and severely adverse consequences to the currencies of those regions as a result.

In addition, governments and central banks around the world have recently made, and may be expected to continue to make, very significant interventions in their economies, and sometimes directly



in their currencies. The imposition of regulatory controls or taxes, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency would affect exchange rates as well as the availability of a specified currency. It is not possible to predict the effect of any future legal or regulatory action relating to a currency. Further interventions, other government actions or suspensions of actions, as well as other changes in government economic policy– including the replacement of entire currencies with new currencies – may cause currency exchange rates to fluctuate sharply in the future, which could have a negative impact on the value of the Securities.

***Investments in Securities linked to Government Bonds involve significant additional risks compared to conventional debt securities in that the performance of such Securities are affected by intrinsic and extrinsic factors which may adversely affect the value of the Securities, in each case in a manner which is not always foreseeable or determinable by an investor***

*Factors affecting the performance of the relevant Government Bond may have an adverse effect on the value of the Securities*

An investment in Securities that are linked to a Government Bond (a “**Government Bond**”) will entail significant risks not associated with an investment in a conventional debt security. Where Securities reference Government Bonds, such Securities are dependent on the performance of such Government Bonds and the investors in such Securities are exposed to the performance of such Government Bonds. Holders of Certificates or Warrants linked to a Government Bond will not participate in any coupons paid on such Government Bond. Therefore, the return on such Securities will not reflect the return a Securityholder would have realised had it actually owned such Government Bond and received the coupons on it.

On termination or exercise, as the case may be, of Securities linked to Government Bonds, Securityholders will receive an amount (if any) determined by reference to the value of the underlying debt instrument. Accordingly, an investment in Securities linked to Government Bonds may bear similar market risks to a direct debt instrument investment.

In addition, the value of a Government Bond may be volatile and is subject to market conditions. Government Bond values are influenced, among other things, by the ability of a government to repay its debts, inflation, currency depreciation and prevailing interest rates. The positive or negative level of a country's economic output may also have a material effect on the perception of that country's solvency. Investors sometimes assume that sovereign debt instruments are safer assets as compared to debt instruments issued by a corporate entity, which may not be the case.

These factors may adversely affect the value of the Securities.

***The occurrence of Market Disruption Events may have an adverse effect on the value of the Securities***

Upon the Calculation Agent determining in respect of Securities linked to an Underlying that a Market Disruption Event has occurred, then (provided the relevant Market Disruption Event is specified as applicable in the Final Terms, where such specification is required in the terms and conditions) the Issuer has the discretion to make adjustments to the terms of the Securities to account for such event, which may have an adverse effect on the value of the Securities.

**(b) Risks specific to Certificates**

***Investments in Certificates linked to exchange traded futures contracts on an underlying index ("Index Futures Contracts") involve significant additional risks compared to conventional debt securities in that the performance of such Certificates are dependent on the performance of such Index Futures Contracts. Relatively small changes in the level of an Index may result in a proportionately much larger change in the price of the Index Futures Contracts and this may have an adverse effect on the value of such Certificates***

*Factors affecting the performance of Index Futures Contracts may have an adverse effect on the value of the Certificates*

Investments in Certificates linked to Index Futures Contracts on an Index involve significant additional risks compared to conventional debt securities. Where Certificates reference Index Futures Contracts on an Index, such Certificates are dependent on the performance of such Index Futures Contracts and the investors in such Certificates are exposed to the performance of such Index Futures Contracts.

There may be a correlation between the day to day change in the level of an Index and the price at which an Index Futures Contract in respect thereof trades on the relevant futures exchange. However, the expectations of dealers in Index Futures Contracts of the level of the Index on the date(s) on which the settlement amount of an Index Futures Contract is determined may also have an impact on the price of an Index Futures Contract on the Index. Moreover, because the settlement amount of many futures contracts is a multiple of the difference between the index settlement price and the forward price, a relatively small change in the level of an Index may result in a proportionately much larger change in the price of the futures contract. This may have an adverse effect on the value of the Certificates.

***Investments in Certificates linked to exchange traded funds ("ETFs") involve significant additional risks compared to conventional debt securities in that the performance of such Certificates are affected by intrinsic and extrinsic factors, the (in)ability to track the performance of a share or an index, the actions of the Exchange Traded Fund Management Company and other factors listed below, which in each case may adversely affect the value of the Certificates in a manner which is not always foreseeable or determinable by an investor***

*Where the Certificates are linked to an ETF, there is a risk that such ETF will not accurately track its underlying share or index*

Investments in Certificates linked to ETFs involve significant additional risks compared to conventional debt securities. Where Certificates reference ETFs, such Certificates are dependent on the performance of such ETF and the investors in such Certificates are exposed to the performance of such ETF. The performance of an ETF may also be dependent upon macroeconomic factors relating to the components that comprise such ETF, which may include interest and price levels on the capital markets, currency developments, political factors and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, ability to innovate, ability to retain key personnel, shareholder structure and dividend distribution policy, all of which may have an adverse effect on the value of the Certificates.

Where the Certificates are linked to an ETF and the investment objective of such ETF is to track the performance of a share or an index, the investors of such Certificates are exposed to the performance of such ETF, rather than the underlying share or index such ETF tracks. An ETF may not be able, owing to tax and regulatory constraints, to track or replicate the constituent securities of the underlying share or index, which could give rise to a difference between the performance of the underlying share or index

and such ETF. Accordingly, investors who purchase Certificates that are linked to an ETF may receive a lower return than if such investors had invested in the share or the index underlying such ETF directly.

*Action or non-performance by the Exchange Traded Fund Management Company, fund administrator or sponsor of an ETF may adversely affect the Certificates*

The Exchange Traded Fund Management Company, fund administrator or sponsor of an ETF (as the case may be) will have no involvement in the offer and sale of the Certificates and will have no obligation to any purchaser of such Certificates. The Exchange Traded Fund Management Company, fund administrator or sponsor (as the case may be) of an ETF may take wide-ranging actions in respect of such ETF (such as material changes in the formula for, or the method of calculating, the net asset value of the issuer of the underlying Share and the composition of such ETF) without regard to the interests of the Certificateholders and how such action could impact on the value of the Certificates, which may result in an adverse effect on the market value of the Certificates.

In its day-to-day operations and its investment strategy, an ETF will rely on the fund adviser, the investment adviser, the Exchange Traded Fund Management Company and/or on third parties providing services such as safekeeping of assets or acting as counterparty to derivatives or other instruments used by such ETF to employ its investment strategy. The insolvency or non-performance of services of any such persons or institutions may expose an ETF to financial loss. Failure of procedures or systems, as well as human error or external events associated with an ETF's management and/or administration may cause losses to an ETF and affect the value of the Certificates.

*ETFs may engage in securities lending which can cause material adjustments in the market value of such ETF if the borrower of such securities fails to perform in part or in full*

ETFs to which Certificates may be linked, may engage in securities lending. Securities lending involves the risk that the ETF may lose money because the borrower of the ETF's loaned securities fails to return all or part of the securities so lent in a timely manner. There may be no limits on the amount of securities which an ETF may loan and accordingly the market value of an ETF which engages in such practices could decline substantially which may, in turn, result in substantial losses under the Certificates as the value of the Underlying to which those Certificates relate have declined.

*ETFs are subject to market trading risks which could result in the ETF trading at a premium or discount to its net asset value which could affect the value of the Certificates*

An ETF faces numerous market trading risks, including but not limited to the potential lack of an active market for its shares, losses from trading in secondary markets, periods of high volatility, limited liquidity and disruption in the creation or redemption process of such ETF. If any of these risks materialises, this may lead to the ETF shares trading at a premium or discount to the net asset value, which, in turn, may have an adverse effect on the Certificates as the value of the Underlying to which those Certificates relate have changed.

***Investments in Certificates linked to Funds involve significant additional risks compared to conventional debt securities in that the performance of such Certificates are affected by intrinsic and extrinsic factors, such as the strategies utilised by the Fund, the skill of the Fund Manager in meeting the investment objectives of the Fund and the occurrence of Fund Adjustment Events, which in each case may adversely affect the value of the Certificates in a manner which is not always foreseeable or determinable by an investor***

*The performance of the Fund is subject to many factors, including Fund strategies, underlying Fund investments, the Fund Manager and other factors*

Investments in Certificates linked to Funds involve significant additional risks compared to conventional debt securities. Where Certificates reference Funds, such Certificates are dependent on the performance of such Funds and the investors in such Certificates are exposed to the performance of such Funds and any the Fund components in which such Fund invests.

A Fund, and any underlying Fund components in which it may invest, may utilise strategies such as short-selling, leverage, securities lending and borrowing, investment in sub-investment grade or non-readily realisable investments, uncovered options transactions, options and futures transactions and foreign exchange transactions and the use of concentrated portfolios, each of which could, in certain circumstances, significantly magnify adverse market developments and losses. Funds, and any underlying Fund components in which it may invest, may make investments in markets that are volatile and/or illiquid and it may be difficult or costly for positions therein to be opened or liquidated. No assurance can be given relating to the present or future performance of a Fund and any underlying Fund component in which it may invest.

The performance of a Fund and any underlying Fund component in which it may invest is dependent on the performance of the Fund Manager in selecting underlying Fund components and the management of the relevant component in respect of the underlying Fund components. No assurance can be given that these persons will succeed in meeting the investment objectives of the Fund, that any analytical model used thereby will prove to be correct or that any assessments of the short-term or long-term prospects, volatility and correlation of the types of investments in which a Fund has or may invest will prove accurate or that the Fund Manager would not lose one or more investment professionals and their expertise.

The net asset value of a Fund will fluctuate with, among other changes, changes in market rates of interest, general economic conditions, economic conditions in particular industries, the condition of financial markets and the performance of a Fund's underlying. Investments by a Fund in certain underlying assets will have limited liquidity. Interests in a Fund may be subject to certain transfer restrictions, including, without limitation, the requirement to obtain the Fund Manager's consent (which may be given or withheld in its discretion) and trading in the interests in a Fund may be subject to temporary suspension. In addition, Funds may periodically suspend redemptions of interests in the Fund or retain redemption amounts, in particular pending completion of the Fund's (audited) annual accounts. Such illiquidity and redemptions limitations and restriction may adversely affect the price and timing of any liquidation of a Fund investment and redemption and timing of any such investments. Also, limited liquidity increases the risk that the Issuer may be unable to meet its current obligations during periods of adverse general economic conditions, and insufficient liquidity during the final liquidation of assets of a Fund may cause Certificateholders to receive any final distribution after the relevant settlement date.

Any of the factors described above or a combination thereof may have an adverse effect on the Certificates.

*The occurrence of Fund Adjustment Events may have an adverse effect on the value of the Certificates:*

Upon the Calculation Agent determining in respect of Certificates linked to a Fund that a Fund Adjustment Event has occurred, the Calculation Agent has discretion to make adjustments to the terms of the Certificates to account for any such event. These actions could have an adverse effect on the value of the Certificates.

***Investments in Certificates linked to Other Bonds involve significant additional risks compared to conventional debt securities in that the performance of such Certificates are affected by intrinsic and extrinsic factors, that the return on such Certificates may not reflect the return the investor would have realised had it actually owned such Other Bond and that there is the possibility of the***

*occurrence of Succession Events, which in each case may adversely affect the value of the Certificates in a manner which is not always foreseeable or determinable by an investor*

*Factors affecting the performance of the relevant Other Bond may have an adverse effect on the value of the Certificates*

An investment in Certificates that are linked to an other bond (an “**Other Bond**”) will entail significant risks not associated with an investment in a conventional debt security. Where Certificates reference Other Bonds, such Certificates are dependent on the performance of such Other Bonds and the investors in such Certificates are exposed to the performance of such Other Bonds. Holders of Certificates linked to an Other Bond will not participate in any coupons paid on such Other Bond. Therefore, the return on such Certificates will not reflect the return a Certificateholder would have realised had it actually owned such Other Bond and received the coupons on it.

On termination or exercise, as the case may be, of Certificates linked to Other Bonds, Certificateholders will receive an amount (if any) determined by reference to the value of the underlying debt instrument. Accordingly, an investment in Certificates linked to Other Bonds may bear similar market risks to a direct debt instrument investment.

In addition, the value of an Other Bond may be volatile and is subject to market conditions. The value of an Other Bond will generally fluctuate with, among other things, the financial condition and other characteristics of the issuer(s) of an Other Bond, general economic conditions, the condition of certain financial markets, political events, developments or trends in any particular industry and change in prevailing interest rates.

An Other Bond may have no, or only a limited trading market. The liquidity of an Other Bond will generally fluctuate with, among other things, the underlying liquidity of the loan and bond markets, general economic conditions, domestic and international political events, developments or trends in a particular industry and the financial condition of the issuer(s) of an Other Bond. An Other Bond may also be subject to restrictions on transfer and be considered illiquid.

These factors may adversely affect the value of the Certificates.

*The occurrence of Succession Events may have an adverse effect on the value of the Certificates*

Upon the Calculation Agent determining in respect of Certificates linked to an Other Bond that a Succession Event has occurred in relation to the issuer of such Other Bond, the Issuer has discretion to make certain determinations to account for such event including to (A) make adjustments to the terms of the Certificates and/or (B) cause an early termination of the Certificates, any of which determinations may have an adverse effect on the value of the Certificates.

**(c) Risks specific to Warrants**

See the risks described in “Risks applicable to all Securities” above.

**3. RISKS RELATED TO THE LIQUIDITY AND VALUE OF THE SECURITIES**

**(a) Risks applicable to all Securities**

*The value of the Securities may fluctuate which may cause the Securityholders to sustain a total loss of their investment*

The value of the Securities may move up and down between their date of purchase and their exercise date or maturity date (as the case may be). Securityholders may sustain a total loss of their investment (unless the Securities are of a type in which capital is protected).

The following factors will influence the value of the Securities at any time:

- (a) *Valuation of the Underlying.* The market price of the Securities at any time is expected to be affected primarily by changes in the level of the Underlying to which such Securities are linked. It is impossible to predict how the level of the relevant Underlying will vary over time. Factors which may have an effect on the value of the Underlying include the rate of return of the Underlying and the financial position and prospects of the issuer of the Underlying or any component thereof. In addition, the level of the Underlying may depend on a number of interrelated 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 it, any change may not be comparable and may be disproportionate. It is possible that while the Underlying is increasing in value, the value of the Securities may fall. Further, where no market value is available for an Underlying, the Calculation Agent may determine its value to be zero notwithstanding the fact that there may be no Market Disruption Event and/or no Potential Adjustment Events and/or no Extraordinary Event applies.
- (b) *Interest Rates.* Investments in the Securities may involve interest rate risk (with the expectation that an increase in interest rates will generally result in a decrease in the market value of the Securities). A variety of factors influence interest rates such as macroeconomic, governmental, speculative and market sentiment factors. Such fluctuations may have an impact on the value of the Securities at any time prior to valuation of the Underlying relating to the Securities.
- (c) *Volatility.* The term “volatility” refers to the actual and anticipated frequency and magnitude of changes of the market price with respect to an Underlying. Volatility is affected by a number of factors such as macro-economic factors, speculative trading and supply and demand in the options, futures and other derivatives markets. Volatility of an Underlying will move up and down over time (sometimes more sharply than others) and different Underlyings will most likely have separate volatilities at any particular time.
- (d) *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 the 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 any Securities will be representative of the relevant rates of exchange used in computing the value of the relevant Securities at any time thereafter.
- (e) *Disruption.* The Calculation Agent may determine that certain disruption and/or adjustment events have occurred or exist at a relevant time. Any such determination may affect the value of the Securities and/or may delay settlement in respect of the Securities as further described in “Risks related to a particular type of Underlying” above.

Prospective purchasers should review the Conditions to ascertain whether and how such provisions apply to the Securities.

- (f) *Creditworthiness.* Any person who purchases the Securities is relying upon the creditworthiness of the Issuer and has no recourse, in that respect, against any other person (including any issuer or counterparty in respect of any Underlying asset). The Securities constitute general, unsecured, contractual obligations of the Issuer and of no other person and the value of the Securities may perform worse than the value of the Underlying. The Securities rank *pari passu* among themselves.

***There may not be a secondary market in the Securities and potential investors should be willing to hold the Securities through their life or accept that, even if the Securities are listed or quoted on an exchange or quotation system, that the Securities are more illiquid when compared to conventional debt securities***

Potential investors should be willing to hold the Securities through their life. The nature and extent of any secondary market in the Securities cannot be predicted. As a consequence, any person intending to hold the Securities should consider liquidity in the Securities as a risk. If 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. However, if Securities are not listed or quoted there may be a lack of transparency with regard to pricing information. The Issuer may provide quotations or prices for the Securities which may be suspended by the Issuer at any time, subject to all applicable rules and regulations. Liquidity may also be affected by legal restrictions on offers for sale in certain jurisdictions. The Issuer may affect the liquidity of the Securities by purchasing and holding the Securities for its own account during trading in the secondary market. Any such Securities may be resold at any time into the market.

The Issuer may, in its sole and absolute discretion, decide to offer a secondary market in the Securities. In the event that the Issuer elects to offer such secondary market, the Issuer shall be entitled to impose such conditions as it, in its sole and absolute discretion, shall deem fit, including but not limited to:

- (a) providing a large bid/offer spread determined by the Issuer in its sole and absolute discretion by reference to the Issuer's own appreciation of the risks involved in providing such secondary market;
- (b) normal market conditions prevailing at such date; and
- (c) limiting the number of Securities in respect of which it is prepared to offer such secondary market.

Securityholders should note that the imposition of any of the above conditions may severely limit the availability of any such secondary market and may result in Securityholders receiving significantly less than they otherwise would have received if the Securities were redeemed at maturity.

In the event that such a secondary market does not develop, it is unlikely that an investor in the Securities will be able to sell his Securities or at prices that will provide him with a yield comparable to similar investments that have a developed secondary market.

***The Issuer may issue more Securities than those which are to be subscribed or purchased by third party investors and the issue size of any Series is therefore not an accurate indication of the depth or liquidity of the market for such Series, or of the demand for such Series***

As part of its issuing, market-making and/or trading arrangements, the Issuer may issue more Securities than those which are to be subscribed or purchased by third party investors. The Issuer (or any

of its affiliates) may hold such Securities for the purpose of meeting any investor interest in the future. Prospective investors in the Securities are therefore unable to accurately assess whether the issue size of any Series is indicative of the depth or liquidity of the market for such Series, or of the demand for such Series and the Securities could, therefore, be considered a less suitable investment for certain investors.

***Purchasing the Securities as a hedge may not be effective***

Any person intending to use the Securities as a hedge instrument should recognise the correlation risk attached to the Securities. The value of the Securities may not exactly correlate with the value of the index, share, currency, commodity or government bond (or, in the case of Certificates, other bond or index futures contract) or other asset or basis of reference. As such the Securities may not be a perfect hedge to an Underlying or portfolio of which the 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 Underlying or portfolio of which the Underlying forms a part.

***Actions taken by the Issuer may affect the value of the Securities***

The Issuer and/or any of its affiliates may carry out activities that minimise its and/or their risks related to the Securities, including effecting transactions for their own account or for the account of their customers and hold long or short positions in the Underlying whether for risk reduction purposes or otherwise. In addition, in connection with the offering of any Securities, the Issuer and/or any of its affiliates may enter into one or more hedging transactions with respect to the Underlying. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in the Underlying which may affect the market price, liquidity or value of the Underlying and/or the Securities and which could be deemed to be adverse to the interests of the Securityholders. The Issuer and/or its affiliates are likely to modify their hedging positions throughout the life of the Securities whether by effecting transactions in the Underlying or in derivatives linked to the Underlying. Further, it is possible that the advisory services which the Issuer and/or its affiliates provide in the ordinary course of its/their business could lead to an adverse impact on the value of the Underlying.

***Disruption of the Issuer's Hedging Arrangement may affect the value of the Securities***

The Issuer may enter into a hedging transaction in the relevant jurisdiction of the Underlying in order to offer exposure to the Underlying. Foreign exchange control restrictions, including restrictions which prevent the conversion of the one or more underlying currencies into the Settlement Currency (as defined in the Certificate Product Conditions or Warrant Product Conditions, as applicable) and the transfer of the Settlement Currency to accounts outside the jurisdiction of the Underlying could result in a delay in the determination of the Cash Settlement Amount and the Settlement Date, which delay could be lengthy.

In certain circumstances, including but not limited to, the insolvency of the hedging counterparty or the unenforceability of the associated hedging transaction, an investor may lose some or all of its investment.

***The Securities may be redeemed early due at the option of the Issuer***

The Securities may be redeemed early at the option of the Issuer in whole but not in part on any Business Day. To redeem the Securities early, the Issuer must give Securityholders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall specify the applicable Issuer Call Date and Settlement Date. In such circumstances the applicable redemption amount will be calculated as the Issuer Call Cash Settlement Amount, which is determined using an alternative basis for



calculation and may result in the redemption amount being lower than the amount Securityholders would otherwise have been due.

The existence of the Issuer Call feature is likely to limit the market value of the Securities and could lead to Securityholders receiving an amount at redemption which may be lower than their initial investment and earlier than had been anticipated in circumstances over which the Securityholders have no control and which may affect the value of their investment.

Following an early redemption of the Securities as a result of such optional redemption, an Securityholder may not be able to reinvest the proceeds in a way that generates a level of return as high as that on the Securities and may only be able to do so at a significantly lower rate of return. Prospective investors in the Securities should consider such reinvestment risk in light of other investments that are available to them.

**(b) Risks specific to Certificates**

***The Issuer has the right to adjust the Maximum Gap Cost in respect of certain Fixed Leverage Certificates which may adversely affect the value of the Certificates***

The terms and conditions of Fixed Leverage Certificates provide that the Issuer has the right to adjust the Maximum Gap Cost if it determines, in its sole discretion, that the market costs associated with hedging gap risk have materially increased as compared to the corresponding market costs as of either the Issue Date or the date on which the Maximum Gap Cost was most recently adjusted. An increase in the Maximum Gap Cost may adversely affect the value of the Certificates and the return on them, and Certificateholders shall have the right in the event of any such increase, to require the Issuer to redeem the Certificates early in accordance with their terms.

**(c) Risks specific to Warrants**

See the risks described in “Risks applicable to all Securities” above.

#### **4. RISKS RELATED TO THE NATURE OF A PARTICULAR ISSUE OF SECURITIES**

**(a) Risks relevant to all Securities**

***Securities may be subject to mandatory write-down or conversion to equity, or other actions or measures, which may adversely affect the value of the relevant Securities or result in an investor in the relevant Securities losing all or some of their investment***

As more fully described in the sections entitled “Risk Factors – Risks related to the regulation and supervision of the Group - The Issuer is subject to the ‘Bank Recovery and Resolution Directive’ (“BRRD”) among several other bank recovery and resolution regimes that include statutory write down and conversion as well as other powers, which remains subject to significant uncertainties as to scope and impact on it” and “Description of ING Bank N.V. – Regulation and Supervision – Bank Recovery and Resolution Directive” in the Registration Document, Securities issued under the Programme may become subject to actions that can be taken or measures that can be applied by resolution authorities if the Issuer experiences serious financial problems or if the stability of the financial system is in serious and immediate danger as a result of the situation of the Issuer.

In certain circumstances, competent authorities have the power to (whether at the point of non-viability when the resolution authority determines that the Issuer will no longer be viable, or as taken together with a resolution action), *inter alia*, (i) convert relevant capital instruments or eligible liabilities or bail-inable liabilities into claims which may give right to shares or other instruments of ownership and/or (ii) reduce or write down the principal amount of the relevant capital instruments or eligible

liabilities, including accrued but unpaid interest in respect thereof, (which could include certain securities that have been or will be issued by the Issuer, such as the Securities), whether in whole or in part and whether on a permanent basis or subject to write-up by the resolution authority. In case of a reduction or write-down on a permanent basis, any such reduced or written-down amount shall be irrevocably lost and investors will have no further claims in respect of any such reduced or written-down principal amount and/or accrued but unpaid interest. In addition, in certain circumstances, competent authorities also have the power to transfer liabilities of an entity to third parties, a bridge bank or an asset management vehicle, and to expropriate securities issued by the Issuer. If the Issuer were to become subject to resolution, holders of Securities could also be affected by issuer substitution or replacement, transfer of debt, expropriation, modification of terms and/or suspension or termination of listings. Other powers of the competent authorities may be to amend the maturity date and/or any interest payment date of debt instruments or other bail-inable liabilities (such as the Securities), including by suspending payment for a temporary period, or to amend the interest amount payable under such instruments. Securityholders may have only very limited rights to challenge and/or seek a suspension of any decision of the relevant resolution authority to exercise its (pre-)resolution power or to have that decision reviewed by a judicial or administrative process or otherwise. None of these actions would be expected to constitute an event of default under those instruments or other eligible or bail-inable liabilities entitling holders of such instruments (including Securityholders) to seek repayment. The application of actions, measures or powers as meant in this section may adversely affect the value of the relevant Securities or result in an investor in the relevant Securities losing all or some of his investment. Each prospective investor in Securities should refer to the sections entitled *“Risk Factors - Risks related to the regulation and supervision of the Group - The Issuer is subject to the ‘Bank Recovery and Resolution Directive’ (“BRRD”) among several other bank recovery and resolution regimes that include statutory write down and conversion as well as other powers, which remains subject to significant uncertainties as to scope and impact on it”* and *“Description of ING Bank N.V. - Regulation and Supervision - Bank Recovery and Resolution Directive”* in the Registration Document.

***Securityholders have no ownership interest in the Underlying and the Issuer may choose not to hold the Underlying or any derivatives contracts linked to the Underlying***

The Securities convey no interest in the Underlying as further described in “Risks related to a particular type of Underlying” above. The Issuer may choose not to hold the Underlying or any derivatives contracts linked to the Underlying. There is no restriction through the issue of the Securities on the ability of the Issuer and/or its affiliates to sell, pledge or otherwise convey all right, title and interest in any Underlying or any derivatives contracts linked to the Underlying. Investors obtain no claim against or recourse to any Underlying by virtue of being a holder of the Securities and only have a claim against, or recourse to, the Issuer in accordance with the General Certificate Conditions and General Warrant Conditions attaching to the Securities.

***There may be delays in effecting settlement and the applicable Cash Settlement Amount could decrease from what it would have been but for such delay***

If the Securities are subject to provisions relating to exercise, then upon their exercise, there will be a time lag between the time a holder of the Securities gives instructions to exercise (or, if applicable, the time at which the Securities are automatically exercised) and the time the applicable Cash Settlement Amount relating to such exercise is determined. The applicable Cash Settlement Amount could decrease from what it would have been but for such delay.

Prospective purchasers should review the Conditions to ascertain whether and how such provisions apply to the Securities.

Certain Certificates may be subject to provisions concerning delivery of a Notice. If so, such Certificates may only be exercised by the delivery of a duly completed notice in the form set out in either the Certificate Agreement to Euroclear Netherlands, with a copy to the Principal Certificate Agent in accordance with the provisions set out in General Certificate Condition 3 and General Certificate Condition 4. If such notice is determined to be incomplete or not in proper form, or is not copied to the Principal Certificate Agent immediately after being delivered or sent to Euroclear Netherlands as provided in General Certificate Condition 4(A) and 4(C), such notice shall be null and void. Any Certificate with respect to which the Notice has not been duly completed and delivered by the cut-off time specified in General Certificate Condition 3(A) shall, subject to any provisions regarding deemed exercise, become void.

The failure to deliver any certifications required by the Conditions could result in the loss or inability to receive amounts or deliveries otherwise due under the Securities.

Prospective purchasers should review the Conditions to ascertain whether and how such provisions apply to the Securities.

Securities not exercised in accordance with the Conditions will (where exercise is required and subject to any automatic exercise) expire worthless.

***Amendments to “benchmarks” or their unavailability or discontinuation may adversely affect the value of, or return on, Securities linked to such benchmark***

The the Euro Interbank Offered Rate (“**EURIBOR**”) and other interest rate benchmarks (including, for example, EONIA) (“**Benchmarks**”) or other types of rates and indices which are deemed to be ‘benchmarks’ are the subject of ongoing national and international regulatory reform. Following the implementation of any such potential reforms, the manner of administration of benchmarks may change, with the result that they may perform or be calculated differently than in the past, or benchmarks could cease to exist entirely, or there could be other consequences which cannot be predicted.

In the United Kingdom, the Financial Conduct Authority (the “**FCA**”), which regulates the London Interbank Offered Rate (“**LIBOR**”), previously announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The continued publication of LIBOR on the current basis cannot be guaranteed after 2021. In March 2021, the FCA and ICE Benchmark Administration Limited (“**ICE**”) (the administrator of LIBOR) announced that Sterling, Euro, Swiss Franc and Japanese Yen LIBOR panels, as well as panels for 1-week and 2-month US dollar LIBOR, will cease at year end-2021, with the remaining US dollar LIBOR panels ceasing at end-June 2023. The FCA confirmed its decision to use its powers under the UK Benchmarks Regulation to require continued publication on a changed methodology (also known as a ‘synthetic’) basis for the 1-month, 3-month and 6-month sterling LIBOR settings and, until year end-2022, the same Japanese yen LIBOR settings. The FCA indicated that these synthetic LIBOR rates are not intended for use in new contracts, but are available for some holders of ‘legacy’ LIBOR-referencing contracts. Permanent cessation occurred immediately after 31 December 2021 for all Euro and Swiss Franc LIBOR tenors and certain Sterling, Japanese Yen and US Dollar LIBOR settings and will immediately occur after 30 June 2023 for certain other USD LIBOR settings. In relation to the remaining LIBOR settings (1-month, 3-month and 6-month Sterling, US Dollar and Japanese Yen LIBOR settings), the FCA will consult on, or continue to consider the case for, using its powers to require ICE to continue their publication under a changed methodology for a further period after year end-2021 (year end-June 2023 in the case of US Dollar LIBOR). The FCA announcement states that consequently, these LIBOR settings will no longer be representative of the underlying market that such settings are intended to measure immediately after 31 December 2021, in the case of the

Sterling and Japanese Yen LIBOR settings and immediately after 30 June 2023, in the case of the USD LIBOR settings. Any continued publication of the Japanese Yen LIBOR settings will also cease permanently at the end of 2022.

Similar regulatory developments in relation to other Benchmarks linked to inter-bank offered rates (“IBORs”) may lead to similar consequences for such other Benchmarks. Developments in this area are ongoing and could increase the costs and risks of administering or otherwise participating in the setting of a Benchmark, such that market participants are discouraged from continuing to administer or contribute to a Benchmark. Following the implementation of any such reforms the potential elimination of the LIBOR, EURIBOR or any other benchmark and its replacement with another benchmark, or changes in the manner of administration of any benchmark, could require an adjustment to the terms and conditions (in each case by way of an inclusion of an adjustment spread so as to reduce or eliminate, insofar as practicable, the economic prejudice or benefit (as the case may be) to the holders of such Securities), in respect of any Securities whose return is linked to the level or market value of the Underlying which has been affected by the elimination or amendment to the administration of a Benchmark (as the Underlying might receive a lower return following such elimination of, or amendment to the administration of, a Benchmark). There is no guarantee that an adjustment spread would be applied either in respect of the Underlying or the Securities themselves and that such adjustment spread(s) would achieve the effect of reducing or removing the economic distortion occasioned by the elimination of or changes to a Benchmark.

Any such consequences could have a material adverse effect on the trading market for, liquidity of, value of and return on the relevant Securities. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under such Securities or could have a material adverse effect on the value or liquidity of, and the amount payable under, such Securities.

**(b) Risks specific to Certificates**

***Certificates with a stop loss may be settled based on incorrect prices or levels if so published by the relevant Exchange or by the Index Sponsor in respect of an Index***

In the event that any price or level, published on the Exchange or by the Index Sponsor in respect of the Index and which is utilised for determining whether a Stop Loss Event has occurred, proves to be incorrect or is subsequently corrected (an “**Incorrect Price**”), a Stop Loss Event may have occurred on an Incorrect Price. If a Stop Loss Event occurs as a result of such Incorrect Price, such Stop Loss Event cannot be cancelled and will be deemed to have occurred and the relevant Certificates will be settled as if a Stop Loss Event had occurred. As such, there is a risk that the Certificates are settled on the basis of an Incorrect Price, while this would not have been the case if the Exchange or Index Sponsor had correctly provided the relevant price or level. The occurrence of a Stop Loss Event as a result of an Incorrect Price may adversely affect the value of such Certificates.

***The Certificates are short or long Certificates which entail risks such as automatic termination if the Underlying (as defined below) reaches a pre-determined level, the consequences of which may be the loss of the entire investment of an investor.***

The Certificates to be issued are either (i) open ended investment instruments without a fixed maturity or expiration date, which can be exercised by the Certificateholder (such Certificates collectively referred to as “**Open Ended Maturity Certificates**”, which expression shall include (w) Open Ended Certificates (“**Open Ended Certificates**”), (x) Best Certificates (“**Best Certificates**”) (y) Fixed Leverage Certificates (which may be Index Certificates only) (“**Fixed Leverage Certificates**”), and (z) Tracker Certificates (which may be Index Certificates only) (“**Tracker Certificates**”) or (ii)

investment instruments with a fixed maturity or expiration date, which will be exercised automatically following a Final Valuation Date (“**Limited Certificates**”). Open Ended Certificates, Limited Certificates and Tracker Certificates, can either be terminated by the Issuer following an Issuer Call, exercised by the Certificateholder, and may (with the exception of Fixed Leverage Certificates and Tracker Certificates) automatically terminate if the Underlying (as defined below) reaches a pre-determined level. Following any such event, the Certificates pay an amount determined by reference to the level of the underlying index (including, in the case of an index, the index and its constituent elements), share, currency, commodity, fund, government bond, other bond, index futures contract or other product, subject to the certificate entitlement. Investors should be aware that their entire investment may be lost in the event that the Underlying is valued at an unfavourable level.

The price at which a Certificateholder will be able to sell Certificates may be at a potentially substantial discount to the market value of the Certificates at the issue date, if, at such time and in addition to any other factors, the value of the Underlying is at an unfavourable level.

Certificates track the Underlying either on an open ended basis (in the case of Open-Ended Maturity Certificates) or until the relevant Final Valuation Date (in the case of Limited Certificates). The amount needed to invest in a Certificate (other than a Tracker Certificate) to give the same participation rate in the Underlying as a direct investment in the Underlying is considerably less. Therefore the percentage gain if the Underlying rises (in the case of long Certificates) or falls (in the case of short Certificates) and the percentage loss if the Underlying falls or rises, respectively, is higher in Certificates (other than Tracker Certificates) than in a direct investment in the Underlying. This is the leverage effect. Investors should be aware that the leverage effect from holding Certificates (other than Tracker Certificates) could result in gaining or losing a greater percentage of the investment than would occur through a direct investment in the Underlying. The maximum loss to the investor is the initial amount invested. Investors must expect to suffer a loss if the market price or value of the Underlying falls (in the case of long Certificates) or rises (in the case of short Certificates).

With the exception of Fixed Leverage Certificates and Tracker Certificates, a feature of Certificates is the stop-loss which, if breached, will result in the early termination of the Certificates. In case of Best Certificates and Limited Certificates, following such Stop Loss Event the Cash Settlement Amount to be received by a Certificateholder will always be zero.

Short Certificates enable the investor to profit from declining markets. Short Certificates track the Underlying in an inverse manner. If the value of the Underlying drops, the value of the short Certificate will rise, subject to the cost of financing provided by the Issuer, movements in any applicable foreign exchange rate and any expenses.

Long Certificates (which expression includes Fixed Leverage Certificates) enable the investor to profit from rising markets. Long Certificates track the Underlying. If the value of the Underlying rises, the value of the long Certificate will rise, subject, where applicable, to the cost of financing provided by the Issuer (or, in the case of Fixed Leverage Certificates, certain costs of the Issuer in hedging the certificate), movements in any applicable foreign exchange rate and any expenses.

***There may be limitations on a Certificateholder's right to exercise the Certificates***

- (a) *Limited Certificates.* If a Final Valuation Date is indicated in the applicable Final Terms, the Certificates will not be open ended and Certificateholders will not have a right of exercise. Certificates specifying a Final Valuation Date will have a fixed maturity and will only exercise automatically following such Final Valuation Date. Investors which have invested in Certificates with a fixed maturity will not be able to time the exercise of such Certificates and the Certificates will exercise automatically following such Final Valuation Date (when the market value of the

Certificates may not be at its highest level) which could cause a reduction in the return on the Certificates to that investor. Certificates with a fixed maturity could be considered for these reasons to be a less suitable investment for certain investors and could affect the market value of such Certificates accordingly as the automatic redemption limits the options of the investor;

- (b) *Maximum Exercise Amount.* If so indicated in the Conditions, the Issuer will have the option to limit the number of Certificates exercisable on any date (other than the final exercise date) to the maximum number so specified and, in conjunction with such limitation, to limit the number of Certificates exercisable by any person or group of persons (whether or not acting in concert) on such date. In the event that the total number of Certificates being exercised on any date (other than the final exercise date) exceeds such maximum number and the Issuer has elected to limit the number of Certificates exercisable on such date, a holder of Certificates may not be able to exercise on such date all the Certificates that it desires to exercise. In any such case, the number of Certificates to be exercised on such date will be reduced until the total number of Certificates exercised on such date no longer exceeds such maximum (unless the Issuer otherwise elects), such Certificates being selected as specified in the Conditions. Certificates tendered for exercise but not exercised on such date will be automatically exercised on the next date on which Certificates may be exercised, subject to the same daily maximum limitation and delayed exercise provisions. Investors should be aware that these restrictions could restrict the ability of that investor to exercise the Certificates at the moment when that investor considers to be most opportune and could result in a reduction in return to that investor. Certificates with this option could be considered for these reasons to be a less suitable investment for certain investors and could affect the market value of such Certificates accordingly as the limit on the number of Certificates exercisable on any date limits the options of the investor.
- (c) *Minimum Exercise Amount.* If so indicated in the Conditions, a Certificateholder may have to tender a specified minimum number of the Certificates at any one time in order to exercise the Certificates. Thus Certificateholders with fewer than the specified minimum number of such Certificates will either have to sell their Certificates or purchase additional Certificates, incurring transaction costs in each case, in order to realise a return on their investment, and may incur the risk that the trading price of the Certificates at that time is different from the applicable Cash Settlement Amount (as defined in the Certificate Product Conditions) of such Certificates.

Prospective purchasers should review the Conditions to ascertain whether and how such provisions apply to the Certificates.

**(c) Risks specific to Warrants**

See the risks described in “Risks relevant to all Securities” above.

## **5. RISKS RELATED TO TAX AND LEGAL MATTERS**

*Modification provisions set out in the General Certificate Conditions and General Warrant Conditions, if invoked, will result in changes to the Conditions, the result of which may, in certain circumstances, be adverse to one or more of the Securityholders*

The Issuer may decide to make modifications to the Securities without the consent of the Securityholders which may affect the Securityholders’ interest in any manner which the Issuer may deem necessary or desirable, provided that either:

- (a) such modification is not materially prejudicial to the interests of the Securityholders;

- (b) such modification is of a formal, minor or technical nature or to correct a manifest error or to cure, correct or supplement any defective provision; or
- (c) for the purpose of the substitution of another company as principal debtor under any Securities in place of the Issuer, in the circumstances described in General Certificate Condition 11 and General Warrant Condition 10.

Any such modification may be contrary to the interest of one or more Securityholders and as a result the Securities may no longer meet the requirements or investment objectives of a Securityholder.

***Risk related to the Dutch thin capitalisation rule***

A specific thin capitalisation rule applies to licensed banks and insurers with a registered office in the Netherlands and foreign banks and insurers with a permanent establishment in the Netherlands. In short, the rule applies to licensed banks and insurance companies and limits the interest deduction if the licenced bank or insurance company's equity is less than 9% (2022) of the commercial balance sheet total (to be determined on the basis of a set of specific provisions). This new thin capitalisation rule may have an adverse impact on the amount of interest the Issuer can deduct for Dutch corporate income tax purposes and thus on its financial position and ability to perform its obligations under the Securities.

***Singapore taxation risk***

Certain Securities to be issued from time to time under this Programme, may be, during the period from the date of this Securities Note to 31 December 2023, intended to be "qualifying debt securities" pursuant to Income Tax Act 1947 of Singapore (the "**Income Tax Act**") and the MAS Circular FDD Cir 11/2018 entitled "Extension of Tax Concessions for Promoting the Debt Market" issued by the Monetary Authority of Singapore ("**MAS**") on 31 May 2018, subject to the fulfilment of certain conditions more particularly described under the heading "Taxation - Singapore Taxation". However, there is no assurance that such Securities will continue to enjoy the tax concessions in connection therewith should the relevant tax laws or MAS circulars be amended or revoked at any time in which case, subject to certain conditions being met (as further described under the heading "Taxation – Singapore Taxation") certain Securityholders could be required to pay taxes under the Income Tax Act.

***Risk that a difference in insolvency law could impact recovery by Securityholders***

In the event that the Issuer becomes insolvent, insolvency proceedings will be generally governed by the insolvency laws of the Issuer's place of incorporation, which is the Netherlands. The insolvency laws of the Issuer's place of incorporation may be different from the insolvency laws of an investor's home jurisdiction and the treatment and ranking of holders of Securities issued by the Issuer and the Issuer's other creditors and shareholders if the Issuer was subject to the insolvency laws of the investor's home jurisdiction. As a result, payments to Securityholders, when the Issuer has entered into Dutch insolvency proceedings, could be subject to more of a delay and less of a recovery by holders in respect of the Securities to what that investor may expect in its home jurisdiction.

## IMPORTANT NOTICES

Any Securities issued under the Programme are issued subject to the provisions set out herein. This does not affect any Securities issued prior to the date hereof.

The Prospectus comprises a base prospectus relating to non-equity securities for the purposes of Article 8(6) of the Prospectus Regulation. In respect of each individual series of PR Securities, Final Terms will be filed with the AFM.

This Securities Note has been drawn up in accordance with Annexes 14, 17, 22 and 28 of the Commission Delegated Regulation (EU) 2019/980, as amended and has been approved by the Netherlands Authority for the Financial Markets (the “AFM”) in its capacity as competent authority under the Prospectus Regulation. **The AFM only approves this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Securities that are the subject of this Securities Note and investors should make their own assessment as to the suitability of investing in the Securities.**

The Issuer accepts responsibility for the information contained in this Securities Note. To the best of the Issuer’s knowledge, the information contained in this Securities Note is in accordance with the facts and makes no omission likely to affect the import of such information.

Any information from third parties has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by that third party, does not omit anything which would render the reproduced information inaccurate or misleading.

The Prospectus is to be read in conjunction with any supplement thereto and all documents which are incorporated by reference therein (see the section “*Documents Incorporated by Reference*” in the Registration Document). Such documents shall be incorporated in, and form part of the Prospectus, save that any statement contained in a document which is incorporated by reference therein shall be deemed to be modified or superseded for the purpose of the Prospectus to the extent that a later statement contained therein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall, except as so modified or superseded, not constitute a part of the Prospectus. Full information on the Issuer and any Tranches of PR Securities is only available on the basis of the combination of the Prospectus as a whole (comprising this Securities Note and the Registration Document), as supplemented from time to time, and the relevant Final Terms.

In relation to each separate issue of Securities, the issue price and the amount of such Securities will be determined, based on then prevailing market conditions at the time of the issue of the Securities, and will be set out in the applicable Final Terms (as defined below). The applicable Final Terms will be provided to investors and filed with the relevant competent authority for the purposes of the Prospectus Regulation (i) when any public offer of Securities is made in the European Economic Area as soon as practicable and in advance of the beginning of the offer and (ii) when admission to trading of Securities on a regulated market in the European Economic Area is sought as soon as practicable and in advance of the admission to trading.

The Securities will not contain any provision that would oblige the Issuer to gross-up any amounts payable thereunder in the event of any withholding or deduction for or on account of taxes levied in any jurisdiction. The Securities will be distributed by the Issuer on a non-syndicated basis. The Securities will be issued on a continuing basis by the Issuer to the purchasers thereof, which may include any Dealers appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing



basis and which may include ING Bank N.V. acting in its capacity as a Dealer and separate from that as the Issuer (each a “**Dealer**” and together the “**Dealers**”).

Notice of the number of Securities, the issue price of Securities and any other terms and conditions not contained herein which are applicable to each issue of Securities will be set forth in the final terms (the “**Final Terms**”) for the particular issue.

Certificates will be issued (i) in uncertificated and dematerialised book-entry form in accordance with the Dutch Securities Giro Act (*Wet giraal effectenverkeer*) and the rules, regulations and operating procedures applicable to and/or issued by Euroclear Netherlands (ii) if designated as “German Certificates” or “European Certificates” in the applicable Final Terms, in bearer form and represented by one or more global certificates deposited with Clearstream, Frankfurt to which the rules of the German Deposit Act (*Depotgesetz*) and the general terms of business of Clearstream, Frankfurt apply or (iii) if designated as “Polish Certificates” in the applicable Final Terms, in uncertificated and dematerialised book-entry form in accordance with the Polish Act dated 29 July 2005 on Trading in Financial Instruments (*Ustawa z dnia 29 lipca 2005 o obrocie instrumentami finansowymi*, Dz.U. 2017, poz. 1768, unified text) and the rules, regulations and operating procedures applicable to and/or issued by Polish National Depository for Securities (*Krajowy Depozyt Papierów Wartościowych S.A.*) from time to time. No physical global certificate or definitive certificates will be issued in respect of Certificates. The Certificates create options exercisable by the relevant holder and are either (i) Open Ended Maturity Certificates without a fixed maturity or expiration date, which include Best Certificates, which can be exercised by the Certificateholder, or (ii) Limited Certificates with a fixed maturity or expiration date, which will be exercised automatically following a Final Valuation Date. Unless otherwise provided for in the Final Terms, there is no obligation upon any holder of Open Ended Maturity Certificates and Best Certificates to exercise his Certificate nor, in the absence of such exercise, any obligation on the Issuer to pay any amount or deliver any asset to any holder of a Certificate. Upon exercise, the holder of a Certificate will be required to certify (in accordance with the provisions outlined in the section entitled “Subscription and Sale”) that it is not a U.S. person and that it is not exercising such Certificates on behalf of a U.S. person.

Warrants will be issued (i) if designated “Dutch Warrants” in the applicable Final Terms, in uncertificated and dematerialised book-entry form in accordance with the Dutch Securities Giro Act (*Wet giraal effectenverkeer*) and the rules, regulations and operating procedures applicable to and/or issued by Euroclear Netherlands (ii) if designated as “European Warrants” in the applicable Final Terms, in bearer form and represented by one or more global warrants deposited with Clearstream, Frankfurt to which the rules of the German Deposit Act (*Depotgesetz*) and the general terms of business of Clearstream, Frankfurt apply or (iii) if designated as “Polish Warrants” in the applicable Final Terms, in uncertificated and dematerialised book-entry form in accordance with the Polish Act dated 29 July 2005 on Trading in Financial Instruments (*Ustawa z dnia 29 lipca 2005 o obrocie instrumentami finansowymi*, Dz.U. 2017, poz. 1768, unified text) and the rules, regulations and operating procedures applicable to and/or issued by Polish National Depository for Securities (*Krajowy Depozyt Papierów Wartościowych S.A.*) from time to time. No physical global warrant or definitive warrants will be issued in respect of Warrants. The Warrants will be exercisable in the manner set forth in this Securities Note and in the applicable Final Terms. Upon exercise, the holder of a Warrant will be required to certify (in accordance with the provisions outlined in the section entitled “Subscription and Sale”) that it is not a U.S. person and that it is not exercising such Warrant on behalf of a U.S. person.

The Issuer has a senior debt rating from S&P Global Ratings Europe Limited (“**S&P**”), Moody’s France S.A.S. (“**Moody’s**”) and Fitch Ratings Ireland Limited (“**Fitch**”), details of which are contained in the Registration Document. S&P, Moody’s and Fitch are established in the European Union and are registered under the Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (as amended from time to time, the “**CRA Regulation**”).

Tranches (as defined herein) of Securities issued under the Programme may be rated or unrated. Where a Tranche of Securities is to be rated, such rating will not necessarily be the same as any ratings assigned to the Issuer, the Programme or any Securities already issued. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

No person has been authorised to give any information or to make any representation not contained in or incorporated by reference into the Prospectus or any other information supplied in connection with the Programme and, the Issuer does not take any responsibility for and cannot provide assurance as to the reliability of, information that any other person may give.

Neither the delivery of the Prospectus nor the offering, sale or delivery of any Securities shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. Investors should carefully review and evaluate, *inter alia*, the most recent financial statements of the Issuer when deciding whether or not to purchase any Securities.

Neither the Prospectus nor any other information supplied in connection with the Programme should be considered as a recommendation by the Issuer that any recipient of the Prospectus or any other information supplied in connection with the Programme should purchase any Securities. Each investor contemplating purchasing any Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither the Prospectus nor the information contained in it or any other information supplied in connection with the Programme or the issue of any Securities constitutes an offer or invitation by or on behalf of the Issuer to any person to subscribe for or to purchase any Securities.

**THE SECURITIES MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS** – Each potential investor in any Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Securities, the merits and risks of investing in the relevant Securities and the information contained or incorporated by reference in the Prospectus or any applicable supplement or in the applicable Final Terms;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the relevant Securities will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Securities, including Securities with principal or other amounts payable in one or more currencies, or where the currency for principal or other payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the relevant Securities and be familiar with the behaviour of any relevant indices and/or financial markets;
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks;
- (f) understand that the Securities are leveraged products and have knowledge of the risks associated with leveraged products; and
- (g) NOT consider that the issue of Securities linked to a particular Underlying is a recommendation by the Issuer to invest (whether directly or indirectly) in that Underlying or any of its constituent elements. The

Issuer and/or its affiliates may make investment decisions for themselves which differ from those that a potential investor would make by investing in the Securities. In particular, investment decisions of the Issuer and/or its affiliates are based on their current economic circumstances, overall credit exposure, risk tolerance and economic conditions, which are subject to change. The Issuer is not required to hold the Underlying (or its constituent elements) as a hedge and it may choose not to do so.

Securities can be relatively 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 such Securities unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of the Securities and the impact this investment will have on the potential investor's overall investment portfolio.

The Prospectus is not, and does not purport to be, investment advice or an investment recommendation to purchase the Securities. The Issuer, including its branches and any group company, is acting solely in the capacity of an arm's length contractual counterparty and not as a purchaser's financial adviser or fiduciary in any transaction, unless the Issuer has agreed to do so in writing. If a prospective investor does not have experience in financial, business and investment matters sufficient to permit it to make such a determination, the investor should consult with its financial adviser prior to deciding to make an investment on the suitability of the Securities. Investors risk losing their entire investment or part of it.

Each prospective investor of Securities 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 (i) is 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 any 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). In particular, investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should therefore consult its legal advisers to determine whether and to what extent (i) the Securities are legal investments for it, (ii) the Securities can be used as underlying securities 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.

#### **HOW THE VALUE OF AN INVESTMENT IS AFFECTED BY THE VALUE OF AN UNDERLYING**

The Securities may be either Certificates or Warrants, which will be either Short Certificates or Long Certificates (in the case of Certificates) or Short Warrants or Long Warrants (in the case of Warrants). For such purposes:

**“Short Certificates”** are certificates that are designed to enable the investor to profit from declining markets by tracking the Underlying in an inverse manner. If the value of the Underlying drops, the value of the Short Certificate is expected to rise, subject to the cost of financing provided by the Issuer, movements in any applicable foreign exchange rate and any expenses. The difference between a Short Certificate and an ordinary certificate that tracks the Underlying in an inverse manner is that in the case of a Short Certificate, the amount needed to invest to give the same inverse participation rate in the Underlying is usually considerably less.

**“Long Certificates”** (which expression includes Fixed Leverage Certificates) are certificates that are designed to enable the investor to profit from rising markets by tracking the Underlying. If the value of the Underlying rises, the value of the Long Certificate is also expected to rise, subject, where applicable, to the cost of financing provided by the Issuer (or, in the case of Fixed Leverage Certificates, certain costs of the Issuer in hedging the Certificate), movements in any applicable foreign exchange rate and any expenses. The difference between a Long Certificate and an ordinary certificate or an indirect investment in the Underlying is that in the case of a Long Certificate, the amount needed to invest to give the same participation rate in the Underlying is usually considerably less.

**“Short Warrants”** are designed to enable the investor to profit from declining markets. Short Warrants track the Underlying in an inverse manner. If the value of the Underlying drops, the value of the Short Warrant is expected to rise, subject to taking into account parity, movements in any applicable foreign exchange rate and any expenses. If the value of the Underlying rises, the value of the Short Warrants is expected to fall, subject to taking into account parity, movements in any applicable foreign exchange rate and any expenses.

**“Long Warrants”** are designed to enable the investor to profit from rising markets. Long Warrants track the Underlying. If the value of the Underlying rises, the value of the Long Warrants is also expected to rise, subject to taking into account parity, movements in any applicable foreign exchange rate and any expenses. If the value of the Underlying falls, the value of the Long Warrants is also expected to fall, subject to taking into account parity, movements in any applicable foreign exchange rate and any expenses.

## **OFFER RESTRICTIONS**

Other than in Certificates offered in Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Poland or Spain or Warrants offered in Belgium, France, Germany, the Netherlands or Poland, the Issuer does not represent that the Prospectus may be lawfully distributed, or that Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer which would permit a public offering of the Securities or distribution of this document in any jurisdiction where action for that purpose is required, other than (if so indicated in the applicable Final Terms) in certain Member States of the European Economic Area. Accordingly, the Securities may not be offered or sold, directly or indirectly, and neither the Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction where such offer, sale, distribution and/or publication would be prohibited. As-if-and-when-issued-trading makes it possible to trade in the Certificates listed on Euronext Amsterdam, Euronext Paris, the Warsaw Stock Exchange or the Frankfurt Stock Exchange, if applicable, before they have been issued. However, prospective investors in Securities should not rely on trading on this basis as a commitment by the Issuer to accept an application to subscribe for Certificates to refrain from withdrawing, cancelling or otherwise modifying an offer of Securities.

The distribution of the Prospectus and the offer or sale of Securities may be restricted by law in certain jurisdictions. Persons into whose possession the Prospectus or any Securities come must inform themselves about, and observe, any such restrictions. See the section entitled “Subscription and Sale”.

Unless the Final Terms in respect of any Securities specify Belgium as public offer jurisdiction, the Securities are not intended to be offered, sold or otherwise made available to and will not be offered, sold or otherwise made available to “consumers” (*consumenten/consommateurs*) within the meaning of the Belgian Code of Economic law (*Wetboek economisch recht/Code de droit économique*).

**MiFID II product governance / target market** – The Final Terms in respect of any Securities will 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 Directive 2014/65/EU (as amended, “**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 the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

**UK MiFIR product governance / target market** – The Final Terms in respect of any Securities may include a legend entitled “UK MiFIR Product Governance” which 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 the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

**IMPORTANT – EEA RETAIL INVESTORS** – If the Final Terms in respect of any Securities includes a legend entitled “Prohibition of Sales to EEA Retail Investors”, the Securities are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, “**IDD**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIPs 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 PRIPs Regulation.

**IMPORTANT – UK RETAIL INVESTORS** – If the Final 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 or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it

forms part of UK domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Securities may not be offered, sold, pledged or otherwise transferred within the United States or to or for the account or benefit of U.S. persons, except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act and any applicable state securities laws. For a description of certain further restrictions on offers and sales of the Securities and on the distribution of the Prospectus, see the section entitled “Subscription and Sale”.

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

## GENERAL

Amounts payable under the Securities may be calculated by reference to the Euro Interbank Offered Rate (“**EURIBOR**”) which is provided by the European Money Markets Institute (“**EMMI**”) as administrator, or any other benchmark. As at the date of this Securities Note, EMMI appears on the register of administrators and benchmarks (the “**ESMA Benchmarks Register**”) established and maintained by the European Securities and Markets Authority (“**ESMA**”) pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) (the “**Benchmarks Regulation**”). As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that ICE is not currently required to obtain authorisation or registration (or, if located outside the European Union (“**EU**”), recognition, endorsement or equivalence).

The Prospectus includes general summaries of the Dutch, Belgian, French, German, Luxembourg and Polish tax considerations relating to an investment in the Securities. Such summaries may not apply to a particular holder of Securities. Any potential investor should consult its own tax adviser for more information about the tax consequences of acquiring, owning and disposing of Securities in its particular circumstances.

All references in the Prospectus to “U.S. dollars”, “dollar”, “U.S.\$”, “\$”, “USD” and “U.S. cent.” refer to the lawful currency of the United States of America, those to “Japanese Yen”, “Yen”, “JPY” and “¥” refer to the lawful currency of Japan, those to “euro”, “EUR” and “€” refer to the lawful currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union, those to “Australian Dollar”, “AUD”, “AU\$” and “A\$” refer to the lawful currency of Australia, those to “Brazilian Real”, “Brazilian Reais” and “BRL” refer to the lawful currency of the Federative Republic of Brazil, those to “Canadian Dollar”, “CAD” and “C\$” refer to the lawful currency of Canada, those to “Czech Koruna” and “CZK” refer to the lawful currency of the Czech Republic, those to “Danish Krone”, “DKr” and “DKK” refer to the lawful currency of the Kingdom of Denmark, those to “Hong Kong Dollar”, “HK\$” and “HKD” refer to the lawful currency of Hong Kong, those to “Korean Won” and “KRW” are to the lawful currency of the Republic of Korea, those to “Mexican Peso”, “MXN” and “MXP” refer to the lawful currency of the United Mexican States, those to

“New Zealand Dollar”, “NZ\$” and “NZD” refer to the lawful currency of New Zealand, those to “Norwegian Krone”, “Nkr” and “NOK” refer to the lawful currency of the Kingdom of Norway, those to “Philippine Peso” and “PHP” refer to the lawful currency of the Republic of the Philippines, those to “Renminbi”, “CNY” or “RMB” are to the single currency of the People’s Republic of China, those to “PLN” refer to the lawful currency of the Republic of Poland, those to “Russian Ruble”, “Russian Rouble”, “RUR” and “RUB” refer to the lawful currency of the Russian Federation, those to “Singapore Dollar”, “S\$” and “SGD” refer to the lawful currency of the Republic of Singapore, those to “Sterling”, “£”, “GBP” and “STG” refer to the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland, those to “Swedish Krona”, “SKr” and “SEK” refer to the lawful currency of the Kingdom of Sweden, those to “Swiss Franc”, “Sfr”, “CHF” and “SWF” refer to the lawful currency of Switzerland and those to “Taiwanese Dollar”, “New Taiwanese Dollar” and “TWD” refer to the lawful currency of the Republic of China.

This Securities Note includes or incorporates by reference “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the United States Securities Exchange Act 1934, as amended (the “**Exchange Act**”). All statements other than statements of historical fact included or incorporated by reference in this Securities Note, including, without limitation, those regarding the Issuer’s financial position, business strategy, plans and objectives of management for future operations, are forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Issuer, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the Issuer’s present and future business strategies and the environment in which the Issuer will operate in the future. These forward-looking statements speak only as of the date of this Securities Note or as of such earlier date at which such statements are expressed to be given. The Issuer expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Issuer’s expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

#### **PUBLIC OFFERS OF NON-EXEMPT PR SECURITIES IN THE EUROPEAN ECONOMIC AREA**

Non-Exempt PR Securities may, subject as provided below, be offered in a Member State of the European Economic Area (each a “**Member State**”) in circumstances where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus. Any such offer is referred to in this Securities Note as a “**Public Offer**”.

The Prospectus has been prepared on a basis that permits Public Offers of Certificates in Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Poland and Spain and Public Offers of Warrants in Belgium, France, Germany, the Netherlands and Poland (each “**Public Offer Jurisdictions**”). Any person making or intending to make a Public Offer of Non-Exempt PR Securities in a Public Offer Jurisdiction on the basis of the Prospectus must do so only with the Issuer’s consent (see “Consent to use Prospectus” below). Save as provided above, neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any Public Offer of Securities in circumstances in which an obligation arises for either the Issuer or any Dealer to publish or supplement the Prospectus for such offer.

If the Issuer intends to make or authorise any Public Offer of Non-Exempt PR Securities in one or more Member States other than a Public Offer Jurisdiction or the United Kingdom (where any offer of Securities in the United Kingdom will be made pursuant to an exemption under Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”)), it will prepare a supplement to the Prospectus specifying such Member State(s) or the United Kingdom (as applicable) and any additional information required by the Prospectus Regulation (or UK Prospectus

Regulation, as the case may be) in respect thereof. Such supplement will also set out provisions relating to the Issuer's consent to use the Prospectus in connection with any such Public Offer.

### **Consent to use Prospectus**

Any financial intermediary is entitled, within the limitations of the selling restrictions applicable pursuant to the Prospectus, to use the Prospectus (as supplemented at the relevant time, if applicable) during the term of validity of the Prospectus for purposes of a public offer of Certificates in Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Poland and Spain and a public offer of Warrants in Belgium, France, Germany, the Netherlands and Poland (each such financial intermediary, an "**Authorised Offeror**"). The Issuer accepts responsibility for the content of the Prospectus in relation to any person who purchases any Certificates in Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Poland or Spain or any Warrants in Belgium, France, Germany, the Netherlands or Poland and the subsequent resale or final placement of the Securities made by an Authorised Offeror in the circumstances described herein.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the Issuer's website ([www.ingsprinters.nl](http://www.ingsprinters.nl), [www.ingturbos.fr](http://www.ingturbos.fr), [www.ingmarkets.de](http://www.ingmarkets.de) and [www.ingmarkets.com](http://www.ingmarkets.com)).

When using the Prospectus, each relevant Authorised Offeror must ensure that it complies with all applicable laws and regulations in force in the respective jurisdictions.

**In the event of an offer being made by an Authorised Offeror, the Authorised Offeror shall provide information to investors on the terms and conditions of the Securities including information regarding costs and expenses (if any) at the time of that offer.**

**Any further Authorised Offeror using the Prospectus shall state on its website that it uses the Prospectus in accordance with this consent and the conditions attached to this consent.**



## DOCUMENTS AVAILABLE FOR INSPECTION

So long as this Securities Note is valid, which is 12 months from its date and expiring on 4 August 2023, electronic versions of the following documents will be available on the following websites:

- (a) a copy of the Registration Document together with any supplement to the Registration Document - [www.ingmarkets.com](http://www.ingmarkets.com);
- (b) a copy of this Securities Note together with any supplement to this Securities Note - [www.ingmarkets.com](http://www.ingmarkets.com);
- (c) in respect of each set of Final Terms relating to a Certificate issued by the Issuer and publicly offered and/or admitted to trading on a regulated market - [www.ingsprinters.nl](http://www.ingsprinters.nl), [www.ingmarkets.de](http://www.ingmarkets.de), [www.ingturbo.fr](http://www.ingturbo.fr), [www.ingturbo.pl](http://www.ingturbo.pl) and [www.ingmarkets.com](http://www.ingmarkets.com); and
- (d) in respect of each set of Final Terms relating to a Warrant issued by the Issuer and publicly offered and/or admitted to trading on a regulated market - [www.ingmarkets.com](http://www.ingmarkets.com).

## SUPPLEMENTS

If at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to the information included in the Prospectus consisting of separate documents (i.e. this Securities Note and the Registration Document) which may affect the assessment of any Securities which arises or is noted between the time when the Prospectus is approved and the closing of the offer period of such Securities or the time when trading of such Securities on a regulated market begins, whichever occurs later, the Issuer shall prepare a supplement to the Prospectus for use in connection with any subsequent offering of Securities to be offered to the public in the EEA or to be admitted to trading on a regulated market within the EEA and shall supply to the AFM and, where applicable, the stock exchange operating the relevant market such number of copies of such supplement or replacement document as relevant applicable legislation may require.

## GENERAL CERTIFICATE CONDITIONS

*The following, other than this paragraph in italics, are the general terms and conditions of the Certificates issued by the Issuer (the “**General Certificate Conditions**”) which are applicable to all Certificates. Particular Certificates will be further subject to the Certificate Product Conditions (as defined below) applicable to the particular type of Certificates being issued and the Final Terms applicable to the particular Series being issued. In the event of any inconsistency between the General Certificate Conditions and the Final Terms, the Final Terms shall prevail. In the case of a Tranche of Certificates which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under Regulation (EU) 2017/1129 (as amended or superseded) (“**Exempt Certificates**”), the Final Terms may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the General Certificate Conditions, replace or modify the General Certificate Conditions for the purposes of such Tranche of Certificates.*

ING Bank N.V. (the “**Issuer**”) may from time to time issue exercisable certificates (such exercisable certificates being hereinafter referred to as the “**Certificates**”) pursuant to (i) a Certificate Agreement dated as of 25 March 2022 (as modified, supplemented and/or restated as at the issue date of the Certificates, the “**ING Certificate Agreement**”) between ING Bank N.V. as issuer, ING Bank N.V. as principal certificate agent (the “**ING Principal Certificate Agent**”, which expression shall include any additional or successor principal certificate agent) and the other certificate agents named therein (together with the ING Principal Certificate Agent, the “**ING Certificate Agents**”, which expression shall include any additional or successor certificate agents); (ii) a Polish Certificate Agreement dated as of 25 March 2022 (as modified, supplemented and/or restated as at the issue date of the Certificates, the “**Polish Certificate Agreement**”, and, together with the ING Certificate Agreement, the “**Certificate Agreements**”) between ING Bank N.V. as issuer and BNP Paribas Securities Services S.C.A., Poland Branch as principal certificate agent (the “**Polish Principal Certificate Agent**”, which expression shall include any additional or successor principal certificate agent) and the other certificate agents named therein (together with the Polish Principal Certificate Agent, the “**Polish Certificate Agents**”, which expression shall include any additional or successor certificate agents, as specified in the applicable Final Terms). The ING Principal Certificate Agent and Polish Principal Certificate Agent shall hereinafter be referred to as the “**Principal Certificate Agent**” and the ING Certificate Agents and the Polish Certificate Agents shall hereinafter be referred to as the “**Certificate Agents**”.

If ING Bank N.V. is specified in the applicable Final Terms as Principal Certificate Agent, the Certificates will be issued pursuant to the ING Certificate Agreement. If the Polish Principal Certificate Agent is specified in the applicable Final Terms as Principal Certificate Agent, the Certificates will be issued pursuant to the Polish Certificate Agreement. References made herein to the Principal Certificate Agent and Certificate Agents shall be construed accordingly. The Issuer shall undertake the duties of calculation agent (the “**Calculation Agent**”) in respect of the Certificates as set out below and in the applicable Final Terms.

No Certificates in definitive form will be issued. The Certificates which are not designated as “German Certificates”, “European Certificates” or “Polish Certificates” in the applicable Final Terms will be registered in uncertificated book entry form with the Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. (“**Euroclear Netherlands**”). No physical global certificates or certificates will be issued in respect of Certificates. The Certificates are issued subject to and in accordance with the terms and conditions herein, and are further subject to the Dutch Securities Giro Act (*Wet giraal effectenverkeer*) and the Rules for Book-Entry Deposits (*Reglement Girodepots*) and the Guidelines Euroclear Nederland (*Richtlijnen Euroclear Nederland*) issued by Euroclear Netherlands and from time to time amended (together, the “**Regulations**”). Delivery (*uitlevering*) of Certificates will only be possible in the limited circumstances prescribed by the Securities Giro Act.

Certificates designated as “German Certificates” or “European Certificates” in the applicable Final Terms will be issued in bearer form and represented by one or more global certificates deposited with Clearstream Banking AG, Eschbom (“**Clearstream, Frankfurt**”). No physical global certificates or certificates will be issued in respect of Certificates. The Certificates are issued subject to and in accordance with the terms and conditions herein, and are further subject to the German Deposit Act (*Depotgesetz*) and the general terms of business of Clearstream, Frankfurt, as from time to time amended (together, the “**German Regulations**”). Delivery of definitive Certificates will only be possible in the limited circumstances prescribed by the German Regulations.

Certificates designated as “Polish Certificates” in the applicable Final Terms will be issued in uncertificated and dematerialised book-entry form in accordance with the Polish Act dated 29 July 2005 on Trading in Financial Instruments (*Ustawa z dnia 29 lipca 2005 o obrocie instrumentami finansowymi*), as amended (“**Polish Act on Trading in Financial Instruments**”). No physical global certificates or certificates will be issued in respect of Certificates. The Certificates are issued subject to and in accordance with the terms and conditions herein, and are further subject to the Polish Act on Trading in Financial Instruments and all other applicable, regulations and operating procedures applicable to and/or issued by the Polish National Depository for Securities (*Krajowy Depozyt Papierów Wartościowych S.A.*) (“**PNDS**”) from time to time (*Regulamin Krajowego Depozytu Papierów Wartościowych*) (the “**PNDS Rules**”) designated as registrar for the Polish Certificates in the applicable Final Terms (which is expected to be PNDS). Any payments on any Polish Certificates will be made through the PNDS in accordance with the PNDS Rules and detailed operating rules and regulations of PNDS (*Szczegółowe zasady działania Depozytu Papierów Wartościowych*).

All Certificates will be distributed by the Issuer on a non-syndicated basis.

At the discretion of the Issuer, Certificates are offered and/or listed under the name “Sprinter Certificates” or “ING Turbo Certificates”.

The applicable Final Terms for the Certificates supplement these General Certificate Conditions and, in respect of Exempt Certificates, may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these General Certificate Conditions, supplement, replace or modify these General Certificate Conditions for the purposes of the Certificates.

References herein to the “**applicable Final Terms**” are to the Final Terms registered with Euroclear Netherlands, or in the case of German Certificates or European Certificates, registered with Clearstream, Frankfurt, or in the case of Polish Certificates, registered with PNDS.

As used herein, “**Tranche**” means Certificates which are identical in all respects (including as to listing) and “**Series**” means a Tranche of Certificates together with any further Tranche or Tranches of Certificates which are (i) expressed to be consolidated and form a single series and (ii) are identical in all respects (including as to listing) except for their respective Issue Dates and/or Issue Prices.

Copies of the Certificate Agreements and the applicable Final Terms may be obtained during normal office hours from the specified office of the Issuer.

Words and expressions defined in the Certificate Agreements or used in the applicable Final Terms shall have the same meanings where used in these General Certificate Conditions unless the context otherwise requires or unless otherwise stated.

The holders of Certificates (“**Certificateholders**”) are entitled to the benefit of and are deemed to have notice of and are bound by all the provisions of the applicable Certificate Agreement (insofar as they relate to the Certificates) and the applicable Final Terms, which are binding on them.

## **1 Type, Title and Transfer**

(A) *Type*

The Certificates are Index Certificates, Share Certificates, Currency Certificates, Commodity Certificates, Fund Certificates, Government Bond Certificates, Other Bond Certificates or Index Futures Certificates. Certain additional terms will, unless otherwise varied in the applicable Final Terms, apply to Index Certificates, Share Certificates, Currency Certificates, Commodity Certificates, Fund Certificates, Government Bond Certificates, Other Bond Certificates and Index Futures Certificates as set out in the additional conditions for the relevant products (collectively, the “**Certificate Product Conditions**”).

(B) *Title to Certificates*

Title to the Certificates (other than German Certificates, European Certificates and Polish Certificates) shall pass by book-entry in accordance with the Securities Giro Act and the Regulations. Rights in respect of such Certificates shall belong to a community to be subdivided into as many equal denominations (in the Regulations referred to as *coupures*) as there are Certificates in the relevant series.

In the case of German Certificates and European Certificates, any Certificateholder is entitled to a proportionate co-ownership or other beneficial interest or right in the global certificate held by Clearstream, Frankfurt, which may be transferred to a new Certificateholder in accordance with the provisions of the German Regulations.

In case of Polish Certificates, where PNDS is the relevant clearing system, the ownership of the Polish Certificates will be transferred in accordance with dematerialised and book-entry securities regulations contained under the Polish Act on Trading in Financial Instruments and the PNDS Rules.

(C) *Transfers of Certificates*

Transfer and delivery of denominations of Certificates (other than German Certificates, European Certificates and Polish Certificates) shall take place solely between or through the intermediary of admitted institutions (“**Admitted Institutions**”, as defined in the Regulations as *aangesloten instellingen*) of Euroclear Netherlands. Certificateholders shall each hold a co-ownership right in respect of the community of denominations.

Transfer of German Certificates and European Certificates shall take place solely between or through the intermediary of admitted institutions of Clearstream, Frankfurt. A holder of a co-ownership right in respect of a global certificate held by Clearstream, Frankfurt is referred to as “German Certificateholder” or “European Certificate Holder” (as applicable).

Transfer of the Polish Certificates may take place solely through the member(s) (*uczestnik*) of PNDS as defined in the PNDS Rules.

(D) *Payments in respect of Certificates*

All payments in respect of the Certificates (other than German Certificates, European Certificates and Polish Certificates) shall be made in accordance with the Regulations. In particular, payment of principal or any other payments on or in respect of such Certificates to the Certificateholders will be effected through Admitted Institutions of Euroclear Netherlands. The Issuer shall deposit or cause to be deposited the funds intended for payment on such Certificates to an account of Euroclear Netherlands. The Issuer will by such deposit be discharged of its obligations towards the Certificateholders. Euroclear Netherlands will be discharged of their obligation to pay by paying the relevant funds to the Admitted Institutions which according to Euroclear Netherlands’ record hold a share in the *girodepot*

(as referred to in the Securities Giro Act) with respect to such Certificates. The relevant payment is to be made in proportion to the share in such *girodepot* held by each of such Admitted Institutions in accordance with the relevant provisions of the Rules for Book-Entry Deposits. Euroclear Netherlands shall not be obliged to make any payment in excess of funds it actually received as funds free of charges of any kind whatsoever.

Transfers of Certificates (other than German Certificates, European Certificates and Polish Certificates) may not be effected after (i) the exercise of such Certificates pursuant to General Certificate Condition 4; (ii) the date upon which the Issuer gives notice to the Certificateholders of the occurrence of a Stop Loss Event; or (iii) the date upon which the Issuer gives notice to the Certificateholders of its intention to terminate the Certificates as a result of an Issuer Call.

Any reference herein to Euroclear Netherlands shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Certificate Agent from time to time and notified to the Certificateholders in accordance with General Certificate Condition 8.

All payments in respect of German Certificates or European Certificates shall be made in accordance with the German Regulations. In particular, payment of principal or any other payments on or in respect of the German Certificates or European Certificates to the German Certificateholders or European Certificate holders (as applicable), will be effected through the admitted institutions of Clearstream, Frankfurt. The Issuer shall deposit or cause to be deposited the funds intended for payment on the German Certificates or European Certificates to an account of Clearstream, Frankfurt. The Issuer will by such deposit be discharged of its obligations towards the German Certificateholders and European Certificate holders, respectively. Clearstream, Frankfurt will be discharged of their obligation to pay by paying the relevant funds to the admitted institutions which according to Clearstream, Frankfurt's record hold a share in the global certificates representing the German Certificates or the European Certificates. The relevant payment will be made in proportion to the share in such global certificates held by each of such admitted institutions. Clearstream, Frankfurt shall not be obliged to make any payment in excess of funds it actually received as funds free of charge of any kind whatsoever.

All payments in respect of the Polish Certificates shall be made in accordance with the PNDS Rules and detailed operating rules and regulations of PNDS (*Szczegółowe zasady działania Krajowego Depozytu Papierów Wartościowych*). In particular, payment of principal or any other payments on or in respect of the Certificates to the Certificateholders will be effected through the direct member(s) of PNDS (*uczestnicy bezpośredni*) ("*podmiot wykonujący świadczenie z warrantów na rachunek emitenta*").

Prior to the clearing of the Certificates, the PNDS shall establish on the basis of its records the number of Certificateholders entitled to receive a payment and inform either the Issuer or the direct member(s) of PNDS (*uczestnicy bezpośredni*) ("*podmiot wykonujący świadczenie z warrantów na rachunek emitenta*") about the amounts due to the Certificateholders. The Issuer shall deposit or cause to be deposited the funds intended for payment on the Certificates to an account of PNDS. The Issuer will by such deposit be discharged of its obligations towards the Certificateholders.

(E) *Delivery of Certificates*

Delivery of any Certificates shall be effected against payment.

## 2 Status of the Certificates

The Certificates are unsecured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and equally with all other unsecured and unsubordinated obligations of the Issuer from time to time outstanding, save as otherwise provided by law.

*In respect of this General Certificate Condition 2, reference is made to bail-in as referred to in the section entitled “Risk Factors” in the Registration Document, including without limitation under the heading “Risk Factors - Risks related to the regulation and supervision of the Group - The Issuer is subject to several bank recovery and resolution regimes that include statutory write down and conversion as well as other powers, which remains subject to significant uncertainties as to scope and impact on it” and “Description of ING Bank N.V - Regulation and Supervision - Bank Recovery and Resolution Directive”.*

### **3 Exercise and Termination; Cash Settlement**

#### *(A) Exercise*

Provided no Stop Loss Event has occurred (which, for the avoidance of doubt, shall not apply to Fixed Leverage Certificates or Tracker Certificates), and notwithstanding notice of an Issuer Call, the Certificates (i) are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date (in the case of Best Certificates, Open Ended Certificates, Fixed Leverage Certificates and Tracker Certificates) or (ii) will be exercised automatically following the Final Valuation Date (in the case of Limited Certificates).

#### *(B) Stop Loss Event*

Following a Stop Loss Event, the Certificates (excluding Fixed Leverage Certificates and Tracker Certificates) will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date as the case may be.

#### *(C) Issuer Call*

The Issuer may terminate, subject to the occurrence of a valid Exercise or a Stop Loss Event, the Certificates, in whole but not in part, on any Business Day by giving Certificateholders at least the Issuer Call Notice Period notice of its intention to terminate the Certificates, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with General Certificate Condition 8 and shall specify the Issuer Call Date and Settlement Date.

#### *(D) Cash Settlement*

Each Certificate entitles its holder, upon due Exercise, termination pursuant to an Issuer Call or (with the exception of Fixed Leverage Certificates and Tracker Certificates) following a Stop Loss Event, to receive from the Issuer on the Settlement Date:

- (i) the Exercise Cash Settlement Amount, or (in the case of Fixed Leverage Certificates only) the Gap Cost Adjustment Option Exercise Cash Settlement Amount, as the case may be, following a valid Exercise;
- (ii) the Issuer Call Cash Settlement Amount, following a valid Issuer Call; or
- (iii) the Stop Loss Cash Settlement Amount, following a Stop Loss Event.

Each of the Exercise Cash Settlement Amount, the Issuer Call Cash Settlement Amount and the Stop Loss Cash Settlement Amount is hereinafter referred to as a “**Cash Settlement Amount**”.

Expenses will be deducted as part of the calculation of the Cash Settlement Amount (other than in the case of Best Certificates and Limited Certificates where the Cash Settlement Amount is the Stop Loss Cash Settlement Amount). The Cash Settlement Amount will never be below zero.

The Issuer shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each Certificate to the Certificateholder's account for value on the Settlement Date.

*(E) General*

The Calculation Agent shall give notice to the holders of the Certificates, in accordance with General Certificate Condition 8, of the occurrence of a Disrupted Day if it results in the postponement of any payment or delivery in respect of the Certificates.

**4 Exercise Procedure in respect of Best Certificates, Open Ended Certificates, Fixed Leverage Certificates and Tracker Certificates**

*(A) Notice*

Certificates may only be exercised by the delivery, or the sending by tested telex (confirmed in writing) or facsimile, of a duly completed notice (a “**Notice**”) in the form set out in the Certificate Agreement (copies of which form may be obtained from the Certificate Agents during normal office hours) to Euroclear Netherlands or, in the case of German Certificates or European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDŚ with a copy to the Principal Certificate Agent in accordance with the provisions set out in General Certificate Condition 3 and this General Certificate Condition 4.

The Notice shall (among other things):

- (i) specify the series number of the Certificates and the number of Certificates being exercised;
- (ii) specify the number of the Certificateholder's account at Euroclear Netherlands or, in the case of German Certificates or European Certificates, specify the number of the Certificateholders' securities deposit at Clearstream, Frankfurt or, in the case of Polish Certificates, specify the account of the PNDŚ member (uczestnik) to be debited with the Certificates being exercised;
- (iii) irrevocably instruct Euroclear Netherlands or, in the case of German Certificates or European Certificates, the bank that holds the Certificateholders' securities account or, in the case of Polish Certificates, the PNDŚ member (uczestnik) to debit on or before the Settlement Date the Certificateholder's account or securities account with the Certificates being exercised;
- (iv) specify the number of the Certificateholder's account at Euroclear Netherlands or, in the case of German Certificates or European Certificates, specify the Certificateholder's cash account at Clearstream, Frankfurt or, in the case of Polish Certificates, specify the account of the PNDŚ member (uczestnik) to be credited with the Cash Settlement Amount (if any) for each Certificate being exercised;
- (v) include an undertaking to pay all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with the exercise of such Certificates and an authority to Euroclear Netherlands or, in the case of German Certificates or European Certificates, the account holding bank at Clearstream, Frankfurt or, in the case of Polish Certificates, the PNDŚ member (uczestnik) to deduct an amount in respect thereof from any Cash Settlement Amount due to such Certificateholder

and/or to debit a specified account of the Certificateholder at Euroclear Netherlands or, in the case of German Certificates or European Certificates, a specified account at Clearstream, Frankfurt or, in the case of Polish Certificates, a specified account held by the PNDS member (uczestnik) in respect thereof and to pay such Expenses; and

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

all as provided in the Certificate Agreement.

*(B) Verification of the Certificateholder*

Upon receipt of a Notice, Euroclear Netherlands or, in the case of German Certificates and European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDS shall verify that the person exercising the Certificates is the holder thereof according to the books of Euroclear Netherlands or, in the case of German Certificates and European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDS. Subject thereto, Euroclear Netherlands or, in the case of German Certificates and European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDS will confirm to the Principal Certificate Agent the series number and number of Certificates being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount. Upon receipt of such confirmation, the Principal Certificate Agent will inform the Issuer thereof. Euroclear Netherlands, or in the case of German Certificates and European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDS will on or before the Settlement Date debit the account of the relevant Certificateholder or, in the case of Polish Certificates, the relevant PNDS member (*uczestnik*) account with the Certificates being exercised. Upon exercise of less than all the Certificates, a depositary or common depositary for the relevant clearing system(s) will, on the instructions of, and on behalf of, the Principal Certificate Agent, note such exercise and the number of Certificates so constituted shall be reduced by the cancellation *pro tanto* of the Certificates so exercised.

*(C) Determinations*

Any determination as to whether a Notice is duly completed and in proper form shall be made by Euroclear Netherlands or, in the case of German Certificates and European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDS in consultation with the Principal Certificate Agent, and shall be conclusive and binding on the Issuer, the Certificate Agents and the relevant Certificateholder.

**Subject as set out below, any Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Certificate Agent immediately after being delivered or sent to Euroclear Netherlands or, in the case of German Certificates and European Certificates, to Clearstream, Frankfurt or, in the case of Polish Certificates, PNDS as provided in paragraph (A) above, shall be null and void.**

If such Notice is subsequently corrected to the satisfaction of Euroclear Netherlands or, in the case of German Certificates and European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDS in consultation with the Principal Certificate Agent, it shall be deemed to be a new Notice submitted at the time such correction was delivered to or Euroclear Netherlands or, in the case of German Certificates and European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDS and the Principal Certificate Agent.



**Any Certificate with respect to which the Notice has not been duly completed and delivered in the manner set out above by the cut-off time specified in General Certificate Condition 3(A) shall become void.**

Neither the Issuer nor the Certificate Agents shall be liable to any person with respect to any action taken or omitted to be taken by them in connection with any determination as to whether a Notice is complete or in proper form or the notification of such determination to a Certificateholder.

*(D) Delivery of a Notice*

Delivery of a Notice shall constitute an irrevocable election by the relevant Certificateholder to exercise the Certificates specified. After the delivery of such Notice, such exercising Certificateholder may not transfer such Certificates.

*(E) Exercise Risk*

Exercise of the Certificates is subject to all applicable laws, regulations and practices in force on the relevant Exercise Date and none of the Issuer or any Certificate Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. None of the Issuer or the Certificate Agents shall under any circumstances be liable for any acts or defaults of Euroclear Netherlands or, in the case of German Certificates and European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDŚ in relation to the performance of its duties in relation to the Certificates.

*(F) Minimum and Maximum Number of Certificates Exercisable*

The number of Certificates exercisable by any Certificateholder on the Exercise Date, as determined by the Issuer, must not be less than one. Any Notice which purports to exercise Certificates in breach of this provision shall be void and of no effect. There is no maximum number of Certificates exercisable on an Exercise Date unless otherwise stated in the applicable Final Terms.

## **5 Illegality**

If the Issuer determines that the performance of its obligations under the Certificates or any Hedging Arrangement made to hedge its obligations thereunder has become illegal or otherwise prohibited in whole or in part for any reason, the Issuer may cancel the Certificates by giving notice to Certificateholders in accordance with General Certificate Condition 8.

Should any one or more of the provisions contained in these General Certificate Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

If the Issuer cancels the Certificates then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Certificateholder in respect of each Certificate held by such holder, which amount shall be the fair market value of a Certificate notwithstanding such illegality or prohibition less, unless specified otherwise in the Final Terms, the cost to the Issuer of amending or liquidating any Hedging Arrangements, together with any costs, expenses, fees or taxes incurred by the Issuer in respect of any Hedging Arrangements all as determined by the Calculation Agent. Payment will be made in such manner as shall be notified to the Certificateholders in accordance with General Certificate Condition 8.

## **6 Purchases**

The Issuer may, but is not obliged to, whether in the context of market making or otherwise, purchase Certificates at any price in the open market or by tender or private treaty. Any Certificates so purchased may be held or resold or surrendered for cancellation.

## **7 Agents, Determinations and Modifications**

### **(A) Certificate Agents**

The specified offices of the Certificate Agents are as set out at the end of these General Certificate Conditions.

The Issuer reserves the right at any time to vary or terminate the appointment of any Certificate Agent and to appoint further or additional Certificate Agents, provided that no termination of appointment of the Principal Certificate Agent shall become effective until a replacement Principal Certificate Agent shall have been appointed and provided that, so long as any of the Certificates are listed or admitted to trading on a stock exchange, there shall be a Certificate Agent having a specified office in each location (if any) required by the rules and regulations of the relevant stock exchange. Notice of any termination of appointment and of any changes in the specified office of any Certificate Agent will be given to Certificateholders in accordance with General Certificate Condition 8. In acting under the Certificate Agreement, each Certificate Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Certificateholders and any determinations and calculations made in respect of the Certificates by any Certificate Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer and the Certificateholders.

### **(B) Calculation Agent/Issuer**

In relation to each issue of Certificates, the Calculation Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Certificateholders. For the purposes of the Certificates, any determinations, calculations or other decisions made by the Calculation Agent and/or the Issuer under or pursuant to the terms of the Certificates shall be made in its/their sole and absolute discretion. All such determinations, calculations or other decisions of the Calculation Agent and/or the Issuer shall (save in the case of manifest error) be final, conclusive and binding on all parties, and neither the Calculation Agent nor the Issuer shall have any liability to any person therefor.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

### **(C) Modifications**

The Issuer may modify these General Certificate Conditions, the other terms and conditions applicable to any Certificates and/or the Certificate Agreement without the consent of the Certificateholders in any manner which the Issuer may deem necessary or desirable provided that such modification is not materially prejudicial to the interests of the Certificateholders or such modification is of a formal, minor or technical nature or to correct a manifest error or to cure, correct or supplement any defective provision contained herein and/or therein. Notice of any such modification will be given to the Certificateholders in accordance with General Certificate Condition 8 but failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

## **8 Notices**

All notices required to be given pursuant to the terms and conditions applicable to the Certificates to Certificateholders shall be valid if delivered to Euroclear Netherlands or in the case of German Certificates and European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDŚ for communication by them to the holders of the Certificates and, in addition, for so long as any Certificates are

listed or admitted to trading on a stock exchange and the rules of that stock exchange (or any other relevant authority) so require, such notice will be published in the manner required by the rules of that stock exchange (or other relevant authority). Notice shall be deemed to have been given to the holders of the Certificates on the first day after the day on which the said notice was given to Euroclear Netherlands or, in the case of German Certificates and European Certificates, Clearstream, Frankfurt or, in the case of Polish Certificates, PNDS.

## **9 Expenses and Taxation**

- (A) A holder of Certificates must pay all Expenses relating to such Certificates as provided above.
- (B) The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise or enforcement of any Certificate and all payments made by the Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

## **10 Further Issues**

The Issuer shall be at liberty from time to time without the consent of Certificateholders to create and issue further Certificates so as to be consolidated with and form a single series with the outstanding Certificates.

## **11 Substitution of the Issuer**

- (A) The Issuer may, without any further consent of the Certificateholders being required, when no payment or delivery obligation on any of the Certificates is in default, be replaced and substituted by any directly or indirectly wholly owned subsidiary of the Issuer (the “**Substituted Obligor**”) as principal obligor in respect of the Certificates provided that:
  - (i) such documents shall be executed by the Substituted Obligor and the Issuer as may be necessary to give full effect to the substitution (together the “**Documents**”) and (without limiting the generality of the foregoing) pursuant to which the Substituted Obligor shall undertake in favour of each Certificateholder to be bound by the General Certificate Conditions of the Certificates and the provisions of the Certificate Agreement as fully as if the Substituted Obligor had been named in the Certificates and the Certificate Agreement as the principal obligor in respect of the Certificates in place of the Issuer and pursuant to which the Issuer shall guarantee, which guarantee shall be unconditional and irrevocable, (the “**Guarantee**”) in favour of each Certificateholder, the performance by the Substituted Obligor of all obligations under the Certificates;
  - (ii) the Documents shall contain a covenant by the Substituted Obligor and the Issuer to indemnify and hold harmless each Certificateholder against all liabilities, costs, charges and expenses (provided that insofar as the liabilities, costs, charges and expenses are taxes or duties, the same arise by reason of a law or regulation having legal effect or being in reasonable contemplation on the date such substitution becomes effective) which may be incurred by or levied against such holder as a result of any substitution pursuant to this General Certificate Condition and which would not have been so incurred or levied had such substitution not been made (and, without limiting the foregoing, such liabilities, costs, charges and expenses shall include any and all taxes or duties which are imposed on any such Certificateholder by any political subdivision or taxing authority of any country in which such Certificateholder resides or is subject

to any such tax or duty and which would not have been so imposed had such substitution not been made);

- (iii) the Documents shall contain a warranty and representation by the Substituted Obligor and the Issuer (a) that each of the Substituted Obligor and the Issuer has obtained all necessary governmental and regulatory approvals and consents for such substitution and the performance of its obligations under the Documents, and that all such approvals and consents are in full force and effect and (b) that the obligations assumed by each of the Substituted Obligor and the Issuer under the Documents are all valid and binding in accordance with their respective terms and enforceable by each Certificateholder;
  - (iv) each stock exchange which has Certificates listed or admitted to trading thereon shall have confirmed that following the proposed substitution of the Substituted Obligor such Certificates would continue to be listed or admitted to trading (as the case may be) on such stock exchange;
  - (v) the Substituted Obligor shall have delivered to the Principal Certificate Agent or procured the delivery to the Principal Certificate Agent of a legal opinion from a leading firm of local lawyers acting for the Substituted Obligor to the effect that the Documents constitute legal, valid and binding obligations of the Substituted Obligor, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Obligor for the Issuer and to be available for inspection by Certificateholders at the specified office of the Principal Certificate Agent;
  - (vi) the Issuer shall have delivered to the Principal Certificate Agent or procured the delivery to the Principal Certificate Agent of a legal opinion from the internal legal adviser to the Issuer to the effect that the Documents (including the Guarantee) constitute legal, valid and binding obligations of the Issuer, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Obligor for the Issuer and to be available for inspection by Certificateholders at the specified office of the Principal Certificate Agent; and
  - (vii) the Issuer shall have delivered to the Principal Certificate Agent or procured the delivery to the Principal Certificate Agent of a legal opinion from a leading firm of Dutch lawyers to the effect that the Documents (including the Guarantee) constitute legal, valid and binding obligations of the Substituted Obligor and the Issuer under the laws of the Netherlands, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Obligor for the Issuer and to be available for inspection by Certificateholders at the specified office of the Principal Certificate Agent.
- (B) In connection with any substitution effected pursuant to this General Certificate Condition, neither the Issuer nor the Substituted Obligor need have any regard to the consequences of any such substitution for individual Certificateholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and no Certificateholder, except as provided in General Certificate Condition 11(A)(ii), shall be entitled to claim from the Issuer or any Substituted Obligor under the Certificates any indemnification or payment in respect of any tax or other consequences arising from such substitution.
- (C) Upon the execution of the Documents as referred to in paragraph (A) above, and subject to the notification as referred to in paragraph (E) below having been given, the Substituted Obligor shall be deemed to be named in the Certificates as the principal obligor in place of the Issuer and the Certificates shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Issuer as issuer from all of its obligations as principal

obligor in respect of the Certificates save that any claims under the Certificates prior to release shall enure for the benefit of Certificateholders.

- (D) The Documents shall be deposited with and held by the Principal Certificate Agent for so long as any Certificates remain outstanding and for so long as any claim made against the Substituted Obligor by any Certificateholder in relation to the Certificates or the Documents shall not have been finally adjudicated, settled or discharged. The Substituted Obligor and the Issuer shall acknowledge in the Documents the right of every Certificateholder to the production of the Documents for the enforcement of any of the Certificates or the Documents.
- (E) Not later than 15 business days after the execution of the Documents, the Substituted Obligor shall give notice thereof to the Certificateholders in accordance with General Certificate Condition 8.

## **12 Governing Law and Jurisdiction**

The Certificates and the Certificate Agreement, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, the laws of the Netherlands.

The Issuer submits for the exclusive benefit of the Certificateholders, to the jurisdiction of the courts of Amsterdam, the Netherlands judging in first instance, and its appellate courts. Without prejudice to the foregoing, the Issuer further irrevocably agrees that any suit, action or proceedings arising out of or in connection with any Certificates or the Certificate Agreement may be brought in any other court of competent jurisdiction.

## PRODUCT CONDITIONS RELATING TO INDEX CERTIFICATES

*The terms and conditions applicable to Certificates issued by the Issuer linked to an index shall comprise the General Certificate Conditions and the additional terms and conditions set out below (the “**Index Certificate Conditions**”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Certificate Conditions and/or the Index Certificate Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Best Certificates**” means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Index Certificates or Short Index Certificates.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following provisions:

#### (A) Best Certificates

(1) in the case of a Best Certificate which is a Long Index Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Best Certificate which is a Short Index Certificate:

(a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

**(B) Open Ended Certificates**

- (1) in the case of an Open Ended Certificate which is a Long Index Certificate:

- (a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”).

- (2) in the case of an Open Ended Certificate which is a Short Index Certificate:

- (a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”).

**(C) Limited Certificates**

- (1) in the case of a Limited Certificate which is a Long Index Certificate:

- (a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Limited Certificate which is a Short Index Certificate:

- (a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”),

(D) Fixed Leverage Certificates

(1) Upon Exercise:

- (a) in circumstances other than pursuant to the delivery of a Gap Cost Adjustment Option Exercise Notice:

Security Ratio x (Parity x Final Reference Price – Management Fee Amount – Gap Cost Amount) (the “**Exercise Cash Settlement Amount**”); and

- (b) pursuant to a Gap Cost Adjustment Option Exercise Notice:

The Gap Cost Adjustment Option Exercise Cash Settlement Amount.

(2) Upon an Issuer Call:

Security Ratio x (Parity x Final Reference Price – Management Fee Amount – Gap Cost Amount (the “**Issuer Call Cash Settlement Amount**”),

(E) Tracker Certificates

(1) in the case of a Tracker Certificate:

- (a) Upon Exercise:

Final Reference Price x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

Termination Reference Price x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”).

provided that the Cash Settlement Amount shall not be less than zero. The Cash Settlement Amount shall (where applicable) be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards.



**“Change in Law”** means that, on or after the Issue Date (or as otherwise set forth in the Final Terms) (A) due to the adoption of or any change in any applicable law, regulation, rule, order, ruling or procedure (including, without limitation, any tax law and any regulation, rule, order, ruling or procedure of any applicable regulatory authority, tax authority and/or any exchange) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction (including, without limitation, any relevant exchange or trading facility) of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that:

(X) it has (or it expects that it will) become illegal for the Issuer or any of its Affiliates, to (i) hold, acquire or dispose of any Component of the Index or to enter into transactions on or relating to any Component of the Index or (ii) perform its obligations under the Certificates; or

(Y) the Issuer or any of its Affiliates would (or would expect to) incur a materially increased cost in (i) holding, acquiring or disposing of any Component of the Index, (ii) maintaining, entering into or unwinding any Hedging Arrangement, and/or (iii) performing its obligations under the Certificates (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

**“Component”** means in respect of an Index, any shares, equity options or other component comprised in such Index. If the Index itself comprises or includes one or more other Indices, **“Component”** shall be read and construed as the relevant underlying shares, equity options or other components.

**“Current Financing Level”** means, subject to adjustment in accordance with Index Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; and minus
- (c) if applicable, Notional Dividend Amounts.

The Current Financing Level on the Trade Date is the level specified as such in the applicable Final Terms.

**“Current Spread”** means the rate (expressed as a percentage rate per annum) as determined by the Calculation Agent having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines to be relevant. The Current Spread may be reset on a Reset Date, subject to the **“Maximum Spread”** (as specified in the applicable Final Terms) per annum (save that if, in the sole discretion of the Calculation Agent, at any time the market rate for borrowing the Components or hedging the Certificates with futures materially exceeds such market rate as of the Trade Date, the Current Spread and/or Maximum Spread may be increased to reflect this change). The Current Spread on the Trade Date is the spread specified as such in the applicable Final Terms.

**“Current Stop Loss Premium”** means an amount in the Financing Level Currency, as determined by the Calculation Agent on each Reset Date, in its sole and absolute discretion, and subject to adjustment in accordance with Index Certificate Condition 2, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the **“Minimum Premium”** nor greater than the **“Maximum Premium”** (both as specified in the applicable Final Terms) of the Current Financing Level, subject to adjustment in accordance with Index Certificate Condition 2. The percentage used for calculating the Current Stop Loss Premium (the **“Current Stop Loss Premium Rate”**) on the Trade Date is the rate specified as such in the applicable Final Terms.

**“Disrupted Day”** means, in respect of the Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index, (ii) any Related Exchange fails to open for trading during its regular trading session or (iii) on which a Market Disruption Event has occurred.

**“Early Closure”** means, in respect of the Index, the closure on any Exchange Business Day of the Exchange(s) or Related Exchange(s) prior to its/their 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(s) or Related Exchange(s) system(s) for execution at the Valuation Time on an Exchange Business Day.

**“Entitlement”** means the number specified as such in the applicable Final Terms, subject to any adjustment in accordance with Index Certificate Condition 2.

**“Exchange(s)”** means, in respect of the Index, in respect of any securities comprised in the Index, the stock exchanges (from time to time) on which in the determination of the Calculation Agent such securities are listed for the purposes of the Index or any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprised in the Index has temporarily been relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities underlying such Index on such successor or substitute exchange or quotation system as on the original Exchange).

**“Exchange Business Day”** means, in respect of the Index, any Scheduled Trading Day on which the relevant Exchange(s) and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange(s) or Related Exchange(s) closing prior to its/their Scheduled Closing Time.

**“Exchange Disruption”** means, in respect of the Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for any security comprised in the Index on any relevant Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Index on any relevant Related Exchange.

**“Exchange Rate”** means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

**“Exercise”** means (i) a Certificateholder’s right to exercise the Certificates (in the case of Best Certificates, Open Ended Certificates, Fixed Leverage Certificates, and Tracker Certificates) or (ii) the automatic exercise of the Certificates following the Final Valuation Date (in the case of Limited Certificates), in accordance with General Certificate Condition 3 and (in the case of Best Certificates, Open Ended Certificates, Fixed Leverage Certificates and Tracker Certificates) General Certificate Condition 4.

**“Exercise Date”** means (i) in the case of Best Certificates, Open Ended Certificates, Tracker Certificates and Fixed Leverage Certificates (in circumstances where Exercise is other than pursuant to the delivery of a Gap Cost Adjustment Option Exercise Notice) and subject to a Stop Loss Event (if applicable), the third Business Day preceding the scheduled Valuation Date; and (ii) in the case of Fixed Leverage Certificates where Exercise is pursuant to delivery of a Gap Cost Adjustment Option Exercise Notice, the earlier of (a) the date of delivery of such Gap Cost Adjustment Option Exercise Notice (which may be no later than the tenth Business Day following the delivery of a Gap Cost Adjustment Notice); and (b) the third Business Day preceding the scheduled Valuation Date, as provided in General Certificate Condition 3 and subject to General Certificate Condition 4.

**“Exercise Time”** means the time specified as such in the applicable Final Terms.

**“Expenses”** means, in respect of a Certificate, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise, an Issuer Call or following a Stop Loss Event in connection with such Certificate and/or (b) in connection with any payment or delivery due upon Exercise, an Issuer Call or following a Stop Loss Event or otherwise in respect of such Certificate.

**“Final Reference Price”** means an amount equal to the official closing value of the Index at the Valuation Time on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the price of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the securities comprised in the Index on the Exchange and such other factors as the Calculation Agent determines relevant.

**“Final Valuation Date”** means the date specified in the applicable Final Terms.

**“Financing Level Currency”** means the currency specified as such in the applicable Final Terms.

**“Fixed Leverage Certificates”** means Certificates designated as such in the applicable Final Terms.

**“Funding Cost”** means, subject to adjustment in accordance with Index Certificate Condition 2, an amount, as determined by the Calculation Agent, equal to:

(1) in the case of a Long Index Certificate:

- (a) Prevailing Rate plus Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

(2) in the case of a Short Index Certificate:

- (a) Prevailing Rate minus Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

The Funding Cost may be a negative number.

**“Gap Cost”** means, in respect of the Issue Date and any subsequent calendar day, a percentage (not exceeding the Maximum Gap Cost) determined by the Issuer.

The Gap Cost shall be determined by the Issuer having regard to prevailing market conditions affecting the volatility of the underlying asset(s) to which the Index is linked, the price level(s) of such asset(s) and any other factors as the Issuer deems relevant in determining the associated hedging cost for the gap risk management.

**“Gap Cost Adjustment Notice”** means a notice of increase of the Maximum Gap Cost given by or on behalf of the Issuer, in accordance with General Certificate Condition 8.

**“Gap Cost Adjustment Option Exercise Cash Settlement Amount”** means, in respect of a Certificate, its fair market value following Exercise, taking into account the cost to the Issuer (or any of its Affiliates) of amending or liquidating any Hedging Arrangement, together with any costs, expenses, fees or taxes incurred by the Issuer (or any of its Affiliates) in respect of any Hedging Arrangements.

**“Gap Cost Adjustment Option Exercise Notice”** means a Notice of Exercise designated as such, pursuant to which the Certificateholder shall receive the Gap Cost Adjustment Option Exercise Cash Settlement Amount.

**“Gap Cost Amount”** means, in respect of any calendar day, an amount determined by the Calculation Agent in accordance with the following formula:

- (a) 1/365; multiplied by
- (b) Parity; multiplied by
- (c) Index Level; multiplied by
- (d) Gap Cost

If such calendar day is not a Scheduled Trading Day, the Index Level shall be the Index Level in respect of the Scheduled Trading Day immediately preceding such calendar day.

**“Gap Cost Amount<sub>t-1</sub>”** means, in respect of the determination of the Parity on a calendar day, the Gap Cost Amount in respect of the calendar day immediately preceding such calendar day.

**“Hedging Arrangement”** means any hedging arrangements entered into by the Issuer and/or its Affiliates at any time with respect to the Certificates, including without limitation the entry into of any transaction(s) and/or purchase and/or sale of any Component of the Index or any other asset(s) to hedge the equity price risk of entering into and performing the obligations of the Issuer under the Certificates and any associated foreign exchange transactions.

**“Hedging Disruption”** means any event or combination of events or circumstances, that are not attributable to the Issuer that significantly alters the economics of the Certificates compared to the economics as of the Issue Date, but do not render performance of the Issuer’s obligations under the Certificates impossible, in connection with which the Issuer and/or its Affiliates is (or would be) unable to (A) hold, acquire, re-establish, substitute, maintain, unwind or dispose of any Component of the Index and/or any Hedging Arrangement, or (B) realise, recover or remit the proceeds of any Component and/or any Hedging Arrangement and/or (C) any other event specified as such in the applicable Final Terms.

**“Index”** means the index specified as such in the Final Terms or any Successor Index.

**“Index Cancellation”** means, in respect of the Index, the Index Sponsor in respect of the Index cancels the Index and no Successor Index exists.

**“Index Disruption”** means, in respect of the Index, the Index Sponsor in respect of the Index fails to calculate and announce the Index Level.

**“Index Level”** means, in respect of the Index, on any relevant Scheduled Trading Day, the official closing level of the Index, as calculated and published by the Index Sponsor.

**“Index Level<sub>t-1</sub>”** means, in respect of the determination of the Parity on a calendar day, the Index Level in respect of the Scheduled Trading Day immediately preceding such calendar day.

**“Index Modification”** means, in respect of the Index, the Index Sponsor announces that it will make (in the opinion of the Calculation Agent) a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain such Index in the event of changes in constituent securities and capitalisation and other routine events).

**“Index Sponsor”** means, unless otherwise specified in the applicable Final Terms, the corporation or entity as determined by the Calculation Agent that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day, failing whom such person acceptable to the Calculation Agent who calculates and announces the relevant Index or any agent or person acting on behalf of such person.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Certificates by the Issuer in accordance with General Certificate Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Certificate Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Index and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“Limited Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Index Certificates or Short Index Certificates.

**“Long Index Certificate”** means a Certificate designated as a “Long Warrant” in the applicable Final Terms and which shall include, for the avoidance of doubt, Fixed Leverage Certificates.

**“Management Fee”** means

- (1) in respect of the Issue Date, zero; and
- (2) in respect of any subsequent calendar day, a percentage (not exceeding the Maximum Management Fee) determined by the Issuer.

**“Management Fee Amount”** means

- (1) in respect of the Issue Date, zero; and
- (2) in respect of any subsequent calendar day, an amount determined by the Calculation Agent in accordance with the following formula:
  - (a)  $1/365$ ; multiplied by

- (b) Parity; multiplied by
- (c) Index Level; multiplied by
- (d) Management Fee.

If, in respect of (2) above, such calendar day is not a Scheduled Trading Day, the Index Level shall be the Index Level in respect of the Scheduled Trading Day immediately preceding such calendar day.

**“Management Fee Amount<sub>1</sub>”** means, in respect of the determination of the Parity on a calendar day, the Management Fee Amount in respect of the calendar day immediately preceding such calendar day.

**“Maximum Gap Cost”** means the percentage specified as such in the applicable Final Terms. The Issuer has the right to adjust the Maximum Gap cost if, at any time, it determines in its sole discretion that the market costs associated with hedging the gap risk have materially increased as compared to the corresponding market costs as of either the Issue Date, or the date on which the Maximum Gap Cost was most recently adjusted.

In the event that the Issuer increases the Maximum Gap Cost, it shall give a Gap Cost Adjustment Notice and such increase shall come into effect on the 11th Business Day following the date of such Gap Cost Adjustment Notice.

**“Maximum Management Fee Amount”** means the percentage specified as such in the applicable Final Terms.

**“Market Disruption Event”** means the occurrence or existence on any Scheduled Trading Day of (i) a Trading Disruption or (ii) an Exchange Disruption, which in each case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure or (iv) a Change in Law or a (v) a Hedging Disruption, provided that the securities comprised in the Index in respect of which an Early Closure, an Exchange Disruption and/or a Trading Disruption occurs or exists amount, in the determination of the Calculation Agent, in aggregate to 20 per cent. or more of the level of the Index. For the purpose of determining whether a Market Disruption Event exists at any time 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 occurrence of such Market Disruption Event, as determined by the Calculation Agent.

**“Notional Dividend Amount”** means, if “Notional Dividend Amount” is applied by the Index Sponsor, an amount as determined by the Calculation Agent, equal to (1) in the case of a Long Index Certificate: (i) the sum of the cash dividends and/or other cash distributions in respect of each security comprised in the Index which have an ex-dividend date occurring during the Notional Dividend Period net of applicable withholding taxes without regard to any tax credits, or (ii) the market implied dividend during the Notional Dividend Period, less any Expenses; or (2) in the case of a Short Index Certificate: (i) the sum of the full cash dividends declared in respect of each security comprised in the Index which have an ex-dividend date occurring during the Notional Dividend Period without regard to any withholding taxes or other deductions, multiplied by the prevailing percentage payable under market standard stock borrow agreements, or (ii) the market implied dividend during the Notional Dividend Period, plus any Expenses.

**“Notional Dividend Period”** means, unless otherwise specified in the applicable Final Terms, each period from (but excluding) the Trade Date to (and including) the earlier of the next following Reset Date, Issuer Call Date, Valuation Date or the Stop Loss Termination Date and thereafter from (but excluding) the Reset Date to (and including) the earlier of the next following Reset Date, Issuer Call Date, Valuation Date or the Stop Loss Termination Date.

**“Open Ended Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Index Certificates or Short Index Certificates.

**“Parity”** means:

- (1) in respect of the Issue Date, 1; and
- (2) in respect of any subsequent calendar day, an amount determined by the Calculation Agent in accordance with the following formula:
  - (a) the product of:
    - (x)  $\text{Parity}_{t-1}$ ; and
    - (y)  $\text{Index Level}_{t-1}$ ; minus
  - (b)  $\text{Management Fee Amount}_{t-1}$ ; minus
  - (c)  $\text{Gap Cost Amount}_{t-1}$ ; divided by
  - (d)  $\text{Index Level}_{t-1}$ .

**“Parity<sub>t-1</sub>”** means, in respect of the determination of the Parity on a calendar day, the Parity in respect of the calendar day immediately preceding such calendar day.

**“Prevailing Rate”** means the reference rate, as determined by the Calculation Agent in its discretion, acting in good faith and in a commercially reasonable manner, for deposits or borrowing transactions in the Financing Level Currency in the interbank market for a designated maturity of (or based on a compounded rate for) either three months, one month or overnight, as selected by the Calculation Agent in its discretion, acting in good faith and in a commercially reasonable manner.

**“Related Exchange”** means, in respect of the Index, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the Index or such other options or futures exchange(s) as the Calculation Agent may select, any transferee exchange or quotation system or any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Reset Date”** means the Trade Date and thereafter (a) the first Business Day of each calendar month or (b) a Business Day, as determined by the Calculation Agent.

**“Scheduled Closing Time”** means in respect of an Exchange or a Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or such Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

**“Scheduled Trading Day”** means, in respect of the Index, any day on which the Index Sponsor is scheduled to publish the level of the Index and each Related Exchange is scheduled to be open for trading for its regular trading session.

**“Security Ratio”** means the value specified as such in the applicable Final Terms.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date, (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Certificate Condition 3, or (iii) in relation to a Stop Loss Event, not later than the fourth Business Day following the Stop Loss Termination Valuation Date.

**“Short Index Certificate”** means a Certificate designated as a “Short Certificate” in the applicable Final Terms.

**“Stop Loss Event”** occurs (in respect of Certificates excluding Fixed Leverage Certificates and Tracker Certificates) if, subject to any adjustment in accordance with Index Certificate Condition 2, the level of the Index as calculated and published by the Index Sponsor (which shall be deemed to be a monetary value in the Financing Level Currency) is at any time on any Scheduled Trading Day, from and including the Trade Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, (1) in the case of a Long Index Certificate, less than or equal to the Stop Loss Price; or (2) in the case of a Short Index Certificate, greater than or equal to the Stop Loss Price. If no such level is available, the level will be determined by the Calculation Agent in its absolute discretion.

**“Stop Loss Price”** means:

- (i) in the case of Best Certificates, the Current Financing Level;
- (ii) in the case of Limited Certificates, the Current Financing Level; and
- (iii) in the case of Open Ended Certificates, an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Index Certificate Condition 2, determined by the Calculation Agent in its sole and absolute discretion, as:
  - (1) in the case of a Long Index Certificate:
    - (a) the Current Financing Level on the current Stop Loss Reset Date; plus
    - (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.
  - (2) in the case of a Short Index Certificate:
    - (a) the Current Financing Level on the current Stop Loss Reset Date; minus
    - (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

In the case of Open Ended Certificates, the Stop Loss Price will be rounded in the manner specified in the applicable Final Terms as **“Stop Loss Price Rounding”**. The Stop Loss Price on the Trade Date shall be the amount specified as such in the applicable Final Terms.

**“Stop Loss Reset Date”** means (a) the first Business Day of each calendar month or (b) a Business Day, as determined by the Calculation Agent.

**“Stop Loss Termination Date”** means the first Scheduled Trading Day on which the Stop Loss Event occurs.

**“Stop Loss Termination Reference Price”** means, subject to adjustment in accordance with Index Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its sole and absolute discretion to be the fair value price for the Index as determined by the Calculation Agent by reference to an unwinding of any hedging position, whether actual or theoretical, on a best efforts basis and in a commercially reasonable manner.



(1) in the case of a Long Index Certificate the Stop Loss Termination Reference Price will be equal to at least the lowest level of the Index on (i) the Stop Loss Termination Valuation Date or (ii) the following Scheduled Trading Day; or

(2) in the case of a Short Index Certificate the Stop Loss Termination Reference Price will be at most the highest level of the Index on (i) the Stop Loss Termination Valuation Date or (ii) the following Scheduled Trading Day.

**“Stop Loss Termination Valuation Date”** means the last Scheduled Trading Day during the Stop Loss Termination Valuation Period.

**“Stop Loss Termination Valuation Period”** means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its sole and absolute discretion, which period shall be determined by the liquidity in the underlying market and shall not be greater than 2 days (and excluding for this purpose any period during which a Market Disruption Event is continuing).

**“Successor Index”** means, in respect of the Index, where the Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the relevant Index, such successor index or index calculated and announced by the successor sponsor.

**“Termination Reference Price”** means an amount (which shall, in the case of Certificates other than Fixed Leverage Certificates, be deemed to be a monetary value in the Financing Level Currency) equal to the Index Level at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Trading Disruption”** means, in respect of the 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) on any Exchange(s) relating to any security comprised in the Index or (ii) in futures or options contracts relating to the Index on any Related Exchange.

**“Valuation Date”** means:

(1) in respect of Exercise following a Gap Cost Adjustment Option Exercise Notice, the day on which the relevant Gap Cost Adjustment Option Exercise Notice is received by the Issuer; and otherwise

(2) the date or dates specified as such in the applicable Final Terms,

unless, in the determination of the Calculation Agent, any such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price by determining the Index Level as of the Valuation Time on the last day of the Relevant Number of Scheduled Trading Days in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange-traded or quoted price as of the Valuation Time on the last day of the Relevant Number of Scheduled Trading Days of each security comprised in the Index (or, if the Calculation Agent determines that an event giving rise

to a Disrupted Day has occurred in respect of a relevant security on the last day of the Relevant Number of Scheduled Trading Days, its good faith estimate of the value for the relevant security as of the Valuation Time on the last day of the Relevant Number of Scheduled Trading Days); and/or (iii) the Issuer may make any adjustment or adjustments to the Exercise Cash Settlement Amount, the Gap Cost Adjustment Option Exercise Cash Settlement Amount, the Issuer Call Cash Settlement Amount, the Stop Loss Cash Settlement Amount, any Index Level and/or any other relevant term of the Certificates (including the amount of interest payable, if any) as it deems necessary.

“**Valuation Time**” means the Scheduled Closing Time on the relevant Exchange on the relevant date in relation to the Index. If the relevant Exchange closes prior to its Scheduled Closing Time, and the specified Valuation Time is after the actual closing time for its regular trading session, then (subject to the provisions concerning Disrupted Days) the Valuation Time shall be such actual closing time.

## 2 Adjustments, Consequences of Certain Events and Currency

### (A) *Market Disruption Events*

If the Calculation Agent determines that a Market Disruption Event has occurred, the Issuer, at its discretion, may (i) make any adjustment or adjustments to the Exercise Cash Settlement Amount, the Issuer Call Cash Settlement Amount, the Stop Loss Cash Settlement Amount, any Index Level and/or any other relevant term of the Certificates (including the amount of interest payable, if any) as it deems necessary and/or (ii) redeem each Certificate at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the occurrence of such Market Disruption Event, less, unless specified otherwise in the Final Terms, the cost to the Issuer (or any of its Affiliates) of amending or liquidating any Hedging Arrangement, together with any costs, expenses, fees or taxes incurred by the Issuer (or any of its Affiliates) in respect of any Hedging Arrangement. The Issuer shall give notice to the holders of the Certificates of any such adjustment and/or any redemption of the Certificates hereunder in accordance with General Certificate Condition 8.

### (B) *Index Modification, Index Cancellation and/or Index Disruption*

If the Calculation Agent determines that, in respect of the Index, an Index Modification, Index Cancellation or Index Disruption has occurred or any other event or events occur which the Calculation Agent determines necessitate(s) an adjustment or adjustments to any terms and conditions of the Certificates (each such other event, a “**Relevant Event**”), the Issuer may (a) make any adjustment or adjustments to the terms and conditions of the Certificates as it deems necessary and/or (b) redeem each Certificate at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the occurrence of such Index Modification, Index Cancellation, Index Disruption or Relevant Event, as applicable, less, unless specified otherwise in the Final Terms, the cost to the Issuer (or any of its Affiliates) of amending or liquidating any Hedging Arrangement, together with any costs, expenses, fees or taxes incurred by the Issuer (or any of its Affiliates) in respect of any Hedging Arrangement. The Issuer shall give notice to the holders of the Certificates of any such adjustment in accordance with General Certificate Condition 8.

### (C) *Change of Exchange*

If an Exchange is changed, the Issuer may make such consequential modifications to the terms and conditions of the Certificates as it may deem necessary.

### (D) *Price Correction*

In the event that any price or level published on the Exchange or by the Index Sponsor in respect of the Index and which is utilised for any calculation or determination made under the

Certificates is subsequently corrected and the correction is published by the Exchange or the Index Sponsor within three Business Days after the original publication, the Calculation Agent has the right, but not the obligation, to determine the amount (if any) that is payable following that correction, and, to the extent necessary, the Issuer may adjust the terms and conditions of the Certificates to account for such correction.

In the event that any price or level published on the Exchange or by the Index Sponsor in respect of the Index and which is utilised for determining whether a Stop Loss Event has occurred proves to be incorrect or is subsequently corrected (an “**Incorrect Price**”), a Stop Loss Event may have occurred on an Incorrect Price. If a Stop Loss Event occurs as a result of such Incorrect Price, such Stop Loss Event cannot be cancelled and will be deemed to have occurred and the relevant Certificate will be settled as if a Stop Loss Event had occurred.

*(E) Currency*

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the terms and conditions of the Certificates (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Certificates as it deems necessary. The Issuer shall give notice to the Certificateholders of any such adjustment in accordance with General Certificate Condition 8.

**3** Index Disclaimer

The Certificates are not sponsored, endorsed, sold or promoted by the Index or of the Index Sponsor and the Index Sponsor has not made any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. The Index Sponsor shall not be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor are not under any obligation to advise any person of any error therein. The Index Sponsor has made no representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with the Certificates. Neither the Issuer nor the Calculation Agent shall have any liability to any person for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index. Neither the Issuer nor the Calculation Agent has any affiliation with or control over the Index or of the Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Issuer and the Calculation Agent will obtain information concerning the Index from publicly available sources they believe to be reliable, they will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.

In respect of any Index calculated and published by the Warsaw Stock Exchange (“**WSE**”), the name of that Index is the WSE’s intellectual property and a protected trademark registered by the WSE; the Issuer uses it under a granted licence. The WSE is not the issuer of the Certificates, and the product is not sponsored, offered, promoted or authorised in any way by the WSE. The WSE has no liability for any loss incurred in relation to an investment in Certificates based on the value of any Index calculated and published by it.

## PRODUCT CONDITIONS RELATING TO SHARE CERTIFICATES

*The terms and conditions applicable to Certificates issued by the Issuer linked to a share shall comprise the General Certificate Conditions and the additional terms and conditions set out below (the “Share Certificate Conditions”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Certificate Conditions and/or the Share Certificate Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Best Certificates**” means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Share Certificates or Short Share Certificates.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following provisions:

#### (A) Best Certificates

(1) in the case of a Best Certificate which is a Long Share Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Best Certificate which is a Short Share Certificate:

(a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(B) Open Ended Certificates

- (1) in the case of an Open Ended Certificate which is a Long Share Certificate:

- (a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”).

- (2) in the case of an Open Ended Certificate which is a Short Share Certificate:

- (a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”); or

(C) Limited Certificates

- (1) in the case of a Limited Certificate which is a Long Share Certificate:

- (a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Limited Certificate which is a Short Share Certificate:

- (a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”),

provided that the Cash Settlement Amount shall not be less than zero. The Cash Settlement Amount shall (where applicable) be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards.

“**Change in Law**” means that, on or after the Issue Date (or as otherwise set forth in the Final Terms) (A) due to the adoption of or any change in any applicable law, regulation, rule, order, ruling or procedure (including, without limitation, any tax law and any regulation, rule, order, ruling or procedure of any applicable regulatory authority, tax authority and/or any exchange) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction (including, without limitation, any relevant exchange or trading facility) of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that:

(X) it has (or it expects that it will) become illegal for the Issuer or any of its Affiliates, to (i) hold, acquire or dispose of the Share or to enter into transactions on or relating to the Share or (ii) perform its obligations under the Certificates; or

(Y) the Issuer or any of its Affiliates would (or would expect to) incur a materially increased cost in (i) holding, acquiring or disposing of the Share, (ii) maintaining, entering into or unwinding any Hedging Arrangement, and/or (iii) performing its obligations under the Certificates (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

“**Current Financing Level**” means, subject to adjustment in accordance with Share Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; and minus
- (c) if applicable, Notional Dividend Amounts.

The Current Financing Level on the Trade Date is the level specified as such in the applicable Final Terms.

**“Current Spread”** means the rate (expressed as a percentage rate per annum) as determined by the Calculation Agent having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines to be relevant. The Current Spread may be reset on a Reset Date, subject to the **“Maximum Spread”** (as specified in the applicable Final Terms) per annum (save that if, in the sole discretion of the Calculation Agent, at any time the market rate for borrowing the Share or hedging the Certificates with futures materially exceeds such market rate as of the Trade Date, the Current Spread and/or Maximum Spread may be increased to reflect this change). The Current Spread on the Trade Date is the spread specified as such in the applicable Final Terms.

**“Current Stop Loss Premium”** means an amount in the Financing Level Currency, as determined by the Calculation Agent on each Reset Date, in its sole and absolute discretion, and subject to adjustment in accordance with Share Certificate Condition 2, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the **“Minimum Premium”** nor greater than the **“Maximum Premium”** (both as specified in the applicable Final Terms) of the Current Financing Level, subject to adjustment in accordance with Share Certificate Condition 2. The percentage used for calculating the Current Stop Loss Premium (the **“Current Stop Loss Premium Rate”**) on the Trade Date is the rate specified as such in the applicable Final Terms.

**“Delisting”** means that the Exchange announces that pursuant to its rules the Share has ceased (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 the Share is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union) and the Share is no longer listed on an Exchange acceptable to the Issuer.

**“Disrupted Day”** means, in respect of the Share, any Scheduled Trading Day on which (i) the Exchange fails to open for trading during its regular trading session, (ii) any Related Exchange fails to open for trading during its regular trading session or (iii) on which a Market Disruption Event has occurred.

**“Early Closure”** means, in respect of the Share, the closure on any Exchange Business Day of the Exchange or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or such Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or such Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into such Exchange or such Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

**“Entitlement”** means the number specified as such in the applicable Final Terms, subject to any adjustment in accordance with Share Certificate Condition 2.

**“Exchange”** means, in respect of the Share, the Exchange specified for the Share in the Final Terms or otherwise the stock exchange on which the Share is, in the determination of the Calculation Agent, traded or quoted or any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily been relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Share on such successor or substitute exchange or quotation system as on the original Exchange).

**“Exchange Business Day”** means, in respect of the Share, any Scheduled Trading Day on which the Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding the Exchange or any Related Exchange closing prior to its Scheduled Closing Time.

**“Exchange Disruption”** means, in respect of the Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Share on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Share on any Related Exchange.

**“Exchange Rate”** means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

**“Exchange Traded Fund Cancellation”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Share Issuer is liquidated or otherwise terminated, the Calculation Agent, acting in its sole and absolute discretion determines that no Substitute Share Issuer exists and such event does not constitute an Insolvency Filing or an Insolvency.

**“Exchange Traded Fund Constitution Breach”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, any failure to observe any of the objects, constitution, conditions or Fund Rules of the Share Issuer that is, in the determination of the Calculation Agent, material.

**“Exchange Traded Fund Constitution Change”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, any modification of the objects, constitution, conditions or Fund Rules of the Share Issuer that is, in the determination of the Calculation Agent, material.

**“Exchange Traded Fund Disruption”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Relevant Party responsible for calculating and announcing the net asset value of the Share Issuer fails to do so.

**“Exchange Traded Fund Disruption Event”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, Exchange Traded Fund Cancellation, Exchange Traded Fund Constitution Breach, Exchange Traded Fund Constitution Change, Exchange Traded Fund Disruption and/or Exchange Traded Fund Modification.

**“Exchange Traded Fund Management Company”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the investment manager of the Share Issuer or, in respect of any publication of the net asset value of the Share Issuer, the service provider responsible for publishing such net asset value.

**“Exchange Traded Fund Modification”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Share Issuer or the Exchange Traded Fund Management Company announces that it will make or has made (in the opinion of the Issuer) a material change in the formula for or the method of calculating the net asset value of the Share Issuer or a Substitute Share Issuer (other than a modification prescribed in that formula or method to maintain the Share Issuer or a Substitute Share Issuer in the event of changes in constituent securities and capitalisation and other routine events).

**“Exercise”** means (i) a Certificateholder’s right to exercise the Certificates (in the case of Best Certificates and Open Ended Certificates) or (ii) the automatic exercise of the Certificates following the Final Valuation Date (in the case of Limited Certificates), in accordance with General Certificate Condition 3 and (in the case of Best Certificates and Open Ended Certificates) General Certificate Condition 4.

**“Exercise Date”** means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in General Certificate Condition 3.

**“Exercise Time”** means the time specified as such in the applicable Final Terms.



**“Expenses”** means, in respect of a Certificate, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise, an Issuer Call or following a Stop Loss Event in connection with such Certificate and/or (b) in connection with any payment or delivery due following Exercise, an Issuer Call or Stop Loss Event or otherwise in respect of such Certificate.

**“Extraordinary Dividend”** means, in respect of the Share, the characterisation of a dividend or portion thereof as an Extraordinary Dividend by the Calculation Agent.

**“Final Reference Price”** means an amount equal to the price of the Share quoted on the Exchange at the Valuation Time on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, based, at the Calculation Agent’s discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Share or on such other factors as the Calculation Agent shall decide), such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Final Reference Price, all as determined by or on behalf of the Calculation Agent.

**“Final Valuation Date”** means the date specified in the applicable Final Terms.

**“Financing Level Currency”** means the currency specified as such in the applicable Final Terms.

**“Fund Rules”** means, where “Exchange Traded Fund” is specified to be applicable, with respect to a Share Issuer, the terms of the bye-laws and other associated documentation relating to such Share Issuer and any other rules or regulations relating to such Share Issuer and the relevant Share (including any prospectus in respect thereof) existing on the Issue Date, including its investment guidelines and restrictions.

**“Funding Cost”** means, subject to adjustment in accordance with Share Certificate Condition 2, an amount, as determined by the Calculation Agent, equal to:

(1) in the case of a Long Share Certificate:

- (a) Prevailing Rate plus Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

(2) in the case of a Short Share Certificate:

- (a) Prevailing Rate minus Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

The Funding Cost may be a negative number.

**“Hedging Arrangement”** means any hedging arrangements entered into by the Issuer and/or its Affiliates at any time with respect to the Certificates, including without limitation, the entry into of any transaction(s) and/or the purchase and/or sale of the Share or any other asset(s) to hedge the equity price risk

of entering into and performing the obligations of the Issuer under the Certificates and any associated foreign exchange transactions.

**“Hedging Disruption”** means any event or combination of events or circumstances, that are not attributable to the Issuer that significantly alters the economics of the Certificates compared to the economics as of the Issue Date, but do not render performance of the Issuer’s obligations under the Certificates impossible, in connection with which the Issuer and/or its Affiliates is (or would be) unable to (A) hold, acquire, re-establish, substitute, maintain, unwind or dispose of the Share and/or any Hedging Arrangement, or (B) realise, recover or remit the proceeds of the Share and/or any Hedging Arrangement and/or (C) any other event specified as such in the applicable Final Terms.

**“Insolvency”** means, in respect of the Share Issuer, that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Issuer, (A) all the Shares of the Share Issuer are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of the Share Issuer become legally prohibited from transferring them.

**“Insolvency Filing”** means:

(X) where “Exchange Traded Fund” is not specified to be applicable in the Final Terms, that the Calculation Agent determines that the Share Issuer has instituted or has had 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; or

(Y) where “Exchange Traded Fund” is specified to be applicable in the Final Terms, that the Calculation Agent determines that the Share Issuer or any other Relevant Party, which, in the determination of the Calculation Agent, has a substantial connection with, and/or substantial influence on the operation of, the Share Issuer, has instituted or has had 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.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Certificates by the Issuer in accordance with General Certificate Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Certificate Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent

shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Share on the Exchange and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“Limited Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Share Certificates or Short Share Certificates.

**“Long Share Certificate”** means a Certificate designated as a “Long Warrant” in the applicable Final Terms.

**“Market Disruption Event”** means the occurrence or existence on any Scheduled Trading Day of (i) a Trading Disruption or (ii) an Exchange Disruption, which in each case the Calculation Agent determines in its sole discretion is material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure or (iv) a Change in Law or (v) a Hedging Disruption or (vi) an Insolvency Filing or (vii) where “Exchange Traded Fund” is specified to be applicable in the Final Terms, an Exchange Traded Fund Disruption Event and/or an Underlying Index Disruption Event.

**“Merger Date”** means, in respect of a Merger Event, the closing date of such Merger Event or, where the Calculation Agent determines that a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**“Merger Event”** means, in respect of the Share, any (i) reclassification or change of the Share that results in a transfer of or an irrevocable commitment to transfer all of the Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which the Share Issuer is the continuing entity and which does not result in a reclassification or change of all of the Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Shares of the Share Issuer that results in a transfer of or an irrevocable commitment to transfer all the Shares (other than such Shares owned or controlled by the such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Share Issuer or its subsidiaries with or into another entity in which the Share Issuer is the continuing entity and which does not result in a reclassification or change of all the Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event (a **“Reverse Merger”**), in each case if the Merger Date is on or before the relevant Valuation Date.

**“Nationalisation”** means that all the Shares of the Share Issuer or all or substantially all the assets of the Share Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

**“New Shares”** means ordinary or common shares, whether of the entity or person (other than the relevant Share Issuer) involved in the Merger Event or a third party, that are, or that as of the Merger Date are promptly scheduled to be, (i) publicly quoted, traded or listed 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 of state of the European Union) or on another exchange acceptable to the Calculation Agent and (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations.

**“Notional Dividend Amount”** means, if “Notional Dividend Amount” is applied by the Share Issuer, an amount as determined by the Calculation Agent, equal to (1) in the case of a Long Share Certificate (i) the sum of the cash dividends and/or other cash distributions in respect of the Share which has an ex-dividend

date occurring during the Notional Dividend Period net of applicable withholding taxes without regard to any tax credits, or (ii) the market implied dividend during the Notional Dividend Period, less any Expenses; or (2) in the case of a Short Share Certificate: (i) the sum of full cash dividends declared in respect of the Share which has an ex-dividend date occurring during the Notional Dividend Period without regard to any withholding taxes or other deductions, multiplied by the prevailing percentage payable under market standard stock borrow agreements, or (ii) the market implied dividend during the Notional Dividend Period, plus any Expenses.

**“Notional Dividend Period”** means, unless otherwise specified in the applicable Final Terms, each period from (but excluding) the Trade Date to (and including) the earlier of the next following Reset Date, Issuer Call Date, Valuation Date or the Stop Loss Termination Date and thereafter from (but excluding) the Reset Date to (and including) the earlier of the next following Reset Date, Issuer Call Date, Valuation Date or the Stop Loss Termination Date.

**“Open Ended Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Share Certificates or Short Share Certificates.

**“Other Consideration”** means cash and/or any securities (other than New Shares) or assets (whether of the entity or person (other than the relevant Share Issuer) involved in the Merger Event or a third party).

**“Potential Adjustment Event”** means any of the following:

- (i) a subdivision, consolidation or reclassification of the Share (unless resulting in a Merger Event), or a free distribution or dividend of the Share to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the Share of (A) such Share, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Issuer equally or proportionately with such payments to holders of the Share, or (C) share capital or other securities of another issuing institution acquired or owned (directly or indirectly) by the Share Issuer as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an Extraordinary Dividend;
- (iv) a call by the Share Issuer in respect of relevant Shares that are not fully paid;
- (v) a repurchase by the Share Issuer or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) with respect to the Share Issuer, an event that results in any shareholder rights pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value (as determined by the Calculation Agent) being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Share Issuer (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 one or more of the Shares.

**“Prevailing Rate”** means the reference rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits or borrowing transactions in the Financing Level Currency (i) in the case of Open Ended Certificates, with a maturity of (or based on a compounded rate for) one month or any other shorter period, as selected by the Calculation Agent in its sole and absolute discretion or (ii) in the case of Best Certificates or Limited Certificates, with a period (or based on a compounded rate for a period) equal to the tenor of the Certificates or any other shorter period, as selected by the Calculation Agent in its sole and absolute discretion.

**“Related Exchange”** means, in respect of the Share, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the Share or such other options or futures exchange(s) as the Calculation Agent may select, any transferee exchange or quotation system or any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Share on such temporary substitute exchange or quotation system as on the original Related Exchange).

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Relevant Party”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Share Issuer, its Exchange Traded Fund Management Company or any prime broker, custodian or other service provider to the Share Issuer which, in the reasonable opinion of the Calculation Agent, is of substantial importance to the operation of the Share Issuer.

**“Reset Date”** means, means the Trade Date and thereafter (a) the first Business Day of each calendar month or (b) a Business Day as determined by the Calculation Agent.

**“Scheduled Closing Time”** means, in respect of the Exchange or a Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of the Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

**“Scheduled Trading Day”** means, in respect of the Share, any day on which the Exchange and each Related Exchange is scheduled to be open for trading for its regular trading sessions.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date, (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Certificate Condition 3, or (iii) in relation to a Stop Loss Event, not later than the fourth Business Day following the Stop Loss Termination Valuation Date.

**“Share”** means the share specified as such in the Final Terms. For the avoidance of doubt, references to “Share” in the General Certificate Conditions and the Share Certificate Conditions include shares or units in an exchange traded fund and related expressions shall be construed accordingly.

**“Share Issuer”** has the meaning ascribed to it in the Final Terms.

**“Short Share Certificate”** means a Certificate designated as a “Short Certificate” in the applicable Final Terms.

**“Stop Loss Event”** occurs if, subject to any adjustment in accordance with Share Certificate Condition 2, the price of the Share on the Exchange is at any time on any Scheduled Trading Day, from and including the Trade Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, (1) in the case of a Long Share Certificate, less than or equal to the Stop Loss Price;

or (2) in the case of a Short Share Certificate, greater than or equal to the Stop Loss Price. If no such level is available, the level will be determined by the Calculation Agent in its absolute discretion.

**“Stop Loss Price”** means:

- (i) in the case of Best Certificates, the Current Financing Level;
- (ii) in the case of Limited Certificates, the Current Financing Level; and
- (iii) in the case of Open Ended Certificates, an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Share Certificate Condition 2, determined by the Calculation Agent in its sole and absolute discretion, as:

(1) in the case of a Long Share Certificate:

- (a) the Current Financing Level on the current Stop Loss Reset Date; plus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

(2) in the case of a Short Share Certificate:

- (a) the Current Financing Level on the current Stop Loss Reset Date; minus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

In the case of Open Ended Certificates, the Stop Loss Price will be rounded in the manner specified in the applicable Final Terms as **“Stop Loss Price Rounding”**. The Stop Loss Price on the Trade Date shall be the amount specified as such in the applicable Final Terms.

**“Stop Loss Reset Date”** means (a) the first Business Day of each calendar month or (b) a Business Day as determined by the Calculation Agent.

**“Stop Loss Termination Date”** means the first Scheduled Trading Day on which the Stop Loss Event occurs.

**“Stop Loss Termination Reference Price”** means, subject to adjustment in accordance with Share Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its sole and absolute discretion to be the fair value price of the Share as determined by the Calculation Agent by reference to an unwinding of any hedging position, whether actual or theoretical, on a best efforts basis and in a commercially reasonable manner.

(1) in the case of a Long Share Certificate the Stop Loss Termination Reference Price will be equal to at least the lowest price of the Share on (i) the Stop Loss Termination Valuation Date or (ii) the following Scheduled Trading Day; or

(2) in the case of a Short Share Certificate the Stop Loss Termination Reference Price will be at most the highest price of the Share on (i) the Stop Loss Termination Valuation Date or (ii) the following Scheduled Trading Day.

**“Stop Loss Termination Valuation Date”** means the last Scheduled Trading Day during the Stop Loss Termination Valuation Period.

**“Stop Loss Termination Valuation Period”** means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its sole and absolute discretion, which period shall be determined by the liquidity in the underlying market and shall not be greater than 2 days (and excluding for this purpose any period during which a Market Disruption Event is continuing).

**“Substitute Share Issuer”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, a successor or substitute exchange traded fund which in the reasonable opinion of the Calculation Agent has a similar risk profile and investment objective to the Share Issuer.

**“Successor Underlying Index”** means, where the Underlying Index is (i) not calculated and announced by the Underlying Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Underlying Index, such successor index or index calculated and announced by the successor sponsor.

**“Tender Offer”** means, in respect of the Share, 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% and less than 100% of the outstanding voting shares of the Share Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**“Tender Offer Date”** means, in respect of a Tender Offer, the date on which voting shares in an amount determined by the Issuer are actually purchased or otherwise obtained (as determined by the Calculation Agent).

**“Termination Reference Price”** means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the price of the Share at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Trading Disruption”** means, in respect of the Share, any suspension of or limitation imposed on trading by the Exchange or a Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or such Related Exchange or otherwise (i) relating to such Share on such Exchange, or (ii) in futures or options contracts relating to the Share on a Related Exchange.

**“Underlying Index”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the index tracked by the Share and/or the Share Issuer on the Issue Date and specified as such in the Final Terms (if any).

**“Underlying Index Cancellation”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Underlying Index Sponsor cancels the Underlying Index and no Successor Underlying Index exists.

**“Underlying Index Disruption”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Underlying Index Sponsor fails to calculate and announce the level of the Underlying Index.

**“Underlying Index Disruption Event”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, an Underlying Index Cancellation, Underlying Index Disruption and/or Underlying Index Modification.

**“Underlying Index Exchange”** means, in respect of the Underlying Index, in respect of any security comprised in the Underlying Index, any stock exchange (from time to time) on which, in the determination of the Issuer, such security is listed for the purposes of such Underlying Index or any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in any such security comprised in the Underlying Index has temporarily been relocated (provided that the Calculation

Agent has determined that there is comparable liquidity relative to such security on such successor or substitute exchange or quotation system as on the original Underlying Index Exchange).

**“Underlying Index Modification”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Underlying Index Sponsor announces that it will make (in the opinion of the Issuer) a material change in the formula for or the method of calculating level of the Underlying Index or in any other way materially modifies the Underlying Index (other than a modification prescribed in that formula or method to maintain the Underlying Index in the event of changes in constituent securities and capitalisation and other routine events).

**“Underlying Index Related Exchange”** means, in respect of the Underlying Index, each exchange or quotation system as the Calculation Agent determines on which trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the Underlying Index, or such other options or futures exchange(s) as the Issuer may select, any transferee or successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Underlying Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Underlying Index on such temporary substitute exchange or quotation system as on the original Underlying Index Related Exchange).

**“Underlying Index Scheduled Trading Day”** means any day on which the Underlying Index Sponsor is scheduled to publish the level of the Underlying Index and each Underlying Index Related Exchange is scheduled to be open for trading for its regular trading session.

**“Underlying Index Sponsor”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the corporation or other entity as determined by the Calculation Agent that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Underlying Index and (b) announces (directly or through an agent) the level of the Underlying Index on a regular basis during each Underlying Index Scheduled Trading Day, failing whom such person acceptable to the Calculation Agent who calculates and announces the Underlying Index or any agent or person acting on behalf of such person.

**“Valuation Date”** means the date or dates specified as such in the applicable Final Terms, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Share on the Exchange and such other factors as the Calculation Agent determines to be relevant; and/or (iii) the Issuer may make any adjustment or adjustments to the Exercise Cash Settlement Amount, the Issuer Call Cash Settlement Amount, the Stop Loss Cash Settlement Amount and/or any other relevant term of the Certificates (including the amount of interest payable, if any) as it deems necessary.

**“Valuation Time”** means the Scheduled Closing Time on the relevant Exchange on the relevant date in relation to the Share. If the relevant Exchange closes prior to its Scheduled Closing Time, and the specified Valuation Time is after the actual closing time for its regular trading session, then (subject to the provisions concerning Disrupted Days) the Valuation Time shall be such actual closing time.

## 2 Adjustments, Consequences of Certain Events and Currency



(A) *Market Disruption Events*

If the Calculation Agent determines that a Market Disruption Event has occurred, the Issuer, at its discretion, may (i) make any adjustment or adjustments to the Exercise Cash Settlement Amount, the Issuer Call Cash Settlement Amount, the Stop Loss Cash Settlement Amount and/or any other relevant term of the Certificates (including the amount of interest payable, if any) as it deems necessary to account for any Market Disruption Event if it considers it appropriate to do so and/or (ii) redeem each Certificate at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the occurrence of such Market Disruption Event, less, unless specified otherwise in the Final Terms, the cost to the Issuer (or any of its Affiliates) of amending or liquidating any Hedging Arrangement, together with any costs, expenses, fees or taxes incurred by the Issuer (or any of its Affiliates) in respect of any Hedging Arrangement. The Issuer shall give notice to the holders of the Certificates of any such adjustment and/or any redemption of the Certificates hereunder in accordance with General Certificate Condition 8.

(B) *Adjustments*

If the Calculation Agent determines that a Potential Adjustment Event has occurred in respect of the Share or that there has been an adjustment to the settlement terms of listed contracts on the Share traded on a Related Exchange, the Calculation Agent will determine whether such Potential Adjustment Event or adjustment has a diluting or concentrative effect on the theoretical value of the Share and, if so, will (a) request the Issuer to make the corresponding adjustment(s), if any, to any of the terms and conditions of the Certificates as the Calculation 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 dividend, stock loan rate or liquidity) and (b) determine the effective date(s) of the adjustment(s). The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event or adjustment to settlement terms made by an options exchange to options on the Share traded on that options exchange.

(C) *Consequences of a Merger Event*

If the Calculation Agent determines that a Merger Event has occurred in respect of the Share, the Issuer may:

- (i) cancel the Certificates by giving notice to Certificateholders in accordance with General Certificate Condition 8. If the Certificates are so cancelled the Issuer will pay an amount to each Certificateholder in respect of each Certificate held by it which amount shall be the fair market value of a Certificate taking into account the Merger Event less, unless specified otherwise in the Final Terms, the cost to the Issuer of amending or liquidating any Hedging Arrangements, together with any costs, expenses, fees or taxes incurred by the Issuer in respect of any Hedging Arrangements all as determined by the Calculation Agent. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Certificate Condition 8;
- (ii) make such adjustment to the exercise, settlement, payment or any other term or condition of the Certificates as the Calculation Agent determines appropriate to account for the economic effect on the Certificates of such Merger Event (provided that no adjustments will be made solely to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Share or to the Certificates), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Merger Event by an options exchange to

options on the Share traded on such options exchange and determine the effective date of that adjustment; and/or

- (iii) save in respect of a Reverse Merger, on or after the relevant Merger Date, deem the New Shares and/or the amount of Other Consideration, if applicable (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable), and their issuer (if any) to be the relevant “Shares” and the relevant “Share Issuer”, respectively, and if the Calculation Agent determines to be appropriate, the Issuer will adjust any relevant terms and conditions of the Certificates as it may determine.

The Issuer shall give notice of such cancellation, adjustment or deemed change to Certificateholders in accordance with General Certificate Condition 8.

### 3 Consequences of a Tender Offer

If the Calculation Agent determines that a Tender Offer has occurred in respect of the Share, then on or after the relevant Tender Offer Date the Issuer may:

- (i) cancel the Certificates by giving notice to Certificateholders in accordance with General Certificate Condition 8. If the Certificates are so cancelled the Issuer will pay an amount to each Certificateholder in respect of each Certificate held by it which amount shall be the fair market value of a Certificate taking into account the Tender Offer less, unless specified otherwise in the Final Terms, the cost to the Issuer of amending or liquidating any Hedging Arrangements, together with any costs, expenses, fees or taxes incurred by the Issuer in respect of any Hedging Arrangements all as determined by the Calculation Agent. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Certificate Condition 8; or
- (ii) make such adjustment to the exercise, settlement, payment or any other term or condition of the Certificates as the Calculation Agent determines appropriate to account for the economic effect on the Certificates of such Tender Offer (provided that no adjustments will be made to account solely for changes in volatility or liquidity relevant to the Shares or to the Certificates), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Tender Offer by an options exchange to options on the Share traded on such options exchange and determine the effective date of that adjustment.

The Calculation Agent shall give notice of such cancellation or adjustment to Certificateholders in accordance with General Certificate Condition 8.

### 4 Nationalisation, Insolvency or De-listing

If in respect of the Share or a Share Issuer the Calculation Agent determines that there has been a Nationalisation, an Insolvency or a De-listing, the Issuer may (i) request the Calculation Agent to determine the appropriate adjustment, if any, to be made to any of the terms and conditions of the Certificates to account for the Nationalisation, Insolvency or Delisting, as the case may be, and determine the effective date of that adjustment or (ii) cancel the Certificates. If the Certificates are so cancelled the Issuer will pay an amount to each Certificateholder in respect of each Certificate held by it which amount shall be the fair market value of a Certificate taking into account the Nationalisation, Insolvency or De-listing (as the case may be), less, unless specified otherwise in the Final Terms, the cost to the Issuer of amending or liquidating any Hedging Arrangements, together with any costs, expenses, fees or taxes incurred by the Issuer in respect of any Hedging Arrangements all as determined by the Calculation Agent. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Certificate Condition 8. Notice of any

cancellation of the Certificates or determination pursuant to this paragraph shall be given to Certificateholders in accordance with General Certificate Condition 8.

**5** Change of Exchange

If an Exchange is changed, the Issuer may make such consequential modifications to the Entitlement and such other terms and conditions of the Certificates as it may deem necessary.

**6** Price Correction

In the event that any price or level published on the Exchange and which is utilised for any calculation or determination made under the Certificates is subsequently corrected and the correction is published by the Exchange within three Business Days (or such other period as may be specified in the Final Terms) after the original publication, the Calculation Agent has the right, but not the obligation, to determine the amount (if any) that is payable following that correction, and, to the extent necessary, the Issuer may adjust the terms and conditions of the Certificates to account for such correction.

In the event that any price or level published on the Exchange or by the Index Sponsor in respect of the Index and which is utilised for determining whether a Stop Loss Event has occurred proves to be incorrect or is subsequently corrected (an “**Incorrect Price**”), a Stop Loss Event may have occurred on an Incorrect Price. If a Stop Loss Event occurs as a result of such Incorrect Price, such Stop Loss Event cannot be cancelled and will be deemed to have occurred and the relevant Certificate will be settled as if a Stop Loss Event had occurred.

**7** Currency

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to any terms and conditions of the Certificates (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Certificates as it deems necessary. The Issuer shall give notice to the Certificateholders of any such adjustment in accordance with General Certificate Condition 8.

**8** Change in currencies

If, at any time after the Issue Date of the Certificates, there is any change in the currency in which the Share is quoted, listed and/or dealt on the Exchange, then the Issuer will adjust such of the terms and conditions of the Certificates as the Calculation Agent determines appropriate to preserve the economic terms of the Certificates. The Calculation Agent will make any conversion necessary for purposes of any such adjustment as of the Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this section will affect the currency denomination of any payment obligation arising out of the Certificates.

## PRODUCT CONDITIONS RELATING TO CURRENCY CERTIFICATES

*The terms and conditions applicable to Certificates issued by the Issuer linked to a currency shall comprise the General Certificate Conditions and the additional terms and conditions set out below (the “Currency Certificate Conditions”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Certificate Conditions and/or the Currency Certificate Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Best Certificates**” means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Currency Certificates or Short Currency Certificates.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following provisions:

#### (A) Best Certificates

(1) in the case of a Best Certificate which is a Long Currency Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Best Certificate which is a Short Currency Certificate:

(a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(B) Open Ended Certificates

(1) in the case of an Open Ended Certificate which is a Long Currency Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of an Open Ended Certificate which is a Short Currency Certificate:

(a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”); or

(C) Limited Certificates

(1) in the case of a Limited Certificate which is a Long Currency Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Limited Certificate which is a Short Currency Certificate:

- (a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”),

provided that the Cash Settlement Amount shall not be less than zero. The Cash Settlement Amount shall (where applicable) be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards.

“**Current Financing Level**” means, subject to adjustment in accordance with Currency Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost.

The Current Financing Level on the Trade Date is the level specified as such in the applicable Final Terms.

“**Current Spread**” means the rate (expressed as a percentage rate per annum) as determined by the Calculation Agent having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines to be relevant. The Current Spread may be reset on a Reset Date, subject to the “**Maximum Spread**” (as specified in the applicable Final Terms) per annum (save that if, in the sole discretion of the Calculation Agent, at any time the market rate for borrowing the Underlying Currency or hedging the Certificates with futures materially exceeds such market rate as of the Trade Date, the Current Spread and/or Maximum Spread may be increased to reflect this change). The Current Spread on the Trade Date is the spread specified as such in the applicable Final Terms.

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency, as determined by the Calculation Agent on each Reset Date, in its sole and absolute discretion, and subject to adjustment in accordance with Currency Certificate Condition 2, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the “**Minimum Premium**” nor greater than the “**Maximum Premium**” (both as specified in the applicable Final Terms) of

the Current Financing Level, subject to adjustment in accordance with Currency Certificate Condition 2. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Trade Date is the rate specified as such in the applicable Final Terms.

“**De Minimis Trading**” means the number of contracts traded with respect to the Underlying FX Rate is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Underlying FX Rate has been impaired due to a lack of, or a material reduction in, trading in the Underlying FX Rate.

“**Disrupted Day**” means, in respect of the Underlying FX Rate, any day on which a Market Disruption Event has occurred.

“**Entitlement**” means the number specified as such in the applicable Final Terms, subject to any adjustment in accordance with Currency Certificate Condition 2.

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

“**Exercise**” means (i) a Certificateholder’s right to exercise the Certificates (in the case of Best Certificates and Open Ended Certificates) or (ii) the automatic exercise of the Certificates following the Final Valuation Date (in the case of Limited Certificates), in accordance with General Certificate Condition 3 and (in the case of Best Certificates and Open Ended Certificates) General Certificate Condition 4.

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in General Certificate Condition 3.

“**Exercise Time**” means the time specified as such in the applicable Final Terms.

“**Expenses**” means, in respect of a Certificate, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise, an Issuer Call or following a Stop Loss Event in connection with such Certificate and/or (b) in connection with any payment or delivery due following Exercise, an Issuer Call or Stop Loss Event or otherwise in respect of such Certificate.

“**Final Reference Price**” means an amount equal to:

(1) in the case of a Long Currency Certificate, the bid-price of the Underlying FX Rate quoted the Relevant Screen Page at the Valuation Time on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the bid-price of the Underlying FX Rate on such date having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines relevant; or

(2) in the case of a Short Currency Certificate, the ask-price of the Underlying FX Rate quoted the Relevant Screen Page at the Valuation Time on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the ask-price of the Underlying FX Rate on such date having regard to the then prevailing market conditions, the

last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines relevant.

**“Final Valuation Date”** means the date specified in the applicable Final Terms.

**“Financing Level Currency”** means the currency specified as such in the applicable Final Terms.

**“Funding Cost”** means, subject to adjustment in accordance with Currency Certificate Condition 2, an amount, as determined by the Calculation Agent, equal to:

(1) in the case of a Long Currency Certificate:

- (a) the Current Financing Level on the previous Reset Date; multiplied by
- (b) Prevailing Rate for the Financing Level Currency multiplied by the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency; minus
- (c) Prevailing Rate for the Underlying Currency (or if no Underlying Currency is so specified in the applicable Final Terms, the Settlement Currency) multiplied by the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Underlying Currency (or if no Underlying Currency is so specified in the applicable Final Terms, the Settlement Currency); plus
- (d) Current Spread multiplied by the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Settlement Currency.

(2) in the case of a Short Currency Certificate:

- (a) the Current Financing Level on the previous Reset Date; multiplied by
- (b) Prevailing Rate for the Underlying Currency (or if no Underlying Currency is so specified in the applicable Final Terms, the Settlement Currency) multiplied by the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Underlying Currency (or if no Underlying Currency is so specified in the applicable Final Terms, the Settlement Currency); minus
- (c) Prevailing Rate for the Financing Level Currency multiplied by the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency; minus
- (d) Current Spread multiplied by the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Settlement Currency.

The Funding Cost may be a negative number.

**“General Inconvertibility”** means the occurrence of any event that generally makes it impossible to convert the currencies in the Underlying FX Rate through customary legal channels for conducting such conversion in the principal financial centre of the Financing Level Currency.



**“General Non-Transferability”** means the occurrence of any event that generally makes it impossible to deliver the Financing Level Currency (i) from accounts in the country of the principal financing centre of the Financing Level Currency or (ii) between accounts in such jurisdiction or to a party that is a non-resident of such jurisdiction.

**“Governmental Authority”** means any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Underlying FX Rate.

**“Governmental Authority Default”** means, with respect to any security or indebtedness for borrowed money of, or guaranteed by, any Governmental Authority, the occurrence of a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (i) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security, indebtedness for borrowed money or guarantee, (ii) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of such security, indebtedness for borrowed money or guarantee or (iii) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee.

**“Illiquidity”** means it becomes impossible to obtain a firm quote for the Underlying FX Rate or the Financing Level Currency for an amount which the Issuer considers necessary to discharge its obligations under the Certificates.

**“Inconvertibility/Non-Transferability”** means the occurrence of any event which constitutes a General Inconvertibility, a General Non-Transferability, a Specific Inconvertibility and a Specific Non-Transferability.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Certificates by the Issuer in accordance with General Certificate Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Certificate Condition 3, unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding day that is not a Disrupted Day, unless each of the Relevant Number of Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“Limited Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Currency Certificates or Short Currency Certificates.

**“Long Currency Certificate”** means a Certificate designated as a “Long Certificate” in the applicable Final Terms.

**“Market Disruption Event”** means the occurrence, with respect to the Underlying FX Rate, of a General Inconvertibility, a General Non-Transferability, a Governmental Authority Default, an Illiquidity, De Minimis Trading, an Inconvertibility/Non-Transferability, a Material Change in Circumstances, a Nationalisation, a Price Source Disruption, a Specific Inconvertibility or a Specific Non-Transferability.

**“Material Change in Circumstances”** means the occurrence of any event (other than those events specified as Market Disruption Events in the Final Terms) beyond the control of the Issuer which could make it impracticable or impossible for it to perform its obligations under the Certificates.

**“Nationalisation”** means any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or its Affiliates), of all or substantially all of its assets in the country of the principal financial centre of the Financing Level Currency.

**“Open Ended Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Currency Certificates or Short Currency Certificates.

**“Prevailing Rate”** means the reference rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits or borrowing transactions in the Financing Level Currency or the Settlement Currency (or Underlying Currency where Underlying Currency is defined in the applicable Final Terms) (as appropriate) (i) in the case of Open Ended Certificates, with a maturity of (or based on a compounded rate for) one month or any other shorter period, as selected by the Calculation Agent in its sole and absolute discretion (ii) in the case of Best Certificates or Limited Certificates, with a period (or based on a compounded rate for a period) equal to the tenor of the Certificates or any other shorter period, as selected by the Calculation Agent in its sole and absolute discretion.

**“Price Source Disruption”** means it becomes impossible to obtain the Underlying FX Rate in the inter-bank market.

**“Relevant Number of Days”** means five Business Days.

**“Relevant Screen Page”** means as specified in the applicable Final Terms.

**“Reset Date”** means the Trade Date and thereafter (a) the first Business Day of each calendar month or (b) a Business Day as determined by the Calculation Agent.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date, (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Certificate Condition 3, or (iii) in relation to a Stop Loss Event, not later than the fourth Business Day following the Stop Loss Termination Valuation Date.

**“Short Currency Certificate”** means a Certificate designated as a “Short Certificate” in the applicable Final Terms.

**“Specific Inconvertibility”** means the occurrence of any event that makes it impossible for the Issuer to convert the currencies in the Underlying FX Rate other than where such impossibility is due solely to the failure by the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (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).

**“Specific Non-Transferability”** means the occurrence of any event that makes it impossible for the Issuer to deliver the Financing Level Currency (i) from accounts in the country of the principal financing

centre of the Financing Level Currency or (ii) between accounts in such jurisdiction or to a party that is a non-resident of such jurisdiction, other than where such impossibility is due solely to the failure by the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (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).

**“Stop Loss Event”** occurs if, subject to any adjustment in accordance with Currency Certificate Condition 2, (1) in the case of a Long Currency Certificate, the low price of the Underlying FX Rate quoted on the Relevant Screen Page specified as such in the applicable Final Terms on any day, from and including the Trade Date, other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, is less than or equal to the Stop Loss Price; or (2) in the case of a Short Currency Certificate, the high price of the Underlying FX Rate quoted on the Relevant Screen Page specified as such in the applicable Final Terms on any day, from and including the Trade Date, other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, is greater than or equal to the Stop Loss Price. If no such level is available, the level will be determined by the Calculation Agent in its absolute discretion.

**“Stop Loss Price”** means:

- (i) in the case of Best Certificates, the Current Financing Level;
- (ii) in the case of Limited Certificates, the Current Financing Level; and

(iii) in the case of Open Ended Certificates, an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Currency Condition 2, determined by the Calculation Agent in its sole and absolute discretion, as:

(1) in the case of a Long Currency Certificate:

- (a) the Current Financing Level on the current Stop Loss Reset Date; plus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

(2) in the case of a Short Currency Certificate:

- (a) the Current Financing Level on the current Stop Loss Reset Date; minus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

In the case of Open Ended Certificates, the Stop Loss Price will be rounded in the manner specified in the applicable Final Terms as **“Stop Loss Price Rounding”**. The Stop Loss Price on the Trade Date shall be the amount specified as such in the applicable Final Terms.

**“Stop Loss Reset Date”** means the Trade Date and thereafter (a) the first Business Day of each calendar month or (b) a Business Day as determined by the Calculation Agent.

**“Stop Loss Termination Date”** means the first day on which the Stop Loss Event occurs.

**“Stop Loss Termination Reference Price”** means, subject to adjustment in accordance with Currency Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its sole and absolute discretion to be equal to:

(1) in the case of a Long Currency Certificate the higher of (i) the fair value price of the Underlying FX Rate as determined by the Calculation Agent by reference to an unwinding of any hedging position, whether actual or theoretical, on a best efforts basis and in a commercially reasonable manner and (ii) the lowest level of the Underlying FX Rate on the Stop Loss Termination Valuation Date; or

(2) in the case of a Short Currency Certificate the higher of (i) the fair value price of the Underlying FX Rate as determined by the Calculation Agent by reference to an unwinding of any hedging position, whether actual or theoretical, on a best efforts basis and in a commercially reasonable manner and (ii) the highest level of the Underlying FX Rate on the Stop Loss Termination Valuation Date.

**“Stop Loss Termination Valuation Date”** means the Stop Loss Termination Date or, if such date is a Saturday or Sunday or if the Stop Loss Event occurs at the Valuation Time on the Stop Loss Termination Date, the following Business Day.

**“Termination Reference Price”** means (1) in the case of a Long Currency Certificate, an amount equal to the bid-price of the Underlying FX Rate quoted on the Relevant Screen Page at the Valuation Time on the Issuer Call Date or (2) in the case of a Short Currency Certificate, the ask-price of the Underlying FX Rate quoted on the Relevant Screen Page at the Valuation Time on the Issuer Call Date, both as determined by or on behalf of the Calculation Agent.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Underlying Currency”** means the currency specified as such in the applicable Final Terms, or, if no such currency is so specified, shall not be applicable.

**“Underlying FX Rate”** means the rate specified as such in the applicable Final Terms.

**“Valuation Date”** means the date or dates specified as such in the applicable Final Terms, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding day that is not a Disrupted Day, unless each of the Relevant Number of Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines to be relevant.

**“Valuation Time”** means the time specified as such in the applicable Final Terms, or such other time as the Issuer may determine in its absolute discretion and notify to Certificateholders in accordance with General Certificate Condition 8.

## 2 Adjustments

### (A) *Market Disruption Events*

The Issuer shall, as soon as reasonably practicable under the circumstances notify the Certificateholders in accordance with General Certificate Condition 8 if the Calculation Agent determines that a Market Disruption Event has occurred. The Issuer may make adjustments to the terms and conditions of the Certificates in order to account for any Market Disruption Event if it considers it appropriate to do so. The Issuer shall give notice to the holders of the Certificates of any such adjustment in accordance with General Certificate Condition 8.

### (B) *Corrections*

If the Calculation Agent determines in respect of the Underlying FX Rate, that the rate published or announced and used or to be used by the Calculation Agent in any calculation or determination made or to be made in respect of the Certificates is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three Business Days (or such other period specified in the Final Terms) after the original publication or announcement, the

Calculation Agent has the right, but not the obligation, to determine, in its sole and absolute discretion, the amount (if any) that is payable following that correction, and, whether any adjustment to the terms and conditions of the Certificates is required to account for such correction. If the Calculation Agent determines that an adjustment to the terms and conditions is required, the Issuer may as soon as reasonably practicable adjust the terms and conditions of the Certificates to account for such correction.

*(C) Currency*

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the terms and conditions of the Certificates (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Certificates as it deems necessary. The Issuer shall give notice to the holders of the Certificates of any such adjustment in accordance with General Certificate Condition 8.

## PRODUCT CONDITIONS RELATING TO COMMODITY CERTIFICATES

*The terms and conditions applicable to Certificates issued by the Issuer linked to a commodity shall comprise the General Certificate Conditions and the additional terms and conditions set out below (the “**Commodity Certificate Conditions**”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Certificate Conditions and/or the Commodity Certificate Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Best Certificates**” means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Commodity Certificates or Short Commodity Certificates.

“**Bullion**” means Gold, Silver, Platinum or Palladium, as the case may be.

“**Bullion Business Day**” means, in respect of any Commodity Certificates for which the Commodity is Bullion, any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London and New York and in the location where payment is to be made.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following provisions:

#### (A) Best Certificates

(1) in the case of a Best Certificate which is a Long Commodity Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Best Certificate which is a Short Commodity Certificate:

- (a) Upon Exercise:  
(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or
- (b) Upon an Issuer Call:  
(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or
- (c) Following a Stop Loss Event:  
The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(B) Open Ended Certificates

(1) in the case of an Open Ended Certificate which is a Long Commodity Certificate:

- (a) Upon Exercise:  
(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or
- (b) Upon an Issuer Call:  
(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or
- (c) Following a Stop Loss Event:  
(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of an Open Ended Certificate which is a Short Commodity Certificate:

- (a) Upon Exercise:  
(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or
- (b) Upon an Issuer Call:  
(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or
- (c) Following a Stop Loss Event:  
(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”); or

(C) Limited Certificates

(1) in the case of a Limited Certificate which is a Long Commodity Certificate:

- (a) Upon Exercise:  
(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:  
(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or
- (c) Following a Stop Loss Event:  
The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Limited Certificate which is a Short Commodity Certificate:

- (a) Upon Exercise:  
(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or
- (b) Upon an Issuer Call:  
(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or
- (c) Following a Stop Loss Event:  
The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”),

provided that the Cash Settlement Amount shall not be less than zero. The Cash Settlement Amount shall (where applicable) be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards.

“**CBOT**” means the Chicago Board of Trade or its successor.

“**Change in Law**” means that, on or after the Issue Date (or as otherwise set forth in the Final Terms) (A) due to the adoption of or any change in any applicable law, regulation, rule, order, ruling or procedure (including, without limitation, any tax law and any regulation, rule, order, ruling or procedure of any applicable regulatory authority, tax authority and/or any exchange) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction (including, without limitation, the Commodity Futures Trading Commission or any relevant exchange or trading facility) of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that:

(X) it has (or it expects that it will) become illegal for the Issuer or any of its Affiliates, to (i) hold, acquire or dispose of the Commodity or to enter into transactions on or relating to the Commodity (including without limitation, futures contracts) or (ii) perform its obligations under the Certificates; or

(Y) the Issuer or any of its Affiliates would (or would expect to) incur a materially increased cost in (i) holding, acquiring or disposing of the Commodity, (ii) maintaining, entering into or unwinding any Hedging Arrangement, and/or (iii) performing its obligations under the Certificates (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

“**Coffee**” means deliverable grade washed Arabica coffee.

“**Coffee-ICE**” means that the price for a Pricing Date will be that day’s Specified Price per pound of Coffee on the Exchange of the Futures Contract given at any time on that Pricing Date, stated in U.S. cents, as made public by the Exchange and displayed on the Price Source on that Pricing Date.



“**COMEX**” means the COMEX Division, or its successor, of the New York Mercantile Exchange, Inc. or its successor.

“**Commodity**” means the commodity specified as such in the applicable Final Terms, subject to Commodity Certificate Condition 2.

“**Commodity Business Day**” means (a) in respect of the Commodity (provided the Commodity is not Bullion) if the Commodity Reference Price is a price announced or published by an Exchange, a day that is (or, but for the occurrence of a Market 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 (b) in respect of the Commodity (provided the Commodity is not Bullion) if 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 Market Disruption Event, would have published) a price.

“**Commodity Reference Price**” means (a) in the case of a Commodity which is Bullion, the spot price as specified in the Final Terms or (b) in the case of a Commodity other than Bullion, the futures contract reference price for the Commodity as specified in the Final Terms.

“**Copper**” means high grade copper.

“**Copper-COMEX**” means that the price for a Pricing Date will be that day’s Specified Price per pound of Copper on the Exchange of the Futures Contract for the Delivery Date given at any time on that Pricing Date, stated in U.S. cents, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

“**Current Financing Level**” means, subject to adjustment in accordance with Commodity Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formulae:

(1) in the case of the Issuer using the spot price of the Commodity as the Specified Price:

the Current Financing Level on the previous Reset Date; plus  
Funding Cost.

(2) in the case of the Issuer using the Futures Contract as the Commodity Reference Price:

(i) in the case of a Long Commodity Certificate:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Handling Cost; minus
- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread.

(ii) in the case of a Short Commodity Certificate:

- (a) the Current Financing Level on the previous Reset Date; minus
- (b) Handling Cost; minus
- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread.

The Current Financing Level on the Trade Date is the level specified as such in the applicable Final Terms.

**“Current Spread”** means the rate (expressed as a percentage rate per annum) as determined by the Calculation Agent having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines to be relevant. The Current Spread may be reset on a Reset Date, subject to the **“Maximum Spread”** (as specified in the applicable Final Terms) per annum (save that if, in the sole discretion of the Calculation Agent, at any time the market rate for borrowing the Commodity or hedging the Certificates with the Commodity or futures materially exceeds such market rate as of the Trade Date, the Current Spread and/or Maximum Spread may be increased to reflect this change). The Current Spread on the Trade Date is the spread specified as such in the applicable Final Terms.

**“Current Stop Loss Premium”** means an amount in the Financing Level Currency, as determined by the Calculation Agent on each Reset Date, in its sole and absolute discretion, and subject to adjustment in accordance with Commodity Certificate Condition 2, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the **“Minimum Premium”** nor greater than the **“Maximum Premium”** (both as specified in the applicable Final Terms) of the Current Financing Level, subject to adjustment in accordance with Commodity Certificate Condition 2. The percentage used for calculating the Current Stop Loss Premium (the **“Current Stop Loss Premium Rate”**) on the Trade Date is the rate specified as such in the applicable Final Terms.

**“De Minimis Trading”** means the number of contracts traded on the Exchange with respect to the Commodity is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Commodity has been impaired due to a lack of, or a material reduction in, trading in the Commodity on the Exchange.

**“Delivery Date”** means, in respect of a Commodity Reference Price, the Nearby Month of expiration of the relevant Futures Contract or the relevant date or month for delivery of the underlying (which must be a date or month reported or capable of being determined from information reported in or by the relevant Price Source) as follows:

- (i) if a date is, or a month and year are, specified in the Final Terms, that date or that month and year;
- (ii) if a Nearby Month is specified in the Final Terms, the month of expiration of the relevant Futures Contract; and
- (iii) if a method is specified for the purpose of determining the Delivery Date, the date or the month and year determined pursuant to that method,

as determined by the Calculation Agent.

**“Disappearance of Commodity Reference Price”** means, in respect of a Relevant Commodity Price, (A) the permanent discontinuation of trading in the Futures Contract on the relevant Exchange; (B) the disappearance of, or of trading in, the Commodity; or (C) the disappearance or permanent discontinuance or unavailability of the relevant Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract or Commodity.

**“Disrupted Day”** means, in respect of the Commodity, any Pricing Date on which a Market Disruption Event has occurred.

**“Early Closure”** means, in respect of the Commodity, the closure on any Exchange Business Day of the Exchange(s) or Related Exchange(s) prior to its/their 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(s) or Related Exchange(s) system(s) for execution at the Valuation Time on an Exchange Business Day.

**“Entitlement”** means the number specified as such in the applicable Final Terms, subject to any adjustment in accordance with Commodity Certificate Condition 2.

**“Exchange”** means, in respect of the Commodity, the exchange or principal trading market specified in the applicable Final Terms or relevant Commodity Reference Price, or its successor.

**“Exchange Business Day”** means, in respect of the Commodity, any Scheduled Trading Day on which the relevant Exchange(s) and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange(s) or Related Exchange(s) closing prior to its/their Scheduled Closing Time.

**“Exchange Rate”** means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

**“Exercise”** means (i) a Certificateholder’s right to exercise the Certificates (in the case of Best Certificates and Open Ended Certificates) or (ii) the automatic exercise of the Certificates following the Final Valuation Date (in the case of Limited Certificates), in accordance with General Certificate Condition 3 and (in the case of Best Certificates and Open Ended Certificates) General Certificate Condition 4.

**“Exercise Date”** means, subject to a Stop Loss Event, the third Commodity Business Day or Bullion Business Day, as applicable, preceding the scheduled Valuation Date, as provided in General Certificate Condition 3.

**“Exercise Time”** means the time specified as such in the applicable Final Terms.

**“Expenses”** means, in respect of a Certificate, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise, an Issuer Call or following a Stop Loss Event in connection with such Certificate and/or (b) in connection with any payment or delivery due following Exercise, an Issuer Call or Stop Loss Event or otherwise in respect of such Certificate.

**“Final Reference Price”** means an amount equal to the Specified Price of the Commodity quoted on the relevant Price Source at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without any regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the Specified Price of the Commodity on such date having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines relevant.

**“Final Valuation Date”** means the date specified in the applicable Final Terms.

**“Financing Level Currency”** means the currency specified as such in the applicable Final Terms.

**“Funding Cost”** means, subject to adjustment in accordance with Commodity Certificate Condition 2, an amount, as determined by the Calculation Agent, equal to:

(1) in the case of a Long Commodity Certificate:

- (a) Prevailing Rate plus Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

(2) in the case of a Short Commodity Certificate:

- (a) Prevailing Rate minus Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

The Funding Cost may be a negative number.

**“Futures Contract”** means, in respect of any Commodity Reference Price, the contract for future delivery of a contract size in respect of the relevant Delivery Date relating to the Commodity referred to in that Commodity Reference Price (if any) and thereafter a financially equivalent futures contract (the **“Substitute Futures Contract”**) selected by the Issuer. On the Rollover Date the Issuer shall make its selection of the Substitute Futures Contract and on such date the Issuer, shall, during Trading Hours, effect substitution of the Futures Contract for the Substitute Futures Contract at the Rollover Spread and thereafter the Substitute Futures Contract shall for all purposes be the Futures Contract.

**“Gold”** means gold bars or unallocated gold complying with the rules of the LBMA relating to good delivery and fineness from time to time in effect.

**“Gold-Spot”** means that the price for a Pricing Date will be that day’s Specified Price per troy ounce of Gold on the Exchange, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Handling Cost”** means, subject to adjustment in accordance with Commodity Certificate Condition 2, an amount, as determined by the Calculation Agent on a daily basis, equal to:

- (a) Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

The Handling Cost may be a negative number.

**“Hedging Arrangement”** means any hedging arrangements entered into by the Issuer and/or its Affiliates at any time with respect to the Certificates, including without limitation the purchase and/or sale of any Commodity and any associated foreign exchange transactions.

**“Hedging Disruption”** means, (i) any event or combination of events or circumstances, that are not attributable to the Issuer that significantly alters the economics of the Certificates compared to the economics as of the Issue Date, but do not render performance of the Issuer’s obligations under the Certificates impossible, in connection with which the Issuer or any of its Affiliates is (or would be) unable to hold, acquire

or dispose of any Commodity or to enter into, maintain, re-establish or unwind any Hedging Arrangement; (ii) any event or combination of events or circumstances, that are not attributable to the Issuer that significantly alters the economics of the Certificates compared to the economics as of the Issue Date, but do not render performance of the Issuer's obligations under the Certificates impossible, in connection with which the Issuer or any of its Affiliate is (or would be) unable to realise, recover or remit the proceeds of any Commodity and/or Hedging Arrangement; and/or (iii) any other event specified as such in the applicable Final Terms.

**"Issue Date"** means the date specified as such in the applicable Final Terms.

**"Issuer Call"** means termination of the Certificates by the Issuer in accordance with General Certificate Condition 3.

**"Issuer Call Commencement Date"** means the sixth calendar day following the Issue Date.

**"Issuer Call Date"** means the day specified as such in the notice delivered in accordance with General Certificate Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines to be relevant.

**"Issuer Call Notice Period"** means five Business Days.

**"LBMA"** means the London Bullion Market Association or its successor.

**"Limited Certificates"** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Commodity Certificates or Short Commodity Certificates.

**"Long Commodity Certificate"** means a Certificate designated as a "Long Certificate" in the applicable Final Terms.

**"LPPM"** means the London Platinum and Palladium Market in London on which members quote prices for the buying and selling of Platinum and Palladium.

**"Market Disruption Event"** means the occurrence, with respect to the Commodity, of (i) a Price Source Disruption, a Trading Disruption, a Disappearance of Commodity Reference Price, a Tax Disruption, a Material Change in Content or a Material Change in Formula, an Early Closure, De Minimis Trading or, if so specified in the Final Terms, a Moratorium or (ii) a Change in Law or (iii) a Hedging Disruption.

**"Material Change in Content"** means the occurrence since the Issue Date of a material change in the content, composition or constitution of the Commodity or relevant Futures Contract.

**"Material Change in Formula"** means the occurrence since the Issue Date of a material change in the formula for or method of calculating the relevant Commodity Reference Price.

**"MMBTU"** means one million British thermal units.

**"Moratorium"** means a general moratorium is declared in respect of banking activities in the country in which the Exchange or Related Exchange is located.

**"Natural Gas"** means natural gas.

**“Natural Gas-NYMEX”** means that the price for a Pricing Date will be that day’s Specified Price per MMBTU of Natural Gas on the Exchange of the Futures Contract for the Delivery Date, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Nearby Month”**, when preceded by a numerical adjective, means, in respect of a Delivery Date and/or Pricing Date or Valuation Date, as applicable, the month of expiration of the Futures Contract identified by that numerical adjective, so that: (i) “First Nearby Month” means the month of expiration of the first Futures Contract to expire following that date; (ii) “Second Nearby Month” means the month of expiration of the second Futures Contract to expire following that date; and, for example, (iii) “Sixth Nearby Month” means the month of expiration of the sixth Futures Contract to expire following that date.

**“NYMEX”** means the NYMEX Division, or its successor, of the New York Mercantile Exchange, Inc. or its successor.

**“Oil (Brent)”** means Brent blend crude oil.

**“Oil (WTI)”** means West Texas Intermediate light sweet crude oil.

**“Oil-Brent-ICE”** means that the price for a Pricing Date will be that day’s Specified Price per barrel of Oil (Brent) on the Exchange of the Futures Contract for the Delivery Date, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“OIL-WTI-NYMEX”** means that the price for a Pricing Date will be that day’s Specified Price per barrel of Oil (WTI) on the Exchange of the Futures Contract for the Delivery Date, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Open Ended Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Commodity Certificates or Short Commodity Certificates.

**“Palladium”** means palladium ingots or plate or unallocated palladium complying with the rules of the LPPM relating to good delivery and fineness from time to time in effect.

**“Palladium-Spot”** means that the price for a Pricing Date will be that day’s Specified Price per troy ounce gross of Palladium on the Exchange, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Platinum”** means ingots or plate or unallocated platinum complying with the rules of the LPPM relating to good delivery and fineness from time to time in effect.

**“Platinum-Spot”** means that the price for a Pricing Date will be that day’s Specified Price per troy ounce gross of Platinum on the Exchange, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Prevailing Rate”** means the reference rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits or borrowing transactions in the Financing Level Currency (i) in the case of Open Ended Certificates, with a maturity of (or based on a compounded rate for) one month or any other shorter period, as selected by the Calculation Agent in its sole and absolute discretion or (ii) in the case of Best Certificates or Limited Certificates, with a period (or based on a compounded rate for a period) equal to the tenor of the Certificates or any other shorter period, as selected by the Calculation Agent in its sole and absolute discretion.

**“Price Source”** means, in respect of the Commodity, the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) as specified in the applicable Final Terms, or if such source is not available any other source as selected by the Calculation Agent in its sole and absolute discretion.

**“Price Source Disruption”** means, in respect of the Commodity, (A) the failure of the relevant Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price of the Commodity) for the relevant Commodity Reference Price; or (B) the temporary or permanent discontinuance or unavailability of the Price Source.

**“Pricing Date”** means each Scheduled Trading Day (including each Valuation Date).

**“Related Exchange”** means an options or futures exchange or quotation system on which options contracts or futures or other derivatives contracts on the Commodity are traded.

**“Relevant Commodity Price”** means, in respect of the Commodity, the price determined on any day for the specified Commodity Reference Price.

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Reset Date”** means the Trade Date and thereafter any Business Day, Commodity Business Day or Bullion Business Day as determined by the Calculation Agent.

**“Rice”** means deliverable grade rough rice.

**“Rice-CBOT”** means that the price for a Pricing Date will be that day’s Specified Price per hundredweight of Rice on the Exchange of the Futures Contract, stated in U.S. cents, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Rollover Date”** means the date specified as such in the applicable Final Terms.

**“Rollover Spread”** means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Futures Contract minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Futures Contract during the substitution of the Futures Contract for the Substitute Futures Contract by reference to liquidity in the Futures Contract and the Substitute Futures Contract. The Rollover Spread may be a negative number.

**“Scheduled Closing Time”** means, in respect of the Exchange or a Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of the Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

**“Scheduled Trading Day”** means (a) if the Commodity Reference Price is a price announced or published by an Exchange, any day on which the Exchange and each Related Exchange is scheduled to be open for trading for its regular trading sessions; or (b) if 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 Market Disruption Event, would have published) a price for the relevant Commodity.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date, (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Certificate Condition 3, or (iii) in relation to a Stop Loss Event, not later than the fourth Business Day following the Stop Loss Termination Valuation Date.

**“Short Commodity Certificate”** means a Certificate designated as a “Short Certificate” in the applicable Final Terms.

“**Silver**” means silver bars or unallocated silver complying with the rules of the LBMA relating to good delivery and fineness from time to time in effect.

“**Silver-Spot**” means that the price for a Pricing Date will be that day’s Specified Price per troy ounce of Silver on the Exchange, stated in U.S. cents, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

“**Soybeans**” means deliverable grade soybeans.

“**Soybeans-CBOT**” means that the price for a Pricing Date will be that day’s Specified Price per bushel of Soybeans on Exchange of the Futures Contract, stated in U.S. cents, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

“**Specified Price**” means, in respect of a Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source): (A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the 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; or (O) any other price specified in the Final Terms.

“**Stop Loss Event**” occurs if, subject to any adjustment in accordance with Commodity Certificate Condition 2, (1) in the case of a Long Commodity Certificate, the bid low price of the Commodity Reference Price quoted on the relevant Price Source at any given time on any Pricing Date, from and including the Trade Date, other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, is less than or equal to the Stop Loss Price; or (2) in the case of a Short Commodity Certificate, the ask high price of the Commodity Reference Price quoted on the relevant Price Source at any given time on any Pricing Date, from and including the Trade Date, other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, is greater than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its absolute discretion.

“**Stop Loss Price**” means:

- (i) in the case of Best Certificates, the Current Financing Level;
- (ii) in the case of Limited Certificates, the Current Financing Level; and
- (iii) in the case of Open Ended Certificates, an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Commodity Certificate Condition 2, determined by the Calculation Agent in its sole and absolute discretion, as:
  - (1) in the case of a Long Commodity Certificate:
    - (a) the Current Financing Level on the current Stop Loss Reset Date; plus
    - (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.
  - (2) in the case of a Short Commodity Certificate:
    - (a) the Current Financing Level on the current Stop Loss Reset Date; minus
    - (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.



In the case of Open Ended Certificates, the Stop Loss Price will be rounded in the manner specified in the applicable Final Terms as **“Stop Loss Price Rounding”**. The Stop Loss Price on the Trade Date shall be the amount specified as such in the applicable Final Terms.

**“Stop Loss Reset Date”** means (a) the first Business Day of each calendar month or (b) a Business Day as determined by the Calculation Agent or (c) the Commodity Business Day or Bullion Business Day, as applicable, following any Rollover Date if such Rollover Date falls during the scheduled month for delivery of the Futures Contract, at the determination of the Calculation Agent.

**“Stop Loss Termination Date”** means the first Scheduled Trading Day on which the Stop Loss Event occurs.

**“Stop Loss Termination Reference Price”** means, subject to adjustment in accordance with Commodity Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its sole and absolute discretion to be the fair value price for the Commodity as determined by the Calculation Agent by reference to an unwinding of any hedging position, whether actual or theoretical, on a best efforts basis and in a commercially reasonable manner.

(1) in the case of a Long Commodity Certificate the Stop Loss Termination Reference Price will be at least the lowest price of the Commodity on the Stop Loss Termination Valuation Date; or

(2) in the case of a Short Commodity Certificate the Stop Loss Termination Reference Price will be at most the highest price of the Commodity on the Stop Loss Termination Valuation Date.

**“Stop Loss Termination Valuation Date”** means the Stop Loss Termination Date or if the Stop Loss Event occurs at the Valuation Time on the Stop Loss Termination Date, the following Scheduled Trading Day.

**“Stop Loss Termination Valuation Period”** means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its sole and absolute discretion, which period shall be determined by the liquidity in the underlying market and shall not be greater than 2 days (and excluding for this purpose any period during which a Market Disruption Event is continuing).

**“Sugar”** means deliverable grade cane sugar.

**“Sugar-ICE”** means that the price for a Pricing Date will be that day’s Specified Price per pound of Sugar on the Exchange of the Futures Contract, stated in U.S. cents, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Tax Disruption”** 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 Commodity or 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 Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Commodity Reference Price from what it would have been without that imposition, change or removal.

**“Termination Reference Price”** means an amount equal to (1) in the case of a Long Commodity Certificate, the bid-price of the Commodity Reference Price quoted on the relevant Price Source at the Valuation Time on the Issuer Call Date or (2) in the case of a Short Commodity Certificate, the ask-price of the Commodity Reference Price quoted on the relevant Price Source at the Valuation Time on the Issuer Call Date, both as determined by or on behalf of the Calculation Agent.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

“**Trading Disruption**” means, in respect of the Commodity, the material suspension of, or the material limitation imposed on, trading in the relevant Futures Contract or such Commodity on the relevant Exchange.

“**Trading Hours**” means as regards each Exchange its regular scheduled opening hours on each Scheduled Trading Day.

“**Valuation Date**” means the date or dates specified as such in the applicable Final Terms, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Day shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines to be relevant.

“**Valuation Time**” means the time specified as such in the applicable Final Terms, or such other time as the Issuer may determine in its absolute discretion and notify to Certificateholders in accordance with General Certificate Condition 8.

“**Wheat**” means deliverable grade wheat.

“**Wheat-CBOT**” means that the price for a Pricing Date will be that day’s Specified Price per bushel of Wheat on the Exchange of the Futures Contract, stated in U.S. cents, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

## 2 Adjustments

### (A) *Market Disruption Events*

If the Calculation Agent determines that a Market Disruption Event has occurred, the Issuer, at its discretion, may (i) make any adjustment or adjustments to the Exercise Cash Settlement Amount, the Issuer Call Cash Settlement Amount, the Stop Loss Cash Settlement Amount and/or any other relevant term of the Certificates (including the amount of interest payable, if any) as it deems necessary to account for any Market Disruption Event if it considers it appropriate to do so and/or (ii) redeem each Certificate at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the occurrence of such Market Disruption Event, less, unless specified otherwise in the Final Terms, the cost to the Issuer (or any of its Affiliates) of amending or liquidating any Hedging Arrangement, together with any costs, expenses, fees or taxes incurred by the Issuer (or any of its Affiliates) in respect of any Hedging Arrangement. The Issuer shall give notice to the holders of the Certificates of any such adjustment and/or any redemption of the Certificates hereunder in accordance with General Certificate Condition 8.

### (B) *Corrections*

If the Calculation Agent determines in respect of any Relevant Commodity Price, that the price published or announced and used or to be used by the Calculation Agent in any calculation or determination made or to be made in respect of the Certificates is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three Business Days (or such other period specified in the Final Terms) after the original publication or announcement, the Calculation Agent has the right, but not the obligation, to determine, in its sole and absolute discretion, the amount (if any) that is payable following that correction, and,

whether any adjustment to the terms and conditions of the Certificates is required to account for such correction. If the Calculation Agent determines that an adjustment to the terms and conditions is required, the Issuer may as soon as reasonably practicable adjust the terms and conditions of the Certificates to account for such correction.

(C) *Currency*

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the terms and conditions of the Certificates (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Certificates as it deems necessary. The Issuer shall give notice to the holders of the Certificates of any such adjustment in accordance with General Certificate Condition 8.

(D) *Change in Currency*

If, at any time after the Issue Date, there is any change in the currency in which the Commodity is quoted, listed and/or dealt on the relevant Price Source and/or Exchange, then the Issuer will adjust such of the terms and conditions of the Certificates as the Calculation Agent determines appropriate to preserve the economic terms of the Certificates. The Calculation Agent will make any conversion necessary for the purposes of any such adjustment as of the Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this section will affect the currency denomination of any payment obligation arising out of the Certificates.

## PRODUCT CONDITIONS RELATING TO OTHER BOND CERTIFICATES

*The terms and conditions applicable to Certificates issued by the Issuer linked to an other bond shall comprise the General Certificate Conditions and the additional terms and conditions set out below (the “Other Bond Certificate Conditions”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Certificate Conditions and/or the Other Bond Certificate Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Best Certificates**” means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Other Bond Certificates or Short Other Bond Certificates.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following provisions:

#### (A) Best Certificates

(1) in the case of a Best Certificate which is a Long Other Bond Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Best Certificate which is a Short Other Bond Certificate:

(a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

**(B) Open Ended Certificates**

(1) in the case of an Open Ended Certificate which is a Long Other Bond Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of an Open Ended Certificate which is a Short Other Bond Certificate:

(a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”);

**(C) Limited Certificates**

(1) in the case of a Limited Certificate which is a Long Other Bond Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

- (2) in the case of a Limited Certificate which is a Short Other Bond Certificate:

- (a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”),

provided that the Cash Settlement Amount shall not be less than zero. The Cash Settlement Amount shall (where applicable) be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards.

“**Current Financing Level**” means, subject to adjustment in accordance with Other Bond Certificate Condition 2 or Other Bond Certificate Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formulae:

- (1) in the case of a Long Other Bond Certificate:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Handling Cost.

- (2) in the case of a Short Other Bond Certificate:

- (a) the Current Financing Level on the previous Reset Date; minus
- (b) Handling Cost.

The Current Financing Level on the Trade Date is the level specified as such in the applicable Final Terms.

“**Current Spread**” means the rate (expressed as a percentage rate per annum) as determined by the Calculation Agent having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines to be relevant. The Current Spread may be reset on a Reset Date, subject to the “**Maximum Spread**” (as specified in the applicable Final Terms) per annum (save that if, in the sole discretion of the Calculation Agent, at any time the market rate for borrowing the Reference Asset or hedging the Certificates with futures materially exceeds such market rate as of the Trade Date, the Current Spread and/or Maximum Spread may be increased to reflect this change). The Current Spread on the Trade Date is the spread specified as such in the applicable Final Terms.

**“Current Stop Loss Premium”** means an amount in the Financing Level Currency, as determined by the Calculation Agent on each Reset Date, in its sole and absolute discretion, and subject to adjustment in accordance with Other Bond Certificate Condition 2 or Other Bond Certificate Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the “Minimum Premium” nor greater than the **“Maximum Premium”** (both as specified in the applicable Final Terms) of the Current Financing Level, subject to adjustment in accordance with Other Bond Certificate Condition 2 or Other Bond Certificate Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “Current Stop Loss Premium Rate”) on the Trade Date is the rate specified as such in the applicable Final Terms.

**“Disappearance of Reference Asset Price”** means, in respect of the Reference Asset, the permanent discontinuation of trading in the Reference Asset on the relevant Exchange.

**“Disrupted Day”** means, in respect of the Reference Asset, any Scheduled Trading Day on which a Market Disruption Event has occurred.

**“Early Closure”** means, in respect of the Reference Asset, the closure on any Exchange Business Day of the Exchange(s) or Related Exchange(s) prior to its/their 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(s) or Related Exchange(s) system(s) for execution at the Valuation Time on an Exchange Business Day.

**“Entitlement”** means the number specified as such in the applicable Final Terms, subject to any adjustment in accordance with Other Bond Certificate Condition 2 or Other Bond Certificate Condition 3.

**“Exchange”** means the exchange or quotation system specified as such in the applicable Final Terms or any successor to such exchange or quotation system.

**“Exchange Business Day”** means, in respect of the Reference Asset, any Scheduled Trading Day on which the relevant Exchange(s) and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange(s) or Related Exchange(s) closing prior to its/their Scheduled Closing Time.

**“Exchange Rate”** means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

**“Exercise”** means (i) a Certificateholder’s right to exercise the Certificates (in the case of Best Certificates and Open Ended Certificates) or (ii) the automatic exercise of the Certificates following the Final Valuation Date (in the case of Limited Certificates), in accordance with General Certificate Condition 3 and (in the case of Best Certificates and Open Ended Certificates) General Certificate Condition 4.

**“Exercise Date”** means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in General Certificate Condition 3.

**“Exercise Time”** means the time specified as such in the applicable Final Terms.

**“Expenses”** means, in respect of a Certificate, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise, an Issuer Call or following a Stop Loss Event in connection with such Certificate and/or (b) in connection with any payment or delivery due following Exercise, an Issuer Call or Stop Loss Event or otherwise in respect of such Certificate.

**“Final Reference Price”** means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) as determined by the Calculation Agent in its discretion (acting in a commercially reasonable manner) equal to a single Certificate’s pro rata share of the net proceeds, if any, received by the Issuer (or which the Calculation Agent determines would have been received by the Issuer had it held the Reference Asset) arising from the sale or disposal of the Reference Asset at the Valuation Time (or as close as reasonably practicable thereto) on the Valuation Date, in respect of such notional amount of the Reference Asset that the Calculation Agent determines corresponds to the aggregate amount of the outstanding Certificates as at the Valuation Date provided that, if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing, the Final Reference Price shall be an amount determined by the Calculation Agent as its good faith estimate of the closing Reference Asset Price on the Valuation Date having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines relevant.

**“Final Valuation Date”** means the date specified in the applicable Final Terms.

**“Financing Level Currency”** means the currency specified as such in the applicable Final Terms.

**“Governmental Authority”** means any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) any the country in which the Reference Asset Issuer is incorporated or operating

**“Handling Cost”** means, subject to adjustment in accordance with Other Bond Certificate Condition 2 or Other Bond Certificate Condition 3, an amount, as determined by the Calculation Agent on a daily basis, equal to:

- (a) Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

The Handling Cost may be a negative number.

**“Hedging Arrangement”** means any hedging arrangements entered into by the Issuer and/or its Affiliates at any time with respect to the Certificates, including without limitation, the entry into of any transaction(s) and/or the purchase and/or sale of the Reference Asset or any other asset(s) to hedge the risk of entering into and performing the obligations of the Issuer under the Certificates and any associated foreign exchange transactions.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Certificates by the Issuer in accordance with General Certificate Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Certificate Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the



Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Reference Asset and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“Limited Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Other Bond Certificates or Short Other Bond Certificates.

**“Long Other Bond Certificate”** means a Certificate designated as a “Long Certificate” in the applicable Final Terms.

**“Market Disruption Event”** means the occurrence, with respect to the Reference Asset, of a Price Source Disruption, a Trading Disruption, a Disappearance of Reference Asset Price, a Tax Disruption, an Early Closure, Nationalisation or a Moratorium if so specified in the Final Terms.

**“Moratorium”** means a general moratorium is declared in respect of banking activities in the country in which the Exchange or Related Exchange is located.

**“Nationalisation”** means any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its Affiliates), of all or substantially all of its assets in the country of the Governmental Authority.

**“Open Ended Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Other Bond Certificates or Short Other Bond Certificates.

**“Price Source Disruption”** means, in respect of the Reference Asset, (A) the failure by the Exchange to announce or publish the Reference Asset Price (or the information necessary for determining such price); or (B) the temporary or permanent discontinuance or unavailability of such price by the Exchange.

**“Reference Asset”** means the Reference Asset as of the Trade Date specified as such in the applicable Final Terms.

**“Reference Asset Issuer”** means the entity specified as such in the Final Terms, provided that if the Calculation Agent determines that a Successor Event has occurred in respect of such entity, the Reference Asset Issuer, shall be the obligor of the Reference Asset from time to time as determined by the Calculation Agent.

**“Reference Asset Price”** means, at any time, an amount equal to the current price of the Reference Asset quoted on the Exchange, as determined by the Calculation Agent without regard to any subsequently published correction, based, at the Calculation Agent’s discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Reference Asset or on such other factors as the Calculation Agent shall decide), such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate, as determined by the Calculation Agent.

**“Related Exchange”** means an options or futures exchange or quotation system on which options contracts or futures or other derivatives contracts on the Reference Asset are traded.

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Reset Date”** means the Trade Date and thereafter a Business Day as determined by the Calculation Agent.

**“Scheduled Trading Day”** means any day on which the Exchange and each Related Exchange is scheduled to be open for trading for its regular trading sessions.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date, (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Certificate Condition 3, or (iii) in relation to a Stop Loss Event, not later than the fourth Business Day following the Stop Loss Termination Valuation Date.

**“Short Other Bond Certificate”** means a Certificate designated as a “Short Certificate” in the applicable Final Terms.

**“Stop Loss Event”** occurs if, subject to any adjustment in accordance with Other Bond Certificate Condition 2 or Other Bond Certificate Condition 3, the Reference Asset Price (which shall be deemed to be a monetary value in the Financing Level Currency) on the Exchange on any Scheduled Trading Day, from and including the Trade Date, other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, (1) in the case of a Long Other Bond Certificate, is less than or equal to the Stop Loss Price; or (2) in the case of a Short Other Bond Certificate, is greater than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its absolute discretion.

**“Stop Loss Price”** means:

(i) in the case of Best Certificates, the Current Financing Level;

(ii) in the case of Limited Certificates, the Current Financing Level; and

(iii) in the case of Open Ended Certificates, an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Other Bond Certificate Condition 2 or other Bond Certificate Condition 3, determined by the Calculation Agent in its sole and absolute discretion, as:

(1) in the case of a Long Other Bond Certificate:

(a) the Current Financing Level on the current Stop Loss Reset Date; plus

(b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

(2) in the case of a Short Other Bond Certificate:

(a) the Current Financing Level on the current Stop Loss Reset Date; minus

(b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

In the case of Open Ended Certificates, the Stop Loss Price will be rounded in the manner specified in the applicable Final Terms as “Stop Loss Price Rounding”. The Stop Loss Price on the Trade Date shall be the amount specified as such in the applicable Final Terms.

**“Stop Loss Reset Date”** means the Trade Date and thereafter (a) the first Business Day of each calendar month or (b) a Business Day as determined by the Calculation Agent.

**“Stop Loss Termination Date”** means the first Scheduled Trading Day on which the Stop Loss Event occurs.

**“Stop Loss Termination Reference Price”** means, subject to adjustment in accordance with Other Bond Certificate Condition 2 or Other Bond Certificate Condition 3, an amount (which shall be deemed to be

a monetary value in the Financing Level Currency) determined by the Calculation Agent in its sole and absolute discretion to be the fair value price for the Reference Asset as determined by the Calculation Agent by reference to an unwinding of any Hedging Arrangement, whether actual or theoretical, on a best efforts basis and in a commercially reasonable manner.

(1) in the case of a Long Other Bond Certificate the Stop Loss Termination Reference Price will be at least the lowest level of the Reference Asset Price on the Stop Loss Termination Valuation Date; or

(2) in the case of a Short Other Bond Certificate the Stop Loss Termination Reference Price will be at most the highest level of the Reference Asset Price on the Stop Loss Termination Valuation Date.

**“Stop Loss Termination Valuation Date”** means the last Scheduled Trading Day during the Stop Loss Termination Valuation Period.

**“Stop Loss Termination Valuation Period”** means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its sole and absolute discretion, which period shall be determined by the liquidity in the underlying market and shall not be greater than 2 days (and excluding for this purpose any period during which a Market Disruption Event is continuing).

**“succeed”** means, with respect to the Reference Asset Issuer and the Reference Asset, that a party other than the Reference Asset Issuer (i) assumes or becomes liable for its obligations under the Reference Asset whether by operation of law or pursuant to any agreement or (ii) issues bonds that are exchanged for the Reference Asset, and in either case the Reference Asset Issuer is no longer the obligor with respect to the Reference Asset.

**“Succession Event”** means, with respect to the Reference Asset Issuer, an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement, as determined by the Calculation Agent.

**“Tax Disruption”** 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 Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Asset Price from what it would have been without that imposition, change or removal.

**“Termination Reference Price”** means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) as determined by the Calculation Agent in its discretion (acting in a commercially reasonable manner) equal to a single Certificate’s pro rata share of the net proceeds, if any, received by the Issuer (or which the Calculation Agent determines would have been received by the Issuer had it held the Reference Asset) arising from the sale or disposal of the Reference Asset at the Valuation Time (or as close as reasonably practicable thereto) on the Issuer Call Date, in respect of such notional amount of the Reference Asset that the Calculation Agent determines corresponds to the aggregate amount of the outstanding Certificates as at the Issuer Call Date provided that, if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing, the Termination Reference Price shall be an amount determined by the Calculation Agent as its good faith estimate of the closing Reference Asset Price on the Issuer Call Date having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines relevant.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Trading Disruption”** means, in respect of the Reference Asset, the material suspension of, or the material limitation imposed on, trading in the Reference Asset on the Exchange or Related Exchange.

**“Trading Hours”** means as regards each Exchange its regular scheduled opening hours on each Scheduled Trading Day.

**“Valuation Date”** means the date or dates specified as such in the applicable Final Terms, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines to be relevant.

**“Valuation Time”** means the close of trading on the Exchange, or such other time as the Issuer may determines in its absolute discretion and notify to Certificateholders in accordance with General Certificate Condition 8.

## 2 Adjustments

### (A) *Market Disruption Event*

The Issuer shall, as soon as reasonably practicable under the circumstances notify the Certificateholders in accordance with General Certificate Condition 8 if the Calculation Agent determines that a Market Disruption Event has occurred. The Issuer may make adjustments to the terms and conditions of the Certificates in order to account for any Market Disruption Event if it considers it appropriate to do so. The Issuer shall give notice to the holders of the Certificates of any such adjustment in accordance with General Certificate Condition 8.

### (B) *Corrections*

If the Calculation Agent determines in respect of any Reference Asset Price, that the price published or announced and used or to be used by the Calculation Agent in any calculation or determination made or to be made in respect of the Certificates is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three Business Days (or such other period specified in the Final Terms) after the original publication or announcement, the Calculation Agent has the right, but not the obligation, to determine, in its sole and absolute discretion, the amount (if any) that is payable following that correction, and, whether any adjustment to the terms and conditions of the Certificates is required to account for such correction. If the Calculation Agent determines that an adjustment to the terms and conditions is required, the Issuer may as soon as reasonably practicable adjust the terms and conditions of the Certificates to account for such correction.

### (C) *Currency*

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the terms and conditions of the Certificates (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Certificates as it deems necessary. The Issuer shall give notice to the holders of the Certificates of any such adjustment in accordance with General Certificate Condition 8.

*(D) Change in Currency*

If, at any time after the Issue Date, there is any change in the currency in which the Reference Asset is quoted, listed and/or dealt on the relevant Price Source and/or Exchange, then the Issuer will adjust such of the terms and conditions of the Certificates as the Calculation Agent determines appropriate to preserve the economic terms of the Certificates. The Calculation Agent will make any conversion necessary for the purposes of any such adjustment as of the Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this section will affect the currency denomination of any payment obligation arising out of the Certificates.

**3 Consequences of a Succession Event**

If the Calculation Agent determines that a Succession Event has occurred in respect of the Reference Asset Issuer, the Issuer may:

- (A) cancel the Certificates by giving notice to Certificateholders in accordance with General Certificate Condition 8. If the Certificates are so cancelled the Issuer will pay an amount to each Certificateholder in respect of each Certificate held by it which amount shall be the fair market value of a Certificate taking into account the Succession Event less, unless specified otherwise in the Final Terms, the cost to the Issuer of amending or liquidating any Hedging Arrangements, together with any costs, expenses, fees or taxes incurred by the Issuer in respect of any Hedging Arrangements all as determined by the Calculation Agent. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Certificate Condition 8; and/or:
- (B) make any such adjustment to the exercise, settlement, payment or any other term or condition of the Certificates as the Calculation Agent determines appropriate to account for the economic effect on the Certificates of such Succession Event.

The Issuer shall give notice of such cancellation, adjustment or deemed change to Certificateholders in accordance with General Certificate Condition 8.

## PRODUCT CONDITIONS RELATING TO FUND CERTIFICATES

*The terms and conditions applicable to Certificates issued by the Issuer linked to a fund shall comprise the General Certificate Conditions and the additional terms and conditions set out below (the “**Fund Certificate Conditions**”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Certificate Conditions and/or the Fund Certificate Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Best Certificates**” means Certificates designated as such in the applicable Final Terms which, for the avoidance of doubt, shall be “Long” Certificates.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following provisions:

#### (A) Best Certificates

##### (a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

##### (b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

##### (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

#### (B) Open Ended Certificates

##### (a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:  
(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or
- (c) Following a Stop Loss Event:  
(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”),

(C) Limited Certificates

- (a) Upon Exercise:  
(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or
- (b) Upon an Issuer Call:  
(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or
- (c) Following a Stop Loss Event:  
The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”),

provided that the Cash Settlement Amount shall not be less than zero. The Cash Settlement Amount shall (where applicable) be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards.

“**Current Financing Level**” means, subject to adjustment in accordance with Fund Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; and minus
- (c) if applicable, Notional Dividend Amounts.

The Current Financing Level on the Trade Date is the level specified as such in the applicable Final Terms.

“**Current Spread**” means the rate (expressed as a percentage rate per annum) as determined by the Calculation Agent having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines to be relevant. The Current Spread may be reset on a Reset Date, subject to the “**Maximum Spread**” (as specified in the applicable Final Terms) per annum (save that if, in the sole discretion of the Calculation Agent, at any time the market rate for borrowing the Fund or hedging the Certificates with futures materially exceeds such market rate as of the Trade Date, the Current Spread and/or Maximum Spread may be increased to reflect this change). The Current Spread on the Trade Date is the spread specified as such in the applicable Final Terms.

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency, as determined by the Calculation Agent on each Reset Date, in its sole and absolute discretion, and subject to adjustment in

accordance with Fund Certificate Condition 2, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the “**Minimum Premium**” nor greater than the “**Maximum Premium**” (both as specified in the applicable Final Terms) of the Current Financing Level, subject to adjustment in accordance with Fund Certificate Condition 2. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Trade Date is the rate specified as such in the applicable Final Terms.

“**Disrupted Day**” means, in respect of the Fund, any Business Day on which a Market Disruption Event has occurred.

“**Entitlement**” means the number specified as such in the applicable Final Terms, subject to any adjustment in accordance with Fund Certificate Condition 2.

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

“**Exercise**” means (i) a Certificateholder’s right to exercise the Certificates (in the case of Best Certificates and Open Ended Certificates) or (ii) the automatic exercise of the Certificates following the Final Valuation Date (in the case of Limited Certificates), in accordance with General Certificate Condition 3 and (in the case of Best Certificates and Open Ended Certificates) General Certificate Condition 4.

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in General Certificate Condition 3.

“**Exercise Time**” means the time specified as such in the applicable Final Terms.

“**Expenses**” means, in respect of a Certificate, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise, an Issuer Call or following a Stop Loss Event in connection with such Certificate and/or (b) in connection with any payment or delivery due following Exercise, an Issuer Call or Stop Loss Event or otherwise in respect of such Certificate.

“**Final Reference Price**” means an amount equal to the Reference Asset Price for the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such level or price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the Reference Asset Price for such date having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines relevant.

“**Final Valuation Date**” means the date specified in the applicable Final Terms.

“**Financing Level Currency**” means the currency specified as such in the applicable Final Terms.

“**Fund**” means the entity, collective investment scheme, fund, trust, partnership or similar arrangement or undertaking specified as such in the applicable Final Terms.

“**Fund Interest**” means a unit, share, partnership interest, or other similar direct interest in a Fund that entitles the holder of such interest to a share in the net assets of that Fund, as specified as such in the applicable Final Terms.



**“Fund Manager”** means (a) the person specified as such in the applicable Final Terms or (b) any other person responsible from time to time for notifying the holders of Fund Interests of the relevant net asset value of the Fund or Fund Interests.

**“Fund Rules”** means, with respect to a Fund, the terms of the bye-laws and other associated documentation relating to such Fund and any other rules or regulations relating to such Fund and the relevant Fund Interests (including any prospectus in respect of such) existing on the Issue Date, including its investment guidelines and restrictions.

**“Funding Cost”** means, subject to adjustment in accordance with Fund Certificate Condition 2, an amount, as determined by the Calculation Agent, equal to:

- (a) Prevailing Rate plus Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

**“Hedge Counterparty”** means any party to a contract with the Issuer or any of its Affiliates under which the Issuer obtains a derivative exposure to Fund Interests and includes hedge counterparties of such hedge counterparties.

**“Investing Entity”** means the Issuer, any Affiliate of the Issuer or any Hedge Counterparty that holds, redeems or subscribes for Fund Interests and references in the Fund Certificate Conditions to an Investing Entity are to any such entity acting in that capacity.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Certificates by the Issuer in accordance with General Certificate Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Certificate Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“Limited Certificates”** means Certificates designated as such in the applicable Final Terms which, for the avoidance of doubt, shall be “Long” Certificates.

**“Market Disruption Event”** means, in respect of a Business Day, the occurrence or continuation, as determined by the Calculation Agent, of:

- (a) a failure or postponement that is, in the determination of the Calculation Agent, material by the Fund and/or a Fund Manager to publish the Reference Asset Price in respect of that Business Day (provided that such Business Day is a day for which such official net asset value is scheduled to be published); or
- (b) the inability of a holder of Fund Interests to subscribe for, or redeem, Fund Interests for value on that Business Day (provided that such Business Day is a day for which subscriptions or redemptions are scheduled to be permissible (in accordance with the Fund Rules)); or
- (c) a postponement or failure of a Fund to make any payment in respect of the redemption of Fund Interests on any day for which such payment is scheduled to be made (in accordance with the Fund Rules); or
- (d) the failure of trading to commence, or the permanent discontinuation of trading, of the Fund; or
- (e) the material limitation imposed on trading in the Fund with respect to it or any contract with respect to it on any principal trading market; or
- (f) any other event similar to any of the above which could make it impracticable or impossible for the Calculation Agent to perform its obligations in relation to the Certificates.

**“Notional Dividend Amount”** means, if “Notional Dividend Amount” is applied by the Fund Manager, an amount, if any, as determined by the Calculation Agent, equal to (i) the sum of the cash dividends and/or other cash distributions in respect of the Fund which have an ex-dividend date occurring during the Notional Dividend Period net of applicable withholding taxes without regard to any tax credits, or (ii) the market implied dividend during the Notional Dividend Period, less any Expenses.

**“Notional Dividend Period”** means, unless otherwise specified in the applicable Final Terms, each period from (but excluding) the Trade Date to (and including) the earlier of the next following Reset Date, Issuer Call Date, Stop Loss Termination Date or the Valuation Date and thereafter from (but excluding) the Reset Date to (and including) the earlier of the next following Reset Date, the Issuer Call Date, Stop Loss Termination Date or the Valuation Date.

**“Open Ended Certificates”** means Certificates designated as such in the applicable Final Terms which, for the avoidance of doubt, shall be “Long” Certificates.

**“Prevailing Rate”** means the reference rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits or borrowing transactions in the Financing Level Currency (i) in the case of Open Ended Certificates, with a maturity of (or based on a compounded rate for) one month or any other shorter period, as selected by the Calculation Agent in its sole and absolute discretion or (ii) in the case of Best Certificates or Limited Certificates, with a period (or based on a compounded rate for a period) equal to the tenor of the Certificates or any other shorter period, as selected by the Calculation Agent in its sole and absolute discretion.

**“Reference Asset Price”** means, (i) if specified as NAV in the applicable Final Terms, the net asset value of the Fund as quoted by the Fund Manager for any Scheduled Trading Day, and (ii) if specified as Trading Price in the applicable Final Terms, the trading price of the Fund as quoted by the Fund Manager for any Scheduled Trading Day.

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Reset Date”** means the Trade Date and thereafter (a) the first Business Day of each calendar month or (b) a Business Day, as determined by the Calculation Agent.

**“Scheduled Trading Day”** means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which subscription or redemption of Fund Interests takes place (without

giving effect to any gating, deferral, suspension or other similar provision to delay or refuse a duly completed and timely submitted request to redeem Fund Interests on such day).

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date, (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Certificate Condition 3, or (iii) in relation to a Stop Loss Event, not later than the fourth Business Day following the Stop Loss Termination Valuation Date.

**“Stop Loss Event”** occurs if the Reference Asset Price (which shall be deemed to be a monetary value in the Financing Level Currency) for any Scheduled Trading Day, from and including the Trade Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, is less than or equal to the Stop Loss Price. If no such price or level is available, the price or level will be determined by the Calculation Agent in its absolute discretion.

**“Stop Loss Price”** means:

(i) in the case of Best Certificates, the Current Financing Level;

(ii) in the case of Limited Certificates, the Current Financing Level; and

(iii) in the case of Open Ended Certificates, an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Fund Certificate Condition 2, determined by the Calculation Agent in its sole and absolute discretion, as:

(a) the Current Financing Level on the current Stop Loss Reset Date; plus

(b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

In the case of Open Ended Certificates, the Stop Loss Price will be rounded in the manner specified in the applicable Final Terms as **“Stop Loss Price Rounding”**. The Stop Loss Price on the Trade Date shall be the amount specified as such in the applicable Final Terms.

**“Stop Loss Reset Date”** means (a) the first Business Day of each calendar month or (b) a Business Day as determined by the Calculation Agent.

**“Stop Loss Termination Date”** means the first Scheduled Trading Day on which the Stop Loss Event occurs.

**“Stop Loss Termination Reference Price”** means, subject to adjustment in accordance with Fund Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its sole and absolute discretion on the Stop Loss Termination Valuation Date, equal to the share-weighted average of the Reference Asset Prices at which the hedging position in Fund Interests was redeemed during the Stop Loss Valuation Period.

**“Stop Loss Termination Valuation Date”** means the day the Reference Asset Price is made available for the last Scheduled Trading Day during the Stop Loss Termination Valuation Period.

**“Stop Loss Termination Valuation Period”** means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its sole and absolute discretion, which period shall be determined by the number of Scheduled Trading Days taken to redeem the Fund Interests according to the redemption procedure relating to Fund Interests as set out in the constitutive documents for such Fund (and excluding for this purpose any period during which a Market Disruption Event is continuing). The Issuer shall submit a duly completed request to redeem Fund Interests as soon as practicable following the occurrence of

the Stop Loss Event and for the avoidance of doubt, such submissions may occur on the Business Day following such Stop Loss Event if the Stop Loss Event occurs less than 3 hours prior to the cut-off time the fund manager, Affiliate, agent, or intermediary platform through which the Issuer may contract (via a trading agreement or other ancillary document) is available to receive requests to subscribe and/or redeem Fund Interests.

**“Termination Reference Price”** means an amount equal to the Reference Asset Price for the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction (if, in the determination of the Calculation Agent, no such level or price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the Reference Asset Price for such date having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines relevant.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Valuation Date”** means the date or dates specified as such in the applicable Final Terms, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines to be relevant.

## 2 Adjustments

### *(A) Market Disruption Event*

The Issuer shall, as soon as reasonably practicable under the circumstances notify the Certificateholders in accordance with General Certificate Condition 8 if the Calculation Agent determines that a Market Disruption Event has occurred. The Issuer may make adjustments to the terms and conditions of the Certificates in order to account for any Market Disruption Event if it considers it appropriate to do so. The Issuer shall give notice to the holders of the Certificates of any such adjustment in accordance with General Certificate Condition 8.

### *(B) Fund Adjustment Event*

Following a Fund Adjustment Event, the Calculation Agent will determine the effect of such Fund Adjustment Event, and shall as soon as reasonably practicable under the circumstances notify the Issuer of such occurrence and adjustment the Calculation Agent will make to the Fund and/or the Final Reference Price and/or the Termination Reference Price and/or the Stop Loss Termination Reference Price or any other terms of the product as the Calculation Agent sees fit. Such adjustment may include but is not limited to the postponement of the calculation of the Final Reference Price, Termination Reference Price or the Stop Loss Termination Reference Price or the exclusion or replacement of the Fund to account for such event and determine the effective date of that adjustment.

**“Fund Adjustment Event”** means:

- (i) *Audit Event*: the making of any reservation in an audit report of a Fund by the auditor of that Fund that is, in the determination of the Calculation Agent, material;

- (ii) *Charging Change*: the increase of, or introduction by a Fund of (a) a bid/offer spread or (b) charges for subscription or redemption orders made by an Investing Entity, for Fund Interests in addition to any such spread or charge specified in the Fund Rules as applicable on the Issue Date;
- (iii) *Corporate Event*: a declaration by or on behalf of a Fund of:
  - (a) a subdivision, consolidation, reclassification or distribution of the relevant Fund Interests which has a diluting or concentrative effect on the theoretical value of such Fund Interests;
  - (b) a (1) dividend (including cash, and whether ordinary or extraordinary), (2) distribution or (3) issue of the relevant Fund Interests, capital, securities, rights or other assets or interests to existing holders of the relevant Fund Interests that has or is likely to have an effect on the value of such Fund Interest; or
  - (c) a call by a Fund in respect of the relevant Fund Interests that are not fully paid;
- (iv) *Cross-contamination*: any cross-contamination or other failure by a Fund to effectively segregate assets between the different classes of Fund Interests and different classes, series or compartments of that Fund;
- (v) *Currency Change*: the currency in which (a) Fund Interests are denominated or (b) the net asset value of a Fund is calculated, is no longer the currency specified in the Fund Rules; “Distribution In-kind” means a redemption of Fund Interests in the form of a distribution of non-cash assets;
- (vi) *Dealing Restriction*: any dealing restrictions (and/or amendments to relevant documentation) related to a Fund and/or transactions by its relevant fund manager, Affiliate, agent or intermediary platform through which the Calculation Agent may contract (via a trading agreement or other ancillary document) in order to carry out such transactions;
- (vii) *Fund Accounting Event*: any changes in the accounting principles or policies applicable to a Fund and/or its Fund Manager and/or any Investing Entity which might reasonably be expected to have an economic, legal or regulatory impact for the Issuer;
- (viii) *Fund Bankruptcy*: the Fund is liquidated, dissolved or otherwise ceases to exist or it or its fund manager is subject to a proceeding under any applicable bankruptcy, insolvency or other similar law or the Fund is subject to any fraud;
- (ix) *Fund Constitution Breach*: any failure to observe any of the objects, constitution, conditions, nature, or Fund Rules of a Fund that is, in the determination of the Calculation Agent, material;
- (x) *Fund Constitution Change*: any modification of the objects, constitution, conditions, nature, or Fund Rules of a Fund that is, in the determination of the Calculation Agent, material;
- (xi) *Fund License Event*: the withdrawal, suspension, cancellation or modification of any license, consent, permit, authorisation or clearance required for the Fund or its fund manager to carry out their activities as they are or should be carried out in accordance with the constitutive documents for such Fund as of the Issue Date;

- (xii) *Fund Regulatory Event*: any changes in the regulatory treatment applicable to a Fund and/or its Fund Manager and/or any Investing Entity which might reasonably be expected to have an economic, legal or regulatory impact for the Issuer;
- (xiii) *Fund Rules Breach*: any failure of the Fund Manager of a Fund to comply with any terms set out in the Fund Rules of that Fund;
- (xiv) *Fund Strategy Breach*: any failure to observe any of the investment objectives, policies or strategy of a Fund that is, in the determination of the Calculation Agent, material;
- (xv) *Fund Strategy Change*: any modification of the investment objectives, policies or strategy of a Fund that is, in the determination of the Calculation Agent, material;
- (xvi) *Fund Tax Event*: any changes in the tax treatment applicable to a Fund and/or its Fund Manager and/or any Investing Entity which might reasonably be expected to have an economic, legal or regulatory impact for the Issuer;
- (xvii) *Hedging Event*: the Issuer is unable, or would incur an increased cost (compared with that on the Issue Date), to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of, in such size and upon such timing as it determines appropriate, any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the Certificates, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s) upon such timing and in such form as it determines appropriate, whether or not in accordance with the Fund Rules;
- (xviii) *Investor Tax Event*: any changes in the regulatory, tax, accounting and/or any other treatment applicable to the holder of Fund Interests, which could have an economic or legal or regulatory impact for such holder;
- (xix) *Litigation Event*: the commencement or continuation of litigation involving a Fund, Fund Manager or other service provider of that Fund that is, in the determination of the Calculation Agent, material;
- (xx) *Management Change*: the occurrence of any event or the making of any changes affecting the structure of a Fund, its management, its material service providers, its reputation or solvency and/or the structure of, or rights attaching to, any shares in the capital of a Fund, which, in the reasonable opinion of the Calculation Agent is likely to have a significant impact on the value of the Fund Interests of such Fund, whether immediately or later;
- (xxi) *Mandatory Disposal*: any event or circumstance (whether or not imposed by the Fund, or in accordance with the Fund Rules) that obliges the holder of Fund Interests to sell or otherwise dispose of such Fund Interests;
- (xxii) *Market Event*: any crisis in the major financial markets such that the holding, trading or managing of an investment in a Fund is impracticable, inadvisable or materially altered.
- (xxiii) *NAV Suspension*: suspension of the calculation or publication of the net asset value of a Fund, or failure by its Fund Manager, its administrator or any relevant entity duly appointed in that respect to deliver when due any relevant report detailing the net asset value of that Fund;

- (xxiv) *Performance Failure*: any failure of the Fund Manager, administrator and/or the custodian (and/or other relevant service provider, as determined by the Calculation Agent) of a Fund to perform any of its material obligations under the Fund Rules or the liquidation, termination of appointment or resignation of the Fund Manager, administrator, custodian and/or a relevant service provider of such Fund;
- (xxv) *Potential Regulatory Event*: an investigation into the activities of a Fund, its Fund Manager, its custodian and/or its administrator being launched, or such activities being placed under review, in each case by their respective regulatory authorities or other competent body, for reason of alleged wrong-doing, alleged breach of any rule or regulation, or other similar reason;
- (xxvi) *Redemption Failure*: a holder of Fund Interests would be unable to receive redemption payments in respect of such Fund Interests;
- (xxvii) *Regulatory Event*: the winding-up, the closure or the termination of a Fund or the cancellation of the approval or registration of a Fund or its Fund Manager (or any successor thereto) by any relevant regulatory authority;
- (xxviii) *Subscription/Redemption Alteration*: any subscription or redemption orders with respect to Fund Interests are not executed as described in the Fund Rules for that Fund;
- (xxix) *Subscription/Redemption Restriction*: any suspension of, or any restriction on, the acceptance of subscriptions or redemptions for Fund Interests or any limitation imposed on such subscription or redemptions (whether or not in accordance with the Fund Rules); or
- (xxx) *Transfer Restriction*: suspension of, or any restriction on, the ability of a holder of Fund Interests to transfer any such Fund Interests, other than in accordance with the Fund Rules; or
- (xxxi) *Other Event*: any other event, whether similar or not to any of the above: (A) which could make it impracticable or impossible for the Calculation Agent to perform its obligations in relation to the Certificates and/or hedge its obligations hereunder or unwind a hedge of its obligations hereunder and/or carry out any and all transactions in respect of the Fund for the purpose of the Certificates; (B) where the Calculation Agent is unable to acquire or dispose of shares of a Fund; (C) where there is any default in payment(s) for any amounts owing to the Calculation Agent for the redemption of shares of a Fund by the fund manager or any party responsible for making payments in respect of redemption.

## PRODUCT CONDITIONS RELATING TO GOVERNMENT BOND CERTIFICATES

*The terms and conditions applicable to Certificates issued by the Issuer linked to a government bond shall comprise the General Certificate Conditions and the additional terms and conditions set out below (the “Government Bond Certificate Conditions”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Certificate Conditions and/or the Government Bond Certificate Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Best Certificates**” means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Government Bond Certificates or Short Government Bond Certificates.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following provisions:

#### (A) Best Certificates

(1) in the case of a Best Certificate which is a Long Government Bond Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Best Certificate which is a Short Government Bond Certificate:

(a) Upon Exercise:



(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(B) Open Ended Certificates

(1) in the case of an Open Ended Certificate which is a Long Government Bond Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of an Open Ended Certificate which is a Short Government Bond Certificate:

(a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”);

(C) Limited Certificates

(1) in the case of a Limited Certificate which is a Long Government Bond Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Limited Certificate which is a Short Government Bond Certificate:

- (a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”),

provided that the Cash Settlement Amount shall not be less than zero. The Cash Settlement Amount shall (where applicable) be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards.

“**Current Financing Level**” means, subject to adjustment in accordance with Government Bond Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formulae:

(1) in the case of a Long Government Bond Certificate:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Handling Cost; minus
- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread.

(2) in the case of a Short Government Bond Certificate:

- (a) the Current Financing Level on the previous Reset Date; minus
- (b) Handling Cost; minus
- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread.

The Current Financing Level on the Trade Date is the level specified as such in the applicable Final Terms.

“**Current Spread**” means the rate (expressed as a percentage rate per annum) as determined by the Calculation Agent having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines to be relevant. The Current Spread may be reset on a Reset

Date, subject to the **“Maximum Spread”** (as specified in the applicable Final Terms) per annum (save that if, in the sole discretion of the Calculation Agent, at any time the market rate for borrowing the Reference Asset or hedging the Certificates with futures materially exceeds such market rate as of the Trade Date, the Current Spread and/or Maximum Spread may be increased to reflect this change). The Current Spread on the Trade Date is the spread specified as such in the applicable Final Terms.

**“Current Stop Loss Premium”** means an amount in the Financing Level Currency, as determined by the Calculation Agent on each Reset Date, in its sole and absolute discretion, and subject to adjustment in accordance with Government Bond Certificate Condition 2, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the **“Minimum Premium”** nor greater than the **“Maximum Premium”** (both as specified in the applicable Final Terms) of the Current Financing Level, subject to adjustment in accordance with Government Bond Certificate Condition 2. The percentage used for calculating the Current Stop Loss Premium (the **“Current Stop Loss Premium Rate”**) on the Trade Date is the rate specified as such in the applicable Final Terms.

**“De Minimis Trading”** means the number of contracts traded on the Exchange with respect to the Reference Asset is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Reference Asset has been impaired due to a lack of, or a material reduction in, trading in the Reference Asset on the Exchange.

**“Disappearance of Reference Asset Price”** means, in respect of the Reference Asset, the permanent discontinuation of trading in the Reference Asset on the relevant Exchange.

**“Disrupted Day”** means, in respect of the Reference Asset, any Scheduled Trading Day on which a Market Disruption Event has occurred.

**“Early Closure”** means, in respect of the Reference Asset, the closure on any Exchange Business Day of the Exchange(s) or Related Exchange(s) prior to its/their 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(s) or Related Exchange(s) system(s) for execution at the Valuation Time on an Exchange Business Day.

**“Entitlement”** means the number specified as such in the applicable Final Terms, subject to any adjustment in accordance with Government Bond Certificate Condition 2.

**“Exchange”** means the exchange or quotation system specified as such in the applicable Final Terms or any successor to such exchange or quotation system.

**“Exchange Business Day”** means, in respect of the Reference Asset, any Scheduled Trading Day on which the relevant Exchange(s) and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange(s) or Related Exchange(s) closing prior to its/their Scheduled Closing Time.

**“Exchange Rate”** means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

**“Exercise”** means (i) a Certificateholder’s right to exercise the Certificates (in the case of Best Certificates and Open Ended Certificates) or (ii) the automatic exercise of the Certificates following the Final Valuation Date (in the case of Limited Certificates), in accordance with General Certificate Condition 3 and (in the case of Best Certificates and Open Ended Certificates) General Certificate Condition 4.

**“Exercise Date”** means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in General Certificate Condition 3.

**“Exercise Time”** means the time specified as such in the applicable Final Terms.

**“Expenses”** means, in respect of a Certificate, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise, an Issuer Call or following a Stop Loss Event in connection with such Certificate and/or (b) in connection with any payment or delivery due following Exercise, an Issuer Call or Stop Loss Event or otherwise in respect of such Certificate.

**“Final Reference Price”** means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the closing Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the closing Reference Asset Price on such date having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines relevant.

**“Final Valuation Date”** means the date specified in the applicable Final Terms.

**“Financing Level Currency”** means the currency specified as such in the applicable Final Terms.

**“Governmental Authority”** means any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country to which the Reference Asset is in fact referenced.

**“Governmental Authority Default”** means, with respect to any security or indebtedness for borrowed money of, or guaranteed by, any Governmental Authority, the occurrence of a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (i) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security, indebtedness for borrowed money or guarantee, (ii) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of such security, indebtedness for borrowed money or guarantee or (iii) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee.

**“Handling Cost”** means, subject to adjustment in accordance with Government Bond Certificate Condition 2, an amount, as determined by the Calculation Agent on a daily basis, equal to:

- (a) Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

The Handling Cost may be a negative number.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Certificates by the Issuer in accordance with General Certificate Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Certificate Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Reference Asset and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“Limited Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Government Bond Certificates or Short Government Bond Certificates.

**“Long Government Bond Certificate”** means a Certificate designated as a “Long Certificate” in the applicable Final Terms.

**“Market Disruption Event”** means the occurrence, with respect to the Reference Asset, of a Price Source Disruption, a Trading Disruption, a Disappearance of Reference Asset Price, a Tax Disruption, a Material Change in Content or a Material Change in Formula, an Early Closure, a Governmental Authority Default, Nationalisation, De Minimis Trading or a Moratorium if so specified in the Final Terms.

**“Material Change in Content”** means the occurrence since the Issue Date of a material change in the content or composition of the Reference Asset.

**“Material Change in Formula”** means the occurrence since the Issue Date of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the Reference Asset Price.

**“Moratorium”** means a general moratorium is declared in respect of banking activities in the country in which the Exchange or Related Exchange is located.

**“Nationalisation”** means any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its Affiliates), of all or substantially all of its assets in the country of the Governmental Authority.

**“Open Ended Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Government Bond Certificates or Short Government Bond Certificates.

**“Price Source Disruption”** means, in respect of the Reference Asset, (A) the failure by the Exchange to announce or publish the Reference Asset Price (or the information necessary for determining such price); or (B) the temporary or permanent discontinuance or unavailability of such price by the Exchange.

**“Reference Asset”** means the Reference Asset as of the Trade Date specified as such in the applicable Final Terms, and thereafter a financially equivalent reference asset (the **“Substitute Asset”**) selected by the Issuer. On the Rollover Date specified in the Final Terms, the Issuer shall make its selection of the Substitute Asset and on such date the Issuer, shall, during Trading Hours, effect substitution of the Reference Asset for the Substitute Asset at the Rollover Spread and thereafter the Substitute Asset shall for all purposes be the Reference Asset.

**“Reference Asset Price”** means the current price of the Reference Asset. For the avoidance of any doubt, this shall not be the futures contract value but the futures contract value divided by the applicable contract factor (the value of 1.0 future’s point) specified on the applicable screen page referred to in the applicable Final Terms, and if no such page reference exists, such other page reference as the Calculation Agent determines.

**“Related Exchange”** means an options or futures exchange or quotation system on which options contracts or futures or other derivatives contracts on the Reference Asset are traded.

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Reset Date”** means the Trade Date and thereafter a Business Day as determined by the Calculation Agent.

**“Rollover Date”** means the date specified as such in the applicable Final Terms.

**“Rollover Spread”** means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Reference Asset minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Asset during the substitution of the Reference Asset for the Substitute Asset by reference to liquidity in the Reference Asset and the Substitute Asset. The Rollover Spread may be a negative number.

**“Scheduled Trading Day”** means any day on which the Exchange and each Related Exchange is scheduled to be open for trading for its regular trading sessions.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date, (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Certificate Condition 3, or (iii) in relation to a Stop Loss Event, not later than the fourth Business Day following the Stop Loss Termination Valuation Date.

**“Short Government Bond Certificate”** means a Certificate designated as a “Short Certificate” in the applicable Final Terms.

**“Stop Loss Event”** occurs if, subject to any adjustment in accordance with Government Bond Certificate Condition 2, the Reference Asset Price (which shall be deemed to be a monetary value in the Financing Level Currency) on the Exchange on any Scheduled Trading Day, from and including the Trade Date, other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, (1) in the case of a Long Government Bond Certificate, is less than or equal to the Stop Loss Price; or (2) in the case of a Short Government Bond Certificate, is greater than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its absolute discretion.

**“Stop Loss Price”** means:

- (i) in the case of Best Certificates, the Current Financing Level;
- (ii) in the case of Limited Certificates, the Current Financing Level; and

(iii) in the case of Open Ended Certificates, an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Government Bond Certificate Condition 2, determined by the Calculation Agent in its sole and absolute discretion, as:

(1) in the case of a Long Government Bond Certificate:

- (a) the Current Financing Level on the current Stop Loss Reset Date; plus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

(2) in the case of a Short Government Bond Certificate:

- (a) the Current Financing Level on the current Stop Loss Reset Date; minus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

In the case of Open Ended Certificates, the Stop Loss Price will be rounded in the manner specified in the applicable Final Terms as **“Stop Loss Price Rounding”**. The Stop Loss Price on the Trade Date shall be the amount specified as such in the applicable Final Terms.

**“Stop Loss Reset Date”** means the Trade Date and thereafter (a) the first Business Day of each calendar month or (b) a Business Day as determined by the Calculation Agent or (c) the Business Day following any Rollover Date if such Rollover Date falls during the scheduled month for delivery of the Reference Asset, at the determination of the Calculation Agent.

**“Stop Loss Termination Date”** means the first Scheduled Trading Day on which the Stop Loss Event occurs.

**“Stop Loss Termination Reference Price”** means, subject to adjustment in accordance with Government Bond Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its sole and absolute discretion to be the fair value price for the Reference Asset as determined by the Calculation Agent by reference to an unwinding of any hedging position, whether actual or theoretical, on a best efforts basis and in a commercially reasonable manner.

(1) in the case of a Long Government Bond Certificate the Stop Loss Termination Reference Price will be at least the lowest level of the Reference Asset Price on the Stop Loss Termination Valuation Date; or

(2) in the case of a Short Government Bond Certificate the Stop Loss Termination Reference Price will be at most the highest level of the Reference Asset Price on the Stop Loss Termination Valuation Date.

**“Stop Loss Termination Valuation Date”** means the last Scheduled Trading Day during the Stop Loss Termination Valuation Period.

**“Stop Loss Termination Valuation Period”** means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its sole and absolute discretion, which period shall be determined by the liquidity in the underlying market and shall not be greater than 2 days (and excluding for this purpose any period during which a Market Disruption Event is continuing).

**“Tax Disruption”** 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 Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Asset Price from what it would have been without that imposition, change or removal.

**“Termination Reference Price”** means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Issuer Call Date as determined by or on behalf of the Calculation Agent.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Trading Disruption”** means, in respect of the Reference Asset, the material suspension of, or the material limitation imposed on, trading in the Reference Asset on the Exchange or Related Exchange.

**“Trading Hours”** means as regards each Exchange its regular scheduled opening hours on each Scheduled Trading Day.

**“Valuation Date”** means the date or dates specified as such in the applicable Final Terms, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines to be relevant.

**“Valuation Time”** means the close of trading on the Exchange, or such other time as the Issuer may determine in its absolute discretion and notify to Certificateholders in accordance with General Certificate Condition 8.

## 2 Adjustments

### (A) *Market Disruption Event*

The Issuer shall, as soon as reasonably practicable under the circumstances notify the Certificateholders in accordance with General Certificate Condition 8 if the Calculation Agent determines that a Market Disruption Event has occurred. The Issuer may make adjustments to the terms and conditions of the Certificates in order to account for any Market Disruption Event if it considers it appropriate to do so. The Issuer shall give notice to the holders of the Certificates of any such adjustment in accordance with General Certificate Condition 8.

### (B) *Corrections*

If the Calculation Agent determines in respect of any Reference Asset Price, that the price published or announced and used or to be used by the Calculation Agent in any calculation or determination made or to be made in respect of the Certificates is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three Business Days (or such other period specified in the Final Terms) after the original publication or announcement, the Calculation Agent has the right, but not the obligation, to determine, in its sole and absolute discretion, the amount (if any) that is payable following that correction, and, whether any adjustment to the terms and conditions of the Certificates is required to account for such correction. If the Calculation Agent determines that an adjustment to the terms and conditions is required, the Issuer may as soon as reasonably practicable adjust the terms and conditions of the Certificates to account for such correction.

### (C) *Currency*



If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the terms and conditions of the Certificates (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Certificates as it deems necessary. The Issuer shall give notice to the holders of the Certificates of any such adjustment in accordance with General Certificate Condition 8.

*(D) Change in Currency*

If, at any time after the Issue Date, there is any change in the currency in which the Reference Asset is quoted, listed and/or dealt on the relevant Price Source and/or Exchange, then the Issuer will adjust such of the terms and conditions of the Certificates as the Calculation Agent determines appropriate to preserve the economic terms of the Certificates. The Calculation Agent will make any conversion necessary for the purposes of any such adjustment as of the Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this section will affect the currency denomination of any payment obligation arising out of the Certificates.

## PRODUCT CONDITIONS RELATING TO INDEX FUTURES CERTIFICATES

*The terms and conditions applicable to Certificates issued by the Issuer linked to an index futures contract shall comprise the General Certificate Conditions and the additional terms and conditions set out below (the “Index Futures Certificate Conditions”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Certificate Conditions and/or the Index Futures Certificate Conditions and (ii) the Final Terms, the Final Terms shall prevail*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Best Certificates**” means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Index Futures Certificates or Short Index Futures Certificates.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount determined by the Calculation Agent in accordance with the following provisions:

#### (A) Best Certificates

(1) in the case of a Best Certificate which is a Long Index Futures Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Best Certificate which is a Short Index Futures Certificate:

(a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(B) Open Ended Certificates

(1) in the case of an Open Ended Certificate which is a Long Index Futures Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of an Open Ended Certificate which is a Short Index Futures Certificate:

(a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Settlement Amount**”),

(C) Limited Certificates

(1) in the case of a Limited Certificate which is a Long Index Futures Certificate:

(a) Upon Exercise:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”).

(2) in the case of a Limited Certificate which is a Short Index Futures Certificate:

- (a) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Settlement Amount**”); or

- (b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Settlement Amount**”); or

- (c) Following a Stop Loss Event:

The Cash Settlement Amount shall be zero (the “**Stop Loss Cash Settlement Amount**”),

provided that the Cash Settlement Amount shall not be less than zero. The Cash Settlement Amount shall (where applicable) be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards.

“**Change in Law**” means that, on or after the Issue Date (or as otherwise set forth in the Final Terms) (A) due to the adoption of or any change in any applicable law, regulation, rule, order, ruling or procedure (including, without limitation, any tax law and any regulation, rule, order, ruling or procedure of any applicable regulatory authority, tax authority and/or any exchange) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction (including, without limitation, any relevant exchange or trading facility) of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that:

(X) it has (or it expects that it will) become illegal for the Issuer or any of its Affiliates, to (i) hold, acquire or dispose of any Reference Asset or to enter into transactions on or relating to any Reference Asset or (ii) perform its obligations under the Certificates; or

(Y) the Issuer or any of its Affiliates would (or would expect to) incur a materially increased cost in (i) holding, acquiring or disposing of any Reference Asset, (ii) maintaining, entering into or unwinding any Hedging Arrangement, and/or (iii) performing its obligations under the Certificates (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

“**Current Financing Level**” means, subject to adjustment in accordance with Index Futures Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Handling Cost; and minus

- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread.

The Current Financing Level on the Trade Date is the level specified as such in the applicable Final Terms.

**“Current Spread”** means the rate (expressed as a percentage rate per annum) as determined by the Calculation Agent having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines to be relevant. The Current Spread may be reset on a Reset Date, subject to the **“Maximum Spread”** (as specified in the applicable Final Terms) per annum (save that if, in the sole discretion of the Calculation Agent, at any time the market rate for borrowing the Reference Asset or hedging the Certificates with futures materially exceeds such market rate as of the Trade Date, the Current Spread and/or Maximum Spread may be increased to reflect this change). The Current Spread on the Trade Date is the spread specified as such in the applicable Final Terms.

**“Current Stop Loss Premium”** means an amount in the Financing Level Currency, as determined by the Calculation Agent on each Reset Date, in its sole and absolute discretion, and subject to adjustment in accordance with Index Futures Certificate Condition 2, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the **“Minimum Premium”** nor greater than the **“Maximum Premium”** (both as specified in the applicable Final Terms) of the Current Financing Level, subject to adjustment in accordance with Index Futures Certificate Condition 2. The percentage used for calculating the Current Stop Loss Premium (the **“Current Stop Loss Premium Rate”**) on the Trade Date is the rate specified as such in the applicable Final Terms.

**“De Minimis Trading”** means the number of contracts traded on the Exchange with respect to the Reference Asset is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Reference Asset has been impaired due to a lack of, or a material reduction in, trading in the Reference Asset on the Exchange.

**“Disrupted Day”** means, in respect of the Reference Asset, any Scheduled Trading Day on which a Market Disruption Event has occurred.

**“Disappearance of Reference Asset Reference Price”** means, in respect of the Reference Asset, the permanent discontinuation of trading in the relevant Reference Asset,.

**“Early Closure”** means, in respect of the Reference Asset, the closure on any Exchange Business Day of the Exchange(s) or Related Exchange(s) prior to its/their 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(s) or Related Exchange(s) system(s) for execution at the Valuation Time on an Exchange Business Day.

**“Entitlement”** means the number specified as such in the applicable Final Terms, subject to any adjustment in accordance with Index Futures Certificate Condition 2.

**“Exchange”** means the exchange or quotation system specified as such in the Final Terms or any successor to such exchange or quotation system.

**“Exchange Business Day”** means, in respect of the Reference Asset, any Scheduled Trading Day on which the relevant Exchange(s) and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange(s) or Related Exchange(s) closing prior to its/their Scheduled Closing Time.

**“Exchange Rate”** means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the

Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

**“Exercise”** means (i) a Certificateholder’s right to exercise the Certificates (in the case of Best Certificates and Open Ended Certificates) or (ii) the automatic exercise of the Certificates following the Final Valuation Date (in the case of Limited Certificates), in accordance with General Certificate Condition 3 and (in the case of Best Certificates and Open Ended Certificates) General Certificate Condition 4.

**“Exercise Date”** means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in General Certificate Condition 3.

**“Exercise Time”** means the time specified as such in the applicable Final Terms.

**“Expenses”** means, in respect of a Certificate, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise, an Issuer Call or following a Stop Loss Event in connection with such Certificate and/or (b) in connection with any payment or delivery due upon Exercise, an Issuer Call or following a Stop Loss Event or otherwise in respect of such Certificate.

**“Final Reference Price”** means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the closing Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the closing Reference Asset Price on such date having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines relevant.

**“Final Valuation Date”** means the date specified in the applicable Final Terms.

**“Financing Level Currency”** means the currency specified as such in the applicable Final Terms.

**“Handling Cost”** means, subject to adjustment in accordance with Index Futures Certificate Condition 2, an amount, as determined by the Calculation Agent on a daily basis, equal to:

- (a) Current Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by the default number of days used for calculating the day count fraction for the Financing Level Currency.

The Handling Cost may be a negative number.

**“Hedging Arrangement”** means any hedging arrangements entered into by the Issuer and/or its Affiliates at any time with respect to the Certificates, including without limitation the entry into of any transaction(s) and/or purchase and/or sale of any Reference Asset and any associated foreign exchange transactions.

**“Hedging Disruption”** means any event or combination of events or circumstances, that are not attributable to the Issuer that significantly alters the economics of the Certificates compared to the economics as of the Issue Date, but do not render performance of the Issuer’s obligations under the Certificates impossible, in connection with which the Issuer and/or its Affiliates is (or would be) unable to (A) hold,

acquire, re-establish, substitute, maintain, unwind or dispose of any Reference Asset and/or any Hedging Arrangement, or (B) realise, recover or remit the proceeds of any Reference Asset and/or any Hedging Arrangement and/or (C) any other event specified as such in the applicable Final Terms.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Certificates by the Issuer in accordance with General Certificate Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Certificate Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Reference Asset and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“Limited Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Index Futures Certificates or Short Index Futures Certificates.

**“Long Index Futures Certificate”** means a Certificate designated as a “Long Certificate” in the applicable Final Terms.

**“Market Disruption Event”** means the occurrence, with respect to the Reference Asset, of (i) a Price Source Disruption, a Trading Disruption, a Disappearance of Reference Asset Price, a Tax Disruption, a Material Change in Content, a Material Change in Formula, an Early Closure, De Minimis Trading or a Moratorium if so specified in the Final Terms or (ii) a Change in Law or (iii) a Hedging Disruption.

**“Material Change in Content”** means the occurrence since the Issue Date of a material change in the content or composition of the Reference Asset.

**“Material Change in Formula”** means the occurrence since the Issue Date of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of calculating, the relevant Reference Asset Price.

**“Moratorium”** means a general moratorium is declared in respect of banking activities in the county in which the Exchange or Related Exchange is located.

**“Open Ended Certificates”** means Certificates designated as such in the applicable Final Terms which may, for the avoidance of doubt, be either Long Index Futures Certificates or Short Index Futures Certificates.

**“Price Source Disruption”** means, in respect of the Reference Asset, (A) the failure by the Exchange to announce or publish the Reference Asset Price (or the information necessary for determining such price); or (B) the temporary or permanent discontinuance or unavailability of such price by the Exchange.

**“Reference Asset”** means the Reference Asset as of the Trade Date specified as such in the applicable Final Terms, and thereafter the Issuer shall, during Trading Hours on the Rollover Date, effect substitution to (i) the next serially contract month in the cycle or (ii) the most liquid contract month in the cycle, (the **“Substitute Asset”**) selected by the Issuer. Thereafter, the Substitute Asset shall for all purposes be the Reference Asset.

**“Reference Asset Price”** means the current price of the Reference Asset. For the avoidance of any doubt, this shall not be the futures contract value but the futures contract value divided by the applicable contract factor (the value of 1.0 future’s point) specified on the applicable screen page referred to in the applicable Final Terms, and if no such page reference exists, such other page reference as the Calculation Agent determines.

**“Related Exchange”** means, an options or futures exchange or quotation system on which options contracts or futures or other derivatives contracts on the Reference Asset are traded.

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Reset Date”** means the Trade Date and thereafter (a) the first Business Day of each calendar month or (b) if a Rollover Date occurs in such month, the Business Day following such Rollover Date or (c) a Business Day, as determined by the Calculation Agent.

**“Rollover Date”** means the date specified as such in the applicable Final Terms.

**“Rollover Spread”** means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Reference Asset minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Asset during the substitution of the Reference Asset for the Substitute Asset by reference to liquidity in the Reference Asset and the Substitute Asset. The Rollover Spread may be a negative number.

**“Scheduled Trading Day”** means any day on which the Exchange and each Related Exchange is scheduled to be open for trading for its regular trading session.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date, (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Certificate Condition 3, or (iii) in relation to a Stop Loss Event, not later than the fourth Business Day following the Stop Loss Termination Valuation Date.

**“Short Index Futures Certificate”** means a Certificate designated as a “Short Certificate” in the applicable Final Terms.

**“Stop Loss Event”** occurs if, subject to any adjustment in accordance with Index Futures Certificate Condition 2, the Reference Asset Price (which shall be deemed to be a monetary value in the Financing Currency Level) on the Exchange on any Scheduled Trading Day, from and including the Trade Date, other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, (1) in the case of a Long Index Futures Certificate, is less than or equal to the Stop Loss Price; or (2) in the case of a Short Index Futures Certificate, is greater than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its absolute discretion.

**“Stop Loss Price”** means:

- (i) in the case of Best Certificates, the Current Financing Level;
- (ii) in the case of Limited Certificates, the Current Financing Level; and



(iii) in the case of Open Ended Certificates, an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Index Futures Certificate Condition 2, determined by the Calculation Agent in its sole and absolute discretion, as:

(1) in the case of a Long Index Futures Certificate:

- (a) the Current Financing Level on the current Stop Loss Reset Date; plus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

(2) in the case of a Short Index Futures Certificate:

- (a) the Current Financing Level on the current Stop Loss Reset Date; minus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

In the case of Open Ended Certificates, the Stop Loss Price will be rounded in the manner specified in the applicable Final Terms as “**Stop Loss Price Rounding**”. The Stop Loss Price on the Trade Date shall be the amount specified as such in the applicable Final Terms.

“**Stop Loss Reset Date**” means (a) the first Business Day of each calendar month or (b) a Business Day, as determined by the Calculation Agent.

“**Stop Loss Termination Date**” means the first Scheduled Trading Day on which the Stop Loss Event occurs.

“**Stop Loss Termination Reference Price**” means, subject to adjustment in accordance with Index Futures Certificate Condition 2, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its sole and absolute discretion to be the fair value price for the Reference Asset as determined by the Calculation Agent by reference to an unwinding of any hedging position, whether actual or theoretical, on a best efforts basis and in a commercially reasonable manner.

(1) in the case of a Long Index Futures Certificate the Stop Loss Termination Reference Price will be equal to at least the lowest level of the Reference Asset Price on (i) the Stop Loss Termination Valuation Date or (ii) the following Scheduled Trading Day; or

(2) in the case of a Short Index Futures Certificate the Stop Loss Termination Reference Price will be at most the highest level of the Reference Asset Price on (i) the Stop Loss Termination Valuation Date or (ii) the following Scheduled Trading Day.

“**Stop Loss Termination Valuation Date**” means the last Scheduled Trading Day during the Stop Loss Termination Valuation Period.

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its sole and absolute discretion, which period shall be determined by the liquidity in the underlying market and shall not be greater than 2 days (and excluding for this purpose any period during which a Market Disruption Event is continuing).

“**Tax Disruption**” 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 Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Asset Price from what it would have been without that imposition, change or removal.

**“Termination Reference Price”** means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Issuer Call Date as determined by or on behalf of the Calculation Agent.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Trading Disruption”** means, in respect of the Reference Asset, any material suspension of, or the material limitation imposed on trading in the Reference Asset by, the Exchange or Related Exchange.

**“Trading Hours”** means as regards each Exchange its regular scheduled opening hours on each Scheduled Trading Day.

**“Valuation Date”** means, the date or dates specified as such in the applicable Final Terms, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines to be relevant

**“Valuation Time”** means the time specified as such in the applicable Final Terms, or such other time as the Issuer may determine in its absolute discretion and notify to the Certificateholders in accordance with General Certificate Condition 8.

## **2** Adjustments, Consequences of Certain Events and Currency

### *(A) Market Disruption Events*

If the Calculation Agent determines that a Market Disruption Event has occurred, the Issuer, at its discretion, may (i) make any adjustment or adjustments to the Exercise Cash Settlement Amount, the Issuer Call Cash Settlement Amount, the Stop Loss Cash Settlement Amount and/or any other relevant term of the Certificates (including the amount of interest payable, if any) as it deems necessary to account for any Market Disruption Event if it considers it appropriate to do so and/or (ii) redeem each Certificate at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the occurrence of such Market Disruption Event, less, unless specified otherwise in the Final Terms, the cost to the Issuer (or any of its Affiliates) of amending or liquidating any Hedging Arrangement, together with any costs, expenses, fees or taxes incurred by the Issuer (or any of its Affiliates) in respect of any Hedging Arrangement. The Issuer shall give notice to the holders of the Certificates of any such adjustment and/or any redemption of the Certificates hereunder in accordance with General Certificate Condition 8.

### *(B) Change of Exchange*

If an Exchange is changed, the Issuer may make such consequential modifications to the Entitlement and such other terms and conditions of the Certificates as it may deem necessary.

### *(C) Price Correction*

If the Calculation Agent determines in respect of any Reference Asset Price, that the price published or announced and used or to be used by the Calculation Agent in any calculation or determination made

or to be made in respect of the Certificates is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three Business Days (or such other period specified in the Final Terms) after the original publication or announcement, the Calculation Agent has the right, but not the obligation, to determine, in its sole and absolute discretion, the amount (if any) that is payable following that correction, and, whether any adjustment to the terms and conditions of the Certificates is required to account for such correction. If the Calculation Agent determines that an adjustment to the terms and conditions is required, the Issuer may as soon as reasonably practicable adjust the terms and conditions of the Certificates to account for such correction.

Stop Loss Event may have occurred on an Incorrect Price. If a Stop Loss Event occurs as a result of such Incorrect Price, such Stop Loss Event cannot be cancelled and will be deemed to have occurred and the relevant Certificate will be settled as if a Stop Loss Event had occurred

In the event that any price or level published on the Exchange or by the Index Sponsor in respect of the Index and which is utilised for determining whether a Stop Loss Event has occurred proves to be incorrect or is subsequently corrected (an “**Incorrect Price**”), a Stop Loss Event may have occurred on an Incorrect Price. If a Stop Loss Event occurs as a result of such Incorrect Price, such Stop Loss Event cannot be cancelled and will be deemed to have occurred and the relevant Certificate will be settled as if a Stop Loss Event had occurred.

*(D) Currency*

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the terms and conditions of the Certificates (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Certificates as it deems necessary. The Issuer shall give notice to the Certificateholders of any such adjustment in accordance with General Certificate Condition 8.

*(E) Change in Currency*

If, at any time after the Issue Date of the Certificates, there is any change in the currency in which the Reference Asset is quoted, listed and/or dealt on the Exchange, then the Issuer will adjust such of the terms and conditions of the Certificates as the Calculation Agent determines appropriate to preserve the economic terms of the Certificates. The Calculation Agent will make any conversion necessary for purposes of any such adjustment as of the Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this section will affect the currency denomination of any payment obligation arising out of the Certificates.

## GENERAL WARRANT CONDITIONS

*The following, other than this paragraph in italics, are the general terms and conditions of the Warrants issued by the Issuer (the “**General Warrant Conditions**”) which are applicable to all Warrants. Particular Warrants will be further subject to the Warrant Product Conditions (as defined below) applicable to the particular type of Warrant being issued and the Final Terms applicable to the particular Series being issued. In the event of any inconsistency between the General Warrant Conditions and the Final Terms, the Final Terms shall prevail. In the case of a Tranche of Warrant which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under Regulation (EU) 2017/1129 (as amended or superseded) (“**Exempt Warrants**”), the Final Terms may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the General Warrant Conditions, replace or modify the General Warrant Conditions for the purposes of such Tranche of Warrant.*

ING Bank N.V. (the “**Issuer**”) may from time to time issue warrants (such warrants being hereinafter referred to as the “**Warrants**”) pursuant to (i) a Warrant Agreement dated on or around 25 March 2022 (as modified, supplemented and/or restated as at the issue date of the Warrants, the “**ING Warrant Agreement**”) between ING Bank N.V. as Issuer and ING Bank N.V., as principal warrant agent (the “**ING Principal Warrant Agent**”, which expression shall include any additional or successor principal warrant agent) and the other warrant agents named therein (together with the ING Principal Warrant Agent, the “**ING Warrant Agents**”, which expression shall include any additional or successor warrant agents) and (ii) a Warrant Agreement dated on or around 25 March 2022 (as modified, supplemented and/or restated as at the issue date of the Warrants, the “**Polish Warrant Agreement**” and, together with the ING Warrant Agreement the “**Warrant Agreements**”) between ING Bank N.V. as Issuer and BNP Paribas Securities Services S.C.A., Poland Branch, as principal warrant agent (the “**Polish Principal Warrant Agent**”, which expression shall include any additional or successor warrant agents) and the other warrant agents named therein (together with the Polish Principal Warrant Agent, the “**Polish Warrant Agents**”, which expression shall include any additional or successor warrant agents, as specified in the applicable Final Terms). The ING Principal Warrant Agent and the Polish Principal Warrant Agent shall hereinafter be referred to as the “**Principal Warrant Agent**” and the ING Warrant Agents and Polish Warrant Agents shall hereinafter be referred to as the “**Warrant Agents**”.

If ING Bank N.V. is specified in the applicable Final Terms as Principal Warrant Agent, the Warrants will be issued pursuant to the ING Warrant Agreement. If the Polish Principal Warrant Agent is specified in the applicable Final Terms as Principal Warrant Agent, the Warrants will be issued pursuant to the Polish Warrant Agreement. References made herein to the Principal Warrant Agent and Warrant Agents shall be construed accordingly. The Issuer shall undertake the duties of calculation agent (the “**Calculation Agent**”) in respect of the Warrants as set out below and in the applicable Final Terms.

No Warrants in definitive form will be issued. The Warrants which are not designated as “European Warrants” or “Polish Warrants” in the applicable Final Terms (such Warrants being “**Dutch Warrants**”) will be registered in uncertificated book entry form with the Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. (“**Euroclear Netherlands**”). No physical global warrants or warrants will be issued in respect of Dutch Warrants. The Dutch Warrants are issued subject to and in accordance with the terms and conditions herein, and are further subject to the Dutch Securities Giro Act (*Wet giraal effectenverkeer*) and the Rules for Book-Entry Deposits (*Reglement Girodepots*) and the Guidelines Euroclear Nederland (*Richtlijnen Euroclear Nederland*) issued by Euroclear Netherlands and from time to time amended (together, the “**Regulations**”). Delivery (*uitlevering*) of Dutch Warrants will only be possible in the limited circumstances prescribed by the Securities Giro Act.

Warrants designated as “**European Warrants**” in the applicable Final Terms will be issued in bearer form and represented by one or more global warrants deposited with Clearstream Banking AG, Eschborn (“**Clearstream, Frankfurt**”). No physical global warrants or warrants will be issued in respect of the European Warrants. The European Warrants are issued subject to and in accordance with the terms and conditions herein, and are further subject to the rules of the German Deposit Act (*Depotgesetz*) and the general terms of business of Clearstream, Frankfurt, as from time to time amended (together, the “**German Regulations**”). Delivery of definitive European Warrants will only be possible in the limited circumstances prescribed by the German Regulations.

Warrants designated as “**Polish Warrants**” in the applicable Final Terms will be issued in uncertificated and dematerialised book-entry form in accordance with the Polish Act dated 29 July 2005 on Trading in Financial Instruments (*Ustawa z dnia 29 lipca 2005 o obrocie instrumentami finansowymi*), as amended (the “**Polish Act on Trading in Financial Instruments**”). No physical global warrants or warrants will be issued in respect of Polish Warrants. The Polish Warrants are issued subject to and in accordance with the terms and conditions herein, and are further subject to the Polish Act on Trading in Financial Instruments and all other applicable, regulations and operating procedures applicable to and/or issued by the Polish National Depository for Securities (*Krajowy Depozyt Papierów Wartościowych S.A.*) (“**PNDS**”) from time to time (*Regulamin Krajowego Depozytu Papierów Wartościowych*) (the “**PNDS Rules**”) designated as registrar for the Polish Warrants in the applicable Final Terms (which is expected to be PNDS). Any payments on any Polish Warrants will be made through the PNDS in accordance with the PNDS Rules and detailed operating rules and regulations of PNDS (*Szczegółowe zasady działania Depozytu Papierów Wartościowych*).

All Warrants will be distributed by the Issuer on a non-syndicated basis.

The applicable Final Terms for the Warrants supplement these General Warrant Conditions and, in respect of Exempt Warrants, may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these General Warrant Conditions, supplement, replace or modify these General Warrant Conditions for the purposes of the Warrants.

References herein to the “**applicable Final Terms**” are to the Final Terms registered with Euroclear Netherlands in the case of the Dutch Warrants, Clearstream, Frankfurt in the case of the European Warrants, or PNDS in the case of Polish Warrants.

As used herein, “**Tranche**” means Warrants which are identical in all respects (including as to listing) and “**Series**” means a Tranche of Warrants together with any further Tranche or Tranches of Warrants which are (i) expressed to be consolidated and form a single series and (ii) are identical in all respects (including as to listing) except for their respective Issue Dates and/or Issue Prices.

Copies of the Warrant Agreements and the applicable Final Terms may be obtained during normal office hours from the specified office of the Issuer.

Words and expressions defined in the Warrant Agreements or used in the applicable Final Terms shall have the same meanings where used in these General Warrant Conditions unless the context otherwise requires or unless otherwise stated.

The holders of Warrants (“**Warrantholders**”) are entitled to the benefit of and are deemed to have notice of and are bound by all the provisions of the Warrant Agreements (insofar as they relate to the Warrants) and the applicable Final Terms, which are binding on them.

## 1 Type, Title and Transfer

### (A) *Type*

The Warrants are Index Warrants, Share Warrants, Currency Warrants, Commodity Warrants or Government Bond Warrants. Certain additional terms will, unless otherwise varied in the applicable Final Terms, apply to Index Warrants, Share Warrants, Currency Warrants, Commodity Warrants and Government Bond Warrants as set out in the additional conditions for the relevant products (collectively, the “**Warrant Product Conditions**”).

The applicable Final Terms will indicate whether the Warrants are long Warrants (“**Long Warrants**”) or short Warrants (“**Short Warrants**”).

### (B) *Title to Warrants*

Title to the Dutch Warrants shall pass by book-entry in accordance with the Securities Giro Act and the Regulations. Rights in respect of such Dutch Warrants shall belong to a community to be subdivided into as many equal denominations (in the Regulations referred to as *coupures*) as there are Dutch Warrants in the relevant series.

In the case of European Warrants, any Warrantholder is entitled to a proportionate co-ownership or other beneficial interest or right in the global warrant held by Clearstream, Frankfurt, which may be transferred to a new Warrantholder in accordance with the provisions of the German Regulations.

In case of Polish Warrants, where PNDS is the relevant clearing system, the ownership of the Polish Warrants will be transferred in accordance with dematerialised and book-entry securities regulations contained under the Polish Act on Trading in Financial Instruments and the PNDS Rules.

### (C) *Transfers of Warrants*

Transfer and delivery of denominations of Dutch Warrants shall take place solely between or through the intermediary of admitted institutions (“**Admitted Institutions**”, as defined in the Regulations as *aangesloten instellingen*) of Euroclear Netherlands. Warrantholders of Dutch Warrants shall each hold a co-ownership right in respect of the community of denominations.

Transfer of European Warrants shall take place solely between or through the intermediary of admitted institutions of Clearstream, Frankfurt. A holder of a co-ownership right in respect of a global warrant held by Clearstream, Frankfurt is referred to as a “**European Warrantholder**”.

Transfer of the Polish Warrants may take place solely through the member(s) (*uczestnik*) of PNDS as defined in the PNDS Rules.

### (D) *Payments in respect of Warrants*

The Warrants are to be settled by way of a cash payment and not, for the avoidance of doubt, by way of the physical delivery of assets.

All payments in respect of the Dutch Warrants shall be made in accordance with the Regulations. In particular, payment of principal or any other payments on or in respect of such Dutch Warrants to the Warrantholders will be effected through Admitted Institutions of Euroclear Netherlands. The Issuer shall deposit or cause to be deposited the funds intended for payment on such Dutch Warrants to an account of Euroclear Netherlands. The Issuer will by such deposit be discharged of its obligations towards the Warrantholders. Euroclear Netherlands will be discharged of their obligation to pay by paying the relevant funds to the Admitted Institutions which according to Euroclear Netherlands’ record hold a share in the *girodepot* (as referred to in the Securities Giro Act) with respect to such

Dutch Warrants. The relevant payment is to be made in proportion to the share in such *girodepot* held by each of such Admitted Institutions in accordance with the relevant provisions of the Rules for Book-Entry Deposits. Euroclear Netherlands shall not be obliged to make any payment in excess of funds it actually received as funds free of charges of any kind whatsoever.

All payments in respect of the European Warrants shall be made in accordance with the German Regulations. In particular, payment of principal or any other payments on or in respect of such European Warrants to the European Warrantholders, will be effected through the admitted institutions of Clearstream, Frankfurt. The Issuer shall deposit or cause to be deposited the funds intended for payment on the European Warrants to an account of Clearstream, Frankfurt. The Issuer will by such deposit be discharged of its obligations towards the European Warrantholders. Clearstream, Frankfurt will be discharged of their obligation to pay by paying the relevant funds to the admitted institutions which according to Clearstream, Frankfurt's record hold a share in the global warrants representing the European Warrants. The relevant payment will be made in proportion to the share in such global warrants held by each of such admitted institutions. Clearstream, Frankfurt shall not be obliged to make any payment in excess of funds it actually received as funds free of charge of any kind whatsoever.

All payments in respect of the Polish Warrants shall be made in accordance with the PNDS Rules and detailed operating rules and regulations of PNDS (*Szczegółowe zasady działania Krajowego Depozytu Papierów Wartościowych*). In particular, payment of principal or any other payments on or in respect of the Polish Warrants to the Warrantholders will be effected through the direct member(s) of PNDS (*uczestnicy bezpośredni*) ("*podmiot wykonujący świadczenie z warrantów na rachunek emitenta*").

Prior to the clearing of the Warrants, the PNDS shall establish on the basis of its records the number of Warrantholders entitled to receive a payment and inform either the Issuer or the direct member(s) of PNDS (*uczestnicy bezpośredni*) ("*podmiot wykonujący świadczenie z warrantów na rachunek emitenta*") about the amounts due to the Warrantholders. The Issuer shall deposit or cause to be deposited the funds intended for payment on the Polish Warrants to an account of PNDS. The Issuer will by such deposit be discharged of its obligations towards the Warrantholders.

Transfers of Warrants may not be effected after (i) the Exercise Date in respect of such Warrants or (ii) the date upon which the Issuer gives notice to the Warrantholders of its intention to terminate the Warrants as a result of an Issuer Call.

(E) *Delivery of Warrants*

Delivery of any Warrants shall be effected against payment.

## **2 Status of the Warrants**

The Warrants are unsecured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and equally with all other unsecured and unsubordinated obligations of the Issuer from time to time outstanding, save as otherwise provided by law.

*In respect of this General Warrant Condition 2, reference is made to bail-in as referred to in the section entitled "Risk Factors" in the Registration Document, including without limitation under the heading Risk Factors - Risks related to the regulation and supervision of the Group - The Issuer is subject to several bank recovery and resolution regimes that include statutory write down and conversion as well as other powers, which remains subject to significant uncertainties as to scope and impact on it" and "Description of ING Bank N.V - Regulation and Supervision - Bank Recovery and Resolution Directive'.*

### 3 Exercise and Termination; Cash Settlement

#### (A) Exercise

The Warrants will be exercised automatically on the Exercise Date, provided that, prior to the Exercise Date, the Warrants have not been cancelled in accordance with General Warrant Conditions 4 and 5 or terminated pursuant to an Issuer Call.

Warrantholders have no discretionary rights of exercise and shall not be required to deliver an exercise notice in respect of the Warrants.

#### (B) Issuer Call

The Issuer may terminate the Warrants, in whole but not in part, on any Business Day by giving Warrantholders at least the Issuer Call Notice Period notice of its intention to terminate the Warrants, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with General Warrant Condition 7 and shall specify the Issuer Call Date and Settlement Date.

#### (C) Cash Settlement

Each Warrant entitles its holder, upon due Exercise or termination pursuant to an Issuer Call, to receive from the Issuer on the Settlement Date:

- (i) the Exercise Cash Settlement Amount, upon due Exercise; or
- (ii) the Issuer Call Cash Settlement Amount, following a valid Issuer call.

Each of the Exercise Cash Settlement Amount and the Issuer Call Cash Settlement Amount is herein referred to as a “**Cash Settlement Amount**”.

Expenses will be deducted as part of the calculation of the Cash Settlement Amount. The Cash Settlement Amount will never be below zero.

The Issuer shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each Warrant to the Warrantholder’s account for value on the Settlement Date.

#### (D) General

The Calculation Agent shall give notice to the holders of the Warrants, in accordance with General Warrant Condition 7, of the occurrence of a Disrupted Day if it results in the postponement of any payment or delivery in respect of the Warrants.

#### (E) Exercise Risk

Exercise of the Warrants is subject to all applicable laws, regulations and practices in force on the relevant Exercise Date and none of the Issuer or any Warrant Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. None of the Issuer or the Warrant Agents shall under any circumstances be liable for any acts or defaults of Euroclear Netherlands in the case of the Dutch Warrants, Clearstream, Frankfurt in the case of the European Warrants or PNDIS in the case of Polish Warrants, in relation to the performance of its duties in relation to the Warrants.

#### (F) Certification of Non-U.S. Beneficial Ownership

By virtue of subscribing for or purchasing a Warrant, a Warrantholder is deemed to certify that, as of the date it subscribed or purchased the Warrants and the relevant Exercise Date, it is not (i) a natural



person resident in the United States; or (ii) a corporation, partnership or other entity organised or incorporated under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; or (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; or (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; or (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; or (vi) any other “U.S. person” as such term may be defined in Regulation S under the Securities Act.

*(G) Certification of offshore transaction*

By virtue of subscribing for or purchasing a Warrant, a Warrantholder is deemed to certify that, as of the date it subscribed for or purchased the Warrants and the relevant Exercise Date, that the Warrant on due exercise, will be exercised in connection with an “offshore transaction” as such term may be defined in Regulation S under the Securities Act.

#### **4 Illegality**

If the Issuer determines that the performance of its obligations under the Warrants or any Hedging Arrangement made to hedge its obligations thereunder has become illegal or otherwise prohibited in whole or in part for any reason, the Issuer may cancel the Warrants by giving notice to Warrantholders in accordance with General Warrant Condition 7.

Should any one or more of the provisions contained in these General Warrant Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

If the Issuer cancels the Warrants then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Warrantholder in respect of each Warrant held by such holder, which amount shall be the fair market value of a Warrant notwithstanding such illegality or prohibition less, unless specified otherwise in the Final Terms, the cost to the Issuer of amending or liquidating any Hedging Arrangements, together with any costs, expenses, fees or taxes incurred by the Issuer in respect of any Hedging Arrangements all as determined by the Calculation Agent. Payment will be made in such manner as shall be notified to the Warrantholders in accordance with General Warrant Condition 7.

#### **5 Purchases**

The Issuer may, but is not obliged to, whether in the context of market making or otherwise, purchase Warrants at any price in the open market or by tender or private treaty. Any Warrants so purchased may be held or resold or surrendered for cancellation

#### **6 Agents, Determinations and Modifications**

*(A) Warrant Agents*

The specified offices of the Warrant Agents are as set out at the end of these General Warrant Conditions.

The Issuer reserves the right at any time to vary or terminate the appointment of any Warrant Agent and to appoint further or additional Warrant Agents, provided that no termination of appointment of the Principal Warrant Agent shall become effective until a replacement Principal Warrant Agent shall have been appointed and provided that, so long as any of the Warrants are listed or admitted to trading on a

stock exchange, there shall be a Warrant Agent having a specified office in each location (if any) required by the rules and regulations of the relevant stock exchange. Notice of any termination of appointment and of any changes in the specified office of any Warrant Agent will be given to Warrantholders in accordance with General Warrant Condition 7. In acting under the Warrant Agreement, each Warrant Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Warrantholders and any determinations and calculations made in respect of the Warrants by any Warrant Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer and the Warrantholders.

*(B) Calculation Agent/Issuer*

In relation to each issue of Warrants, the Calculation Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Warrantholders. For the purposes of the Warrants, any determinations, calculations or other decisions made by the Calculation Agent and/or the Issuer under or pursuant to the terms of the Warrants shall be made in its/their sole and absolute discretion. All such determinations, calculations or other decisions of the Calculation Agent and/or the Issuer shall (save in the case of manifest error) be final, conclusive and binding on all parties, and neither the Calculation Agent nor the Issuer shall have any liability to any person therefor.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

*(C) Modifications*

The Issuer may modify these General Warrant Conditions, the other product conditions applicable to any Warrants and/or the Warrant Agreement without the consent of the Warrantholders in any manner which the Issuer may deem necessary or desirable provided that such modification is not materially prejudicial to the interests of the Warrantholders or such modification is of a formal, minor or technical nature or to correct a manifest error or to cure, correct or supplement any defective provision contained herein and/or therein. Notice of any such modification will be given to the Warrantholders in accordance with General Warrant Condition 7 but failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

## **7 Notices**

All notices required to be given pursuant to the terms and conditions applicable to the Warrants to Warrantholders shall be valid if delivered to Clearstream, Frankfurt in the case of the European Warrants, Euroclear Netherlands in the case of the Dutch Warrants or PNDP in the case of Polish Warrants for communication by them to the holders of the Warrants and, in addition, for so long as any Warrants are listed or admitted to trading on a stock exchange and the rules of that stock exchange (or any other relevant authority) so require, such notice will be published in the manner required by the rules of that stock exchange (or other relevant authority). Notice shall be deemed to have been given to the holders of the Warrants on the first day after the day on which the said notice was given to Euroclear Netherlands in the case of Dutch Warrants, Clearstream, Frankfurt in the case of European Warrants or PNDP in the case of Polish Warrants.

## **8 Expenses and Taxation**

- (A) A holder of Warrants must bear the cost of all applicable Expenses relating to such Warrants, as provided above.

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

## 9 Further Issues

The Issuer shall be at liberty from time to time without the consent of Warrantholders to create and issue further Warrants so as to be consolidated with and form a single series with the outstanding Warrants.

## 10 Substitution of the Issuer

- (A) The Issuer may, without any further consent of the Warrantholders being required, when no payment or delivery obligation on any of the Warrants is in default, be replaced and substituted by any directly or indirectly wholly owned subsidiary of the Issuer (the “**Substituted Obligor**”) as principal obligor in respect of the Warrants provided that:
- (i) such documents shall be executed by the Substituted Obligor and the Issuer as may be necessary to give full effect to the substitution (together the “**Documents**”) and (without limiting the generality of the foregoing) pursuant to which the Substituted Obligor shall undertake in favour of each Warrantholder to be bound by the General Warrant Conditions and the provisions of the Warrant Agreement as fully as if the Substituted Obligor had been named in the Warrants and the Warrant Agreement as the principal obligor in respect of the Warrants in place of the Issuer and pursuant to which the Issuer shall guarantee, which guarantee shall be unconditional and irrevocable, (the “**Guarantee**”) in favour of each Warrantholder the performance by the Substituted Obligor of all obligations under the Warrants;
  - (ii) the Documents shall contain a covenant by the Substituted Obligor and the Issuer to indemnify and hold harmless each Warrantholder against all liabilities, costs, charges and expenses (provided that insofar as the liabilities, costs, charges and expenses are taxes or duties, the same arise by reason of a law or regulation having legal effect or being in reasonable contemplation on the date such substitution becomes effective) which may be incurred by or levied against such holder as a result of any substitution pursuant to this General Warrant Condition and which would not have been so incurred or levied had such substitution not been made (and, without limiting the foregoing, such liabilities, costs, charges and expenses shall include any and all taxes or duties which are imposed on any such Warrantholder by any political sub-division or taxing authority of any country in which such Warrantholder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made);
  - (iii) the Documents shall contain a warranty and representation by the Substituted Obligor and the Issuer (a) that each of the Substituted Obligor and the Issuer has obtained all necessary governmental and regulatory approvals and consents for such substitution and the performance of its obligations under the Documents, and that all such approvals and consents are in full force and effect and (b) that the obligations assumed by each of the Substituted Obligor and the Issuer under the Documents are all valid and binding in accordance with their respective terms and enforceable by each Warrantholder;
  - (iv) each stock exchange which has Warrants listed or admitted to trading thereon shall have confirmed that following the proposed substitution of the Substituted Obligor such Warrants would continue to be listed or admitted to trading (as the case may be) on such stock exchange;

- (v) the Substituted Obligor shall have delivered to the Principal Warrant Agent or procured the delivery to the Principal Warrant Agent of a legal opinion from a leading firm of local lawyers acting for the Substituted Obligor to the effect that the Documents constitute legal, valid and binding obligations of the Substituted Obligor, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Obligor for the Issuer and to be available for inspection by Warrantholders at the specified office of the Principal Warrant Agent;
  - (vi) the Issuer shall have delivered to the Principal Warrant Agent or procured the delivery to the Principal Warrant Agent of a legal opinion from the internal legal adviser to the Issuer to the effect that the Documents (including the Guarantee) constitute legal, valid and binding obligations of the Issuer, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Obligor for the Issuer and to be available for inspection by Warrantholders at the specified office of the Principal Warrant Agent; and
  - (vii) the Issuer shall have delivered to the Principal Warrant Agent or procured the delivery to the Principal Warrant Agent of a legal opinion from a leading firm of Dutch lawyers to the effect that the Documents (including the Guarantee) constitute legal, valid and binding obligations of the Substituted Obligor and the Issuer under the laws of The Netherlands, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Obligor for the Issuer and to be available for inspection by Warrantholders at the specified office of the Principal Warrant Agent.
- (B) In connection with any substitution effected pursuant to this General Warrant Condition, neither the Issuer nor the Substituted Obligor need have any regard to the consequences of any such substitution for individual Warrantholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and no Warrantholder, except as provided in General Warrant Condition 10(A)(ii), shall be entitled to claim from the Issuer or any Substituted Obligor under the Warrants any indemnification or payment in respect of any tax or other consequences arising from such substitution.
- (C) Upon the execution of the Documents as referred to in paragraph (A) above, and subject to the notification as referred to in paragraph (E) below having been given, the Substituted Obligor shall be deemed to be named in the Warrants as the principal obligor in place of the Issuer and the Warrants shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Issuer as issuer from all of its obligations as principal obligor in respect of the Warrants save that any claims under the Warrants prior to release shall enure for the benefit of Warrantholders.
- (D) The Documents shall be deposited with and held by the Principal Warrant Agent for so long as any Warrants remain outstanding and for so long as any claim made against the Substituted Obligor by any Warrantholder in relation to the Warrants or the Documents shall not have been finally adjudicated, settled or discharged. The Substituted Obligor and the Issuer shall acknowledge in the Documents the right of every Warrantholder to the production of the Documents for the enforcement of any of the Warrants or the Documents.
- (E) Not later than 15 business days after the execution of the Documents, the Substituted Obligor shall give notice thereof to the Warrantholders in accordance with General Warrant Condition 7.

## **11 Governing Law and Jurisdiction**

The Warrants and the Warrant Agreement, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, the laws of the Netherlands.

The Issuer submits for the exclusive benefit of the Warrantholders to the jurisdiction of the courts of Amsterdam, the Netherlands judging in first instance, and its appellate courts. Without prejudice to the foregoing, the Issuer further irrevocably agrees that any suit, action or proceedings arising out of or in connection with any Warrants or the Warrant Agreement may be brought in any other court of competent jurisdiction.

## PRODUCT CONDITIONS RELATING TO INDEX WARRANTS

*The terms and conditions applicable to Warrants issued by the Issuer linked to an index shall comprise the General Warrant Conditions and the additional terms and conditions set out below (the “Index Warrant Conditions”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Warrant Conditions and/or the Index Warrant Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount, expressed in the Settlement Currency, determined by the Calculation Agent in accordance with the following provisions:

(A) in the case of a Warrant which is a Long Index Warrant:

(1) Upon Exercise:

$$\frac{\text{Max [0, Final Reference Price – Strike Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “Exercise Cash Settlement Amount”)

(2) Upon an Issuer Call:

$$\frac{\text{Max [0, Termination Reference Price – Strike Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “Issuer Call Cash Settlement Amount”)

(B) in the case of a Warrant which is a Short Index Warrant:

(1) Upon Exercise:

$$\frac{\text{Max [0, Strike Price – Final Reference Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “Exercise Cash Settlement Amount”)

(2) Upon an Issuer Call:

$$\frac{\text{Max [0, Strike Price – Termination Reference Price]}}{[\text{Parity} \times \text{Exchange Rate Final}]} - \text{Expenses}$$

(the “**Issuer Call Cash Settlement Amount**”)

provided that in each case the Cash Settlement Amount shall not be less than zero.

“**Change in Law**” means that, on or after the Issue Date (or as otherwise set forth in the Final Terms) (A) due to the adoption of or any change in any applicable law, regulation, rule, order, ruling or procedure (including, without limitation, any tax law and any regulation, rule, order, ruling or procedure of any applicable regulatory authority, tax authority and/or any exchange) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction (including, without limitation, any relevant exchange or trading facility) of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that:

(X) it has (or it expects that it will) become illegal for the Issuer or any of its Affiliates, to (i) hold, acquire or dispose of any Component of the Index or to enter into transactions on or relating to any Component of the Index or (ii) perform its obligations under the Warrants; or

(Y) the Issuer or any of its Affiliates would (or would expect to) incur a materially increased cost in (i) holding, acquiring or disposing of any Component of the Index, (ii) maintaining, entering into or unwinding any Hedging Arrangement, and/or (iii) performing its obligations under the Warrants (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

“**Component**” means in respect of an Index, any shares, equity options or other component comprised in such Index. If the Index itself comprises or includes one or more other Indices, “**Component**” shall be read and construed as the relevant underlying shares, equity options or other components.

“**Disrupted Day**” means, in respect of the Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index, (ii) any Related Exchange fails to open for trading during its regular trading session or (iii) on which a Market Disruption Event has occurred.

“**Early Closure**” means, in respect of the Index, the closure on any Exchange Business Day of the Exchange(s) or Related Exchange(s) prior to its/their 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(s) or Related Exchange(s) system(s) for execution at the Valuation Time on an Exchange Business Day.

“**Exchange(s)**” means, in respect of the Index, in respect of any securities comprised in the Index, the stock exchanges (from time to time) on which in the determination of the Calculation Agent such securities are listed for the purposes of the Index or any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprised in the Index has temporarily been relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities underlying such Index on such successor or substitute exchange or quotation system as on the original Exchange).

“**Exchange Business Day**” means, in respect of the Index, any Scheduled Trading Day on which the relevant Exchange(s) and each Related Exchange are open for trading during their respective regular trading

sessions, notwithstanding any such Exchange(s) or Related Exchange(s) closing prior to its/their Scheduled Closing Time.

**“Exchange Disruption”** means, in respect of the Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for any security comprised in the Index on any relevant Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Index on any relevant Related Exchange.

**“Exchange Rate”** means (i) if the Underlying Reference Currency is different to the Settlement Currency, the rate of exchange between the Underlying Reference Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time or (ii) if the Underlying Reference Currency and the Settlement Currency are the same currencies, one.

**“Exchange Rate Final”** means (i) in relation to the determination of the Exercise Cash Settlement Amount, the Exchange Rate on the Valuation Date and (ii) in relation to the determination of the Issuer Call Cash Settlement Amount, the Exchange Rate on the Issuer Call Date.

**“Exercise”** means the automatic exercise of the Warrants on the Exercise Date.

**“Exercise Date”** means the date specified as such in the applicable Final Terms, provided that, if such a date is not a Business Day, the Exercise Date shall be the immediately preceding Business Day.

**“Expenses”** means, in respect of a Warrant, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise or an Issuer Call in connection with such Warrant and/or (b) in connection with any payment or delivery due upon Exercise or an Issuer Call in respect of such Warrant, provided that if any such amounts are denominated in a currency other than the Settlement Currency, such amounts shall be converted from such currency into the Settlement Currency using the rate of exchange determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

**“Final Reference Price”** means an amount (which shall be deemed to be a monetary value in the Underlying Reference Currency) equal to the official closing value of the Index at the Valuation Time on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the price of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the securities comprised in the Index on the Exchange and such other factors as the Calculation Agent determines relevant.

**“Hedging Arrangement”** means any hedging arrangements entered into by the Issuer and/or its Affiliates at any time with respect to the Warrants, including without limitation the entry into of any transaction(s) and/or purchase and/or sale of any Component of the Index or any other asset(s) to hedge the equity price risk of entering into and performing the obligations of the Issuer under the Warrants and any associated foreign exchange transactions.

**“Hedging Disruption Event”** means any event or combination of events or circumstances, that are not attributable to the Issuer that significantly alters the economics of the Warrants compared to the economics as of the Issue Date, but do not render performance of the Issuer’s obligations under the Warrants impossible, in connection with which the Issuer and/or its Affiliates is (or would be) unable to (A) hold, acquire, re-



establish, substitute, maintain, unwind or dispose of any Component of the Index and/or any Hedging Arrangement, or (B) realise, recover or remit the proceeds of any Component and/or any Hedging Arrangement and/or (C) any other event specified as such in the applicable Final Terms.

**“Index”** means the index specified as such in the Final Terms or any Successor Index.

**“Index Cancellation”** means, in respect of the Index, the Index Sponsor in respect of the Index cancels the Index and no Successor Index exists.

**“Index Disruption”** means, in respect of the Index, the Index Sponsor in respect of the Index fails to calculate and announce the Index Level.

**“Index Level”** means, in respect of the Index, on any relevant Scheduled Trading Day, the official closing level of the Index, as calculated and published by the Index Sponsor.

**“Index Modification”** means, in respect of the Index, the Index Sponsor announces that it will make (in the opinion of the Calculation Agent) a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain such Index in the event of changes in constituent securities and capitalisation and other routine events).

**“Index Sponsor”** means, unless otherwise specified in the applicable Final Terms, the corporation or entity as determined by the Calculation Agent that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day, failing whom such person acceptable to the Calculation Agent who calculates and announces the relevant Index or any agent or person acting on behalf of such person.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Warrants by the Issuer in accordance with General Warrant Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Warrant Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Index and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“Long Index Warrant”** means a Warrant designated as a “Long Warrant” in the applicable Final Terms.

**“Market Disruption Event”** means the occurrence or existence on any Scheduled Trading Day of (i) a Trading Disruption or (ii) an Exchange Disruption, which in each case the Calculation Agent determines is

material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure or (iv) a Change in Law or a (v) a Hedging Disruption Event, provided that the securities comprised in the Index in respect of which an Early Closure, an Exchange Disruption and/or a Trading Disruption occurs or exists amount, in the determination of the Calculation Agent, in aggregate to 20 per cent. or more of the level of the Index. For the purpose of determining whether a Market Disruption Event exists at any time 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 occurrence of such Market Disruption Event, as determined by the Calculation Agent.

**“Parity”** means the number specified as such in the applicable Final Terms.

**“Related Exchange”** means, in respect of the Index, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the Index or such other options or futures exchange(s) as the Calculation Agent may select, any transferee exchange or quotation system or any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Scheduled Closing Time”** means in respect of an Exchange or a Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or such Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

**“Scheduled Trading Day”** means, in respect of the Index, any day on which the Index Sponsor is scheduled to publish the level of the Index and each Related Exchange is scheduled to be open for trading for its regular trading session.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date or (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Warrant Condition 3.

**“Short Index Warrant”** means a Warrant designated as a “Short Warrant” in the applicable Final Terms.

**“Strike Price”** means the price or amount specified as such in the applicable Final Terms.

**“Successor Index”** means, in respect of the Index, where the Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the relevant Index, such successor index or index calculated and announced by the successor sponsor.

**“Termination Reference Price”** means an amount (which shall be deemed to be a monetary value in the Underlying Reference Currency) equal to the Index Level at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Trading Disruption”** means, in respect of the 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) on any Exchange(s) relating to any security comprised in the Index or (ii) in futures or options contracts relating to the Index on any Related Exchange.

**“Underlying Reference Currency”** means the currency specified in the applicable Final Terms.

**“Valuation Date”** means the Exercise Date, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price by determining the Index Level as of the Valuation Time on the last day of the Relevant Number of Scheduled Trading Days in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange-traded or quoted price as of the Valuation Time on the last day of the Relevant Number of Scheduled Trading Days of each security comprised in the Index (or, if the Calculation Agent determines that an event giving rise to a Disrupted Day has occurred in respect of a relevant security on the last day of the Relevant Number of Scheduled Trading Days, its good faith estimate of the value for the relevant security as of the Valuation Time on the last day of the Relevant Number of Scheduled Trading Days); and/or (iii) the Issuer may make any adjustment or adjustments to the Exercise Cash Settlement Amount, any Index Level and/or any other relevant term of the Warrants (including the amount of interest payable, if any) as it deems necessary.

**“Valuation Time”** means the Scheduled Closing Time on the relevant Exchange on the relevant date in relation to the Index. If the relevant Exchange closes prior to its Scheduled Closing Time, and the specified Valuation Time is after the actual closing time for its regular trading session, then (subject to the provisions concerning Disrupted Days) the Valuation Time shall be such actual closing time.

## 2 Adjustments, Consequences of Certain Events and Currency

### (A) *Market Disruption Events*

If the Calculation Agent determines that a Market Disruption Event has occurred, the Issuer, at its discretion, may (i) make any adjustment or adjustments to the Exercise Cash Settlement Amount, the Issuer Call Cash Settlement Amount, any Index Level and/or any other relevant term of the Warrants (including the amount of interest payable, if any) as it deems necessary and/or (ii) redeem each Warrant at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the occurrence of such Market Disruption Event, less, unless specified otherwise in the Final Terms, the cost to the Issuer (or any of its Affiliates) of amending or liquidating any Hedging Arrangement, together with any costs, expenses, fees or taxes incurred by the Issuer (or any of its Affiliates) in respect of any Hedging Arrangement. The Issuer shall give notice to the holders of the Warrants of any such adjustment and/or any redemption of the Warrants hereunder in accordance with General Warrant Condition 7.

### (B) *Index Modification, Index Cancellation and/or Index Disruption*

If the Calculation Agent determines that, in respect of the Index, an Index Modification, Index Cancellation or Index Disruption has occurred or any other event or events occur which the

Calculation Agent determines necessitate(s) an adjustment or adjustments to any terms and conditions of the Warrants (each such other event, a “**Relevant Event**”), the Issuer may (a) make any adjustment or adjustments to the terms and conditions of the Warrants as it deems necessary and/or (b) redeem each Warrant at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the occurrence of such Index Modification, Index Cancellation, Index Disruption or Relevant Event, as applicable, less, unless specified otherwise in the Final Terms, the cost to the Issuer (or any of its Affiliates) of amending or liquidating any Hedging Arrangement, together with any costs, expenses, fees or taxes incurred by the Issuer (or any of its Affiliates) in respect of any Hedging Arrangement. The Issuer shall give notice to the holders of the Warrants of any such adjustment in accordance with General Warrant Condition 7.

(C) *Change of Exchange*

If an Exchange is changed, the Issuer may make such consequential modifications to the terms and conditions of the Warrants as it may deem necessary.

(D) *Price Correction*

In the event that any price or level published on the Exchange or by the Index Sponsor in respect of the Index and which is utilised for any calculation or determination made under the Warrants is subsequently corrected and the correction is published by the Exchange or the Index Sponsor within three Business Days after the original publication, the Calculation Agent has the right, but not the obligation, to determine the amount (if any) that is payable following that correction, and, to the extent necessary, the Issuer may adjust the terms and conditions of the Warrants to account for such correction.

(E) *Currency*

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the terms and conditions of the Warrants (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Warrants as it deems necessary. The Issuer shall give notice to the Warrantholders of any such adjustment in accordance with General Warrant Condition 7.

### 3 Index Disclaimer

The Warrants are not sponsored, endorsed, sold or promoted by the Index or of the Index Sponsor and the Index Sponsor has not made any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. The Index Sponsor shall not be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor are not under any obligation to advise any person of any error therein. The Index Sponsor has made no representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with the Warrants. Neither the Issuer nor the Calculation Agent shall have any liability to any person for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index. Neither the Issuer nor the Calculation Agent has any affiliation with or control over the Index or of the Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Issuer and the Calculation Agent will obtain information concerning the Index from publicly available sources they believe to be reliable, they will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.

In respect of any Index calculated and published by the Warsaw Stock Exchange (“**WSE**”), the name of that Index is the WSE’s intellectual property and a protected trademark registered by the WSE; the Issuer uses it under a granted licence. The WSE is not the issuer of the Warrants, and the product is not sponsored, offered, promoted or authorised in any way by the WSE. The WSE has no liability for any loss incurred in relation to an investment in Warrants based on the value of any Index calculated and published by it.

## PRODUCT CONDITIONS RELATING TO SHARE WARRANTS

*The terms and conditions applicable to Warrants issued by the Issuer linked to a share shall comprise the General Warrant Conditions and the additional terms and conditions set out below (the “Share Warrant Conditions”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Warrant Conditions and/or the Share Warrant Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount, expressed in the Settlement Currency, determined by the Calculation Agent in accordance with the following provisions:

(A) in the case of a Warrant which is a Long Share Warrant:

(1) Upon Exercise:

$$\frac{\text{Max [0, Final Reference Price – Strike Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Exercise Cash Settlement Amount**”)

(2) Upon an Issuer Call:

$$\frac{\text{Max [0, Termination Reference Price – Strike Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Issuer Call Cash Settlement Amount**”)

(B) in the case of a Warrant which is a Short Share Warrant:

(1) Upon Exercise:

$$\frac{\text{Max [0, Strike Price – Final Reference Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Exercise Cash Settlement Amount**”)

(2) Upon an Issuer Call:

$$\frac{\text{Max [0, Strike Price – Termination Reference Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Issuer Call Cash Settlement Amount**”)

provided that in each case the Cash Settlement Amount shall not be less than zero.

“**Change in Law**” means that, on or after the Issue Date (or as otherwise set forth in the Final Terms) (A) due to the adoption of or any change in any applicable law, regulation, rule, order, ruling or procedure (including, without limitation, any tax law and any regulation, rule, order, ruling or procedure of any applicable regulatory authority, tax authority and/or any exchange) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction (including, without limitation, any relevant exchange or trading facility) of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that:

(X) it has (or it expects that it will) become illegal for the Issuer or any of its Affiliates, to (i) hold, acquire or dispose of the Share or to enter into transactions on or relating to the Share or (ii) perform its obligations under the Warrants; or

(Y) the Issuer or any of its Affiliates would (or would expect to) incur a materially increased cost in (i) holding, acquiring or disposing of the Share, (ii) maintaining, entering into or unwinding any Hedging Arrangement, and/or (iii) performing its obligations under the Warrants (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

“**De-listing**” means that the Exchange announces that pursuant to its rules the Share has ceased (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 the Share is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union) and the Share is no longer listed on an Exchange acceptable to the Issuer.

“**Disrupted Day**” means, in respect of the Share, any Scheduled Trading Day on which (i) the Exchange fails to open for trading during its regular trading session, (ii) any Related Exchange fails to open for trading during its regular trading session or (iii) on which a Market Disruption Event has occurred.

“**Early Closure**” means, in respect of the Share, the closure on any Exchange Business Day of the Exchange or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or such Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or such Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into such Exchange or such Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

“**Exchange**” means, in respect of the Share, the Exchange specified for the Share in the Final Terms or otherwise the stock exchange on which the Share is, in the determination of the Calculation Agent, traded or quoted or any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily been relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Share on such successor or substitute exchange or quotation system as on the original Exchange).

“**Exchange Business Day**” means, in respect of the Share, any Scheduled Trading Day on which the Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding the Exchange or any Related Exchange closing prior to its Scheduled Closing Time.

**“Exchange Disruption”** means, in respect of the Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Share on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Share on any Related Exchange.

**“Exchange Rate”** means (i) if the Underlying Reference Currency is different to the Settlement Currency, the rate of exchange between the Underlying Reference Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time or (ii) if the Underlying Reference Currency and the Settlement Currency are the same currencies, one.

**“Exchange Rate Final”** means (i) in relation to the determination of the Exercise Cash Settlement Amount, the Exchange Rate on the Valuation Date and (ii) in relation to the determination of the Issuer Call Cash Settlement Amount, the Exchange Rate on the Issuer Call Date.

**“Exchange Traded Fund Cancellation”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Share Issuer is liquidated or otherwise terminated, the Calculation Agent, acting in its sole and absolute discretion determines that no Substitute Share Issuer exists and such event does not constitute an Insolvency Filing or an Insolvency.

**“Exchange Traded Fund Constitution Breach”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, any failure to observe any of the objects, constitution, conditions or Fund Rules of the Share Issuer that is, in the determination of the Calculation Agent, material.

**“Exchange Traded Fund Constitution Change”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, any modification of the objects, constitution, conditions or Fund Rules of the Share Issuer that is, in the determination of the Calculation Agent, material.

**“Exchange Traded Fund Disruption”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Relevant Party responsible for calculating and announcing the net asset value of the Share Issuer fails to do so.

**“Exchange Traded Fund Disruption Event”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, Exchange Traded Fund Cancellation, Exchange Traded Fund Constitution Breach, Exchange Traded Fund Constitution Change, Exchange Traded Fund Disruption and/or Exchange Traded Fund Modification.

**“Exchange Traded Fund Management Company”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the investment manager of the Share Issuer or, in respect of any publication of the net asset value of the Share Issuer, the service provider responsible for publishing such net asset value.

**“Exchange Traded Fund Modification”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Share Issuer or the Exchange Traded Fund Management Company announces that it will make or has made (in the opinion of the Issuer) a material change in the formula for or the method of calculating the net asset value of the Share Issuer or a Substitute Share Issuer (other than a modification prescribed in that formula or method to maintain the Share Issuer or a Substitute Share Issuer in the event of changes in constituent securities and capitalisation and other routine events).

**“Exercise”** means the automatic exercise of the Warrants on the Exercise Date.

**“Exercise Date”** means the date specified as such in the applicable Final Terms, provided that, if such a date is not a Business Day, the Exercise Date shall be the immediately preceding Business Day.



**“Expenses”** means, in respect of a Warrant, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise or an Issuer Call in connection with such Warrant and/or (b) in connection with any payment or delivery due upon Exercise or an Issuer Call in respect of such Warrant, provided that if any such amounts are denominated in a currency other than the Settlement Currency, such amounts shall be converted into the Settlement Currency using the rate of exchange determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

**“Extraordinary Dividend”** means, in respect of the Share, the characterisation of a dividend or portion thereof as an Extraordinary Dividend by the Calculation Agent.

**“Final Reference Price”** means an amount (which shall be deemed to be a monetary value in the Underlying Reference Currency) equal to the price of the Share quoted on the Exchange at the Valuation Time on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, based, at the Calculation Agent’s discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Share or on such other factors as the Calculation Agent shall decide), all as determined by or on behalf of the Calculation Agent.

**“Fund Rules”** means, where “Exchange Traded Fund” is specified to be applicable, with respect to a Share Issuer, the terms of the bye-laws and other associated documentation relating to such Share Issuer and any other rules or regulations relating to such Share Issuer and the relevant Share (including any prospectus in respect thereof) existing on the Issue Date, including its investment guidelines and restrictions.

**“Hedging Arrangement”** means any hedging arrangements entered into by the Issuer and/or its Affiliates at any time with respect to the Warrants, including without limitation, the entry into of any transaction(s) and/or the purchase and/or sale of the Share or any other asset(s) to hedge the equity price risk of entering into and performing the obligations of the Issuer under the Warrants and any associated foreign exchange transactions.

**“Hedging Disruption”** means any event or combination of events or circumstances, that are not attributable to the Issuer that significantly alters the economics of the Warrants compared to the economics as of the Issue Date, but do not render performance of the Issuer’s obligations under the Warrants impossible, in connection with which the Issuer and/or its Affiliates is (or would be) unable to (A) hold, acquire, re-establish, substitute, maintain, unwind or dispose of the Share and/or any Hedging Arrangement, or (B) realise, recover or remit the proceeds of the Share and/or any Hedging Arrangement and/or (C) any other event specified as such in the applicable Final Terms.

**“Insolvency”** means, in respect of the Share Issuer, that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Issuer, (A) all the Shares of the Share Issuer are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of the Share Issuer become legally prohibited from transferring them.

**“Insolvency Filing”** means:

(X) where “Exchange Traded Fund” is not specified to be applicable in the Final Terms, that the Calculation Agent determines that the Share Issuer has instituted or has had 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; or

(Y) where "Exchange Traded Fund" is specified to be applicable in the Final Terms, that the Calculation Agent determines that the Share Issuer or any other Relevant Party, which, in the determination of the Calculation Agent, has a substantial connection with, and/or substantial influence on the operation of, the Share Issuer, has instituted or has had 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.

**"Issue Date"** means the date specified as such in the applicable Final Terms.

**"Issuer Call"** means termination of the Warrants by the Issuer in accordance with General Warrant Condition 3.

**"Issuer Call Commencement Date"** means the sixth calendar day following the Issue Date.

**"Issuer Call Date"** means the day specified as such in the notice delivered in accordance with General Warrant Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Share on the Exchange and such other factors as the Calculation Agent determines to be relevant.

**"Issuer Call Notice Period"** means five Business Days.

**"Long Share Warrant"** means a Warrant designated as a "Long Warrant" in the applicable Final Terms.

**"Market Disruption Event"** means the occurrence or existence on any Scheduled Trading Day of (i) a Trading Disruption or (ii) an Exchange Disruption, which in each case the Calculation Agent determines in its sole discretion is material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure or (iv) a Change in Law or (v) a Hedging Disruption or (vi) an Insolvency Filing or (vii) where "Exchange Traded Fund" is specified to be applicable in the Final Terms, an Exchange Traded Fund Disruption Event and/or an Underlying Index Disruption Event.

**"Merger Date"** means, in respect of a Merger Event, the closing date of such Merger Event or, where the Calculation Agent determines that a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**"Merger Event"** means, in respect of the Share, any (i) reclassification or change of the Share that results in a transfer of or an irrevocable commitment to transfer all of the Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which the Share Issuer is the continuing entity and which does not result in a reclassification or change of all

of the Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Shares of the Share Issuer that results in a transfer of or an irrevocable commitment to transfer all the Shares (other than such Shares owned or controlled by the such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Share Issuer or its subsidiaries with or into another entity in which the Share Issuer is the continuing entity and which does not result in a reclassification or change of all the Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event (a “**Reverse Merger**”), in each case if the Merger Date is on or before the relevant Valuation Date.

“**Nationalisation**” means that all the Shares of the Share Issuer or all or substantially all the assets of the Share Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“**New Shares**” means ordinary or common shares, whether of the entity or person (other than the relevant Share Issuer) involved in the Merger Event or a third party, that are, or that as of the Merger Date are promptly scheduled to be, (i) publicly quoted, traded or listed 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 of state of the European Union) or on another exchange acceptable to the Calculation Agent and (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations.

“**Other Consideration**” means cash and/or any securities (other than New Shares) or assets (whether of the entity or person (other than the relevant Share Issuer) involved in the Merger Event or a third party).

“**Parity**” means the number specified as such in the applicable Final Terms.

“**Potential Adjustment Event**” means any of the following:

- (i) a subdivision, consolidation or reclassification of the Share (unless resulting in a Merger Event), or a free distribution or dividend of the Share to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the Share of (A) such Share, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Issuer equally or proportionately with such payments to holders of the Share, or (C) share capital or other securities of another issuing institution acquired or owned (directly or indirectly) by the Share Issuer as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an Extraordinary Dividend;
- (iv) a call by the Share Issuer in respect of relevant Shares that are not fully paid;
- (v) a repurchase by the Share Issuer or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) with respect to the Share Issuer, an event that results in any shareholder rights pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value (as determined by the

Calculation Agent) being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Share Issuer (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 one or more of the Shares.

**“Related Exchange”** means, in respect of the Share, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the Share or such other options or futures exchange(s) as the Calculation Agent may select, any transferee exchange or quotation system or any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Share on such temporary substitute exchange or quotation system as on the original Related Exchange).

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Relevant Party”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Share Issuer, its Exchange Traded Fund Management Company or any prime broker, custodian or other service provider to the Share Issuer which, in the reasonable opinion of the Calculation Agent, is of substantial importance to the operation of the Share Issuer.

**“Scheduled Closing Time”** means, in respect of the Exchange or a Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of the Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

**“Scheduled Trading Day”** means, in respect of the Share, any day on which the Exchange and each Related Exchange is scheduled to be open for trading for its regular trading sessions.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date or (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Warrant Condition 3.

**“Share”** means the share specified as such in the Final Terms. For the avoidance of doubt, references to “Share” in the General Warrant Conditions and the Share Warrant Conditions include shares or units in an exchange traded fund and related expressions shall be construed accordingly.

**“Share Issuer”** has the meaning ascribed to it in the Final Terms.

**“Short Share Warrant”** means a Warrant designated as a “Short Warrant” in the applicable Final Terms.

**“Strike Price”** means the price or amount specified as such in the applicable Final Terms.

**“Substitute Share Issuer”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, a successor or substitute exchange traded fund which in the reasonable opinion of the Calculation Agent has a similar risk profile and investment objective to the Share Issuer.

**“Successor Underlying Index”** means, where the Underlying Index is (i) not calculated and announced by the Underlying Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the

calculation of the Underlying Index, such successor index or index calculated and announced by the successor sponsor.

**“Tender Offer”** means, in respect of the Share, 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% and less than 100% of the outstanding voting shares of the Share Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**“Tender Offer Date”** means, in respect of a Tender Offer, the date on which voting shares in an amount determined by the Issuer are actually purchased or otherwise obtained (as determined by the Calculation Agent).

**“Termination Reference Price”** means an amount (which shall be deemed to be a monetary value in the Underlying Reference Currency) equal to the price of the Share at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Trading Disruption”** means, in respect of the Share, any suspension of or limitation imposed on trading by the Exchange or a Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or such Related Exchange or otherwise (i) relating to such Share on such Exchange, or (ii) in futures or options contracts relating to the Share on a Related Exchange.

**“Underlying Index”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the index tracked by the Share and/or the Share Issuer on the Issue Date and specified as such in the Final Terms (if any).

**“Underlying Index Cancellation”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Underlying Index Sponsor cancels the Underlying Index and no Successor Underlying Index exists.

**“Underlying Index Disruption”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Underlying Index Sponsor fails to calculate and announce the level of the Underlying Index.

**“Underlying Index Disruption Event”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, an Underlying Index Cancellation, Underlying Index Disruption and/or Underlying Index Modification.

**“Underlying Index Exchange”** means, in respect of the Underlying Index, in respect of any security comprised in the Underlying Index, any stock exchange (from time to time) on which, in the determination of the Issuer, such security is listed for the purposes of such Underlying Index or any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in any such security comprised in the Underlying Index has temporarily been relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such security on such successor or substitute exchange or quotation system as on the original Underlying Index Exchange).

**“Underlying Index Modification”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the Underlying Index Sponsor announces that it will make (in the opinion of the Issuer) a material change in the formula for or the method of calculating level of the Underlying Index or in any other way materially modifies the Underlying Index (other than a modification prescribed in that formula

or method to maintain the Underlying Index in the event of changes in constituent securities and capitalisation and other routine events).

**“Underlying Index Related Exchange”** means, in respect of the Underlying Index, each exchange or quotation system as the Calculation Agent determines on which trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the Underlying Index, or such other options or futures exchange(s) as the Issuer may select, any transferee or successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Underlying Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Underlying Index on such temporary substitute exchange or quotation system as on the original Underlying Index Related Exchange).

**“Underlying Index Scheduled Trading Day”** means any day on which the Underlying Index Sponsor is scheduled to publish the level of the Underlying Index and each Underlying Index Related Exchange is scheduled to be open for trading for its regular trading session.

**“Underlying Index Sponsor”** means, where “Exchange Traded Fund” is specified to be applicable in the Final Terms, the corporation or other entity as determined by the Calculation Agent that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Underlying Index and (b) announces (directly or through an agent) the level of the Underlying Index on a regular basis during each Underlying Index Scheduled Trading Day, failing whom such person acceptable to the Calculation Agent who calculates and announces the Underlying Index or any agent or person acting on behalf of such person.

**“Underlying Reference Currency”** means the currency specified in the applicable Final Terms.

**“Valuation Date”** means the Exercise Date, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Share on the Exchange and such other factors as the Calculation Agent determines to be relevant; and/or (iii) the Issuer may make any adjustment or adjustments to the Cash Settlement Amount and/or any other relevant term of the Warrants (including the amount of interest payable, if any) as it deems necessary.

**“Valuation Time”** means the Scheduled Closing Time on the relevant Exchange on the relevant date in relation to the Share. If the relevant Exchange closes prior to its Scheduled Closing Time, and the specified Valuation Time is after the actual closing time for its regular trading session, then (subject to the provisions concerning Disrupted Days) the Valuation Time shall be such actual closing time.

## **2 Adjustments, Consequences of Certain Events and Currency**

### **(A) Market Disruption Events**

If the Calculation Agent determines that a Market Disruption Event has occurred, the Issuer, at its discretion, may (i) make any adjustment or adjustments to the Exercise Cash Settlement Amount, the Issuer Call Cash Settlement Amount and/or any other relevant term of the Warrants (including the amount of interest payable, if any) as it deems necessary to account for any Market Disruption Event if

it considers it appropriate to do so and/or (ii) redeem each Warrant at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the occurrence of such Market Disruption Event, less, unless specified otherwise in the Final Terms, the cost to the Issuer (or any of its Affiliates) of amending or liquidating any Hedging Arrangement, together with any costs, expenses, fees or taxes incurred by the Issuer (or any of its Affiliates) in respect of any Hedging Arrangement. The Issuer shall give notice to the holders of the Warrants of any such adjustment and/or any redemption of the Warrants hereunder in accordance with General Warrant Condition 7.

*(B) Adjustments*

If the Calculation Agent determines that a Potential Adjustment Event has occurred in respect of the Share or that there has been an adjustment to the settlement terms of listed contracts on the Share traded on a Related Exchange, the Calculation Agent will determine whether such Potential Adjustment Event or adjustment has a diluting or concentrative effect on the theoretical value of the Share and, if so, will (a) request the Issuer to make the corresponding adjustment(s), if any, to any of the terms and conditions of the Warrants as the Calculation 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 dividend, stock loan rate or liquidity) and (b) determine the effective date(s) of the adjustment(s). The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event or adjustment to settlement terms made by an options exchange to options on the Share traded on that options exchange.

*(C) Consequences of a Merger Event*

If the Calculation Agent determines that a Merger Event has occurred in respect of the Share, the Issuer may:

- (i) cancel the Warrants by giving notice to Warrantholders in accordance with General Warrant Condition 7. If the Warrants are so cancelled the Issuer will pay an amount to each Warrantholder in respect of each Warrant held by it which amount shall be the fair market value of a Warrant taking into account the Merger Event less, unless specified otherwise in the Final Terms, the cost to the Issuer of amending or liquidating any Hedging Arrangements, together with any costs, expenses, fees or taxes incurred by the Issuer in respect of any Hedging Arrangements all as determined by the Calculation Agent. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with General Warrant Condition 7;
- (ii) make such adjustment to the exercise, settlement, payment or any other term or condition of the Warrants as the Calculation Agent determines appropriate to account for the economic effect on the Warrants of such Merger Event (provided that no adjustments will be made solely to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Share or to the Warrants), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Merger Event by an options exchange to options on the Share traded on such options exchange and determine the effective date of that adjustment; and/or
- (iii) save in respect of a Reverse Merger, on or after the relevant Merger Date, deem the New Shares and/or the amount of Other Consideration, if applicable (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable), and their issuer (if any) to be the relevant “Shares” and the relevant “Share Issuer”, respectively, and if the Calculation Agent determines to be appropriate, the Issuer will adjust any relevant terms and conditions of the Warrants as it may determine.

The Issuer shall give notice of such cancellation, adjustment or deemed change to Warrantholders in accordance with General Warrant Condition 7.

### 3 Consequences of a Tender Offer

If the Calculation Agent determines that a Tender Offer has occurred in respect of the Share, then on or after the relevant Tender Offer Date the Issuer may:

- (i) cancel the Warrants by giving notice to Warrantholders in accordance with General Warrant Condition 7. If the Warrants are so cancelled the Issuer will pay an amount to each Warrantholder in respect of each Warrant held by it which amount shall be the fair market value of a Warrant taking into account the Tender Offer less, unless specified otherwise in the Final Terms, the cost to the Issuer of amending or liquidating any Hedging Arrangements, together with any costs, expenses, fees or taxes incurred by the Issuer in respect of any Hedging Arrangements all as determined by the Calculation Agent. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with General Warrant Condition 7; or
- (ii) make such adjustment to the exercise, settlement, payment or any other term or condition of the Warrants as the Calculation Agent determines appropriate to account for the economic effect on the Warrants of such Tender Offer (provided that no adjustments will be made to account solely for changes in volatility or liquidity relevant to the Shares or to the Warrants), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Tender Offer by an options exchange to options on the Share traded on such options exchange and determine the effective date of that adjustment.

The Calculation Agent shall give notice of such cancellation or adjustment to Warrantholders in accordance with General Warrant Condition 7.

### 4 Nationalisation, Insolvency or De-listing

If in respect of the Share or a Share Issuer the Calculation Agent determines that there has been a Nationalisation, an Insolvency or a De-listing, the Issuer may (i) request the Calculation Agent to determine the appropriate adjustment, if any, to be made to any of the terms and conditions of the Warrants to account for the Nationalisation, Insolvency or De-listing, as the case may be, and determine the effective date of that adjustment or (ii) cancel the Warrants. If the Warrants are so cancelled the Issuer will pay an amount to each Warrantholder in respect of each Warrant held by it which amount shall be the fair market value of a Warrant taking into account the Nationalisation, Insolvency or De-listing (as the case may be), less, unless specified otherwise in the Final Terms, the cost to the Issuer of amending or liquidating any Hedging Arrangements, together with any costs, expenses, fees or taxes incurred by the Issuer in respect of any Hedging Arrangements all as determined by the Calculation Agent. Payments will be made in such manner as shall be notified to the Warrantholders in accordance with General Warrant Condition 7. Notice of any cancellation of the Warrants or determination pursuant to this paragraph shall be given to Warrantholders in accordance with General Warrant Condition 7.

### 5 Change of Exchange

If an Exchange is changed, the Issuer may make such consequential modifications to the terms and conditions of the Warrants as it may deem necessary.

### 6 Price Correction

In the event that any price or level published on the Exchange and which is utilised for any calculation or determination made under the Warrants is subsequently corrected and the correction is published by the



Exchange within three Business Days (or such other period as may be specified in the Final Terms) after the original publication, the Calculation Agent has the right, but not the obligation, to determine the amount (if any) that is payable following that correction, and, to the extent necessary, the Issuer may adjust the terms and conditions of the Warrants to account for such correction.

**7**    Currency

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to any terms and conditions of the Warrants (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Warrants as it deems necessary. The Issuer shall give notice to the Warrantholders of any such adjustment in accordance with General Warrant Condition 7.

**8**    Change in currencies

If, at any time after the Issue Date of the Warrants, there is any change in the currency in which the Share is quoted, listed and/or dealt on the Exchange, then the Issuer will adjust such of the terms and conditions of the Warrants as the Calculation Agent determines appropriate to preserve the economic terms of the Warrants. The Calculation Agent will make any conversion necessary for purposes of any such adjustment as of the Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this section will affect the currency denomination of any payment obligation arising out of the Warrants.

## PRODUCT CONDITIONS RELATED TO CURRENCY WARRANTS

*The terms and conditions applicable to Warrants issued by the Issuer linked to a currency shall comprise the General Warrants Conditions and the additional terms and conditions set out below (the “**Currency Warrant Conditions**”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Warrants Conditions and/or the Currency Warrant Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount, expressed in the Settlement Currency, determined by the Calculation Agent in accordance with the following provisions:

(A) in the case of a Warrant which is a Long Currency Warrant:

(1) Upon Exercise:

$$\frac{\text{Max [0, Final Reference Price – Strike Price]}}{\text{Parity}} - \text{Expenses}$$

(the “**Exercise Cash Settlement Amount**”)

(2) Upon an Issuer Call:

$$\frac{\text{Max [0, Termination Reference Price – Strike Price]}}{\text{Parity}} - \text{Expenses}$$

(the “**Issuer Call Cash Settlement Amount**”)

(B) in the case of a Warrant which is a Short Currency Warrant:

(1) Upon Exercise:

$$\frac{\text{Max [0, Strike Price – Final Reference Price]}}{\text{Parity}} - \text{Expenses}$$

(the “**Exercise Cash Settlement Amount**”)

(2) Upon an Issuer Call:

$$\frac{\text{Max [0, Strike Price – Termination Reference Price]}}{\text{Parity}} - \text{Expenses}$$

(the “**Issuer Call Cash Settlement Amount**”)

provided that in each case the Cash Settlement Amount shall not be less than zero. For the purposes of calculating any Cash Settlement Amount, if any component amount is denominated in a currency other than the Settlement Currency, such amount shall be converted into the Settlement Currency using the rate of exchange determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time (rounded to the nearest two decimal places in the Settlement Currency, with 0.005 being rounded downwards).

“**De Minimis Trading**” means the volume of currencies, or number of futures contracts in respect of such currencies, being traded with respect to the Underlying FX Rate is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Underlying FX Rate has been impaired due to a lack of, or a material reduction in, trading in the Underlying FX Rate.

“**Disrupted Day**” means, in respect of the Underlying FX Rate, any day on which a Market Disruption Event has occurred.

“**Exercise**” means the automatic exercise of the Warrants on the Exercise Date.

“**Exercise Date**” means the date specified as such in the applicable Final Terms, provided that, if such a date is not a Business Day, the Exercise Date shall be the immediately preceding Business Day.

“**Expenses**” means, in respect of a Warrant, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise or an Issuer Call in connection with such Warrant and/or (b) in connection with any payment or delivery due upon Exercise or an Issuer Call in respect of such Warrant.

“**Final Reference Price**” means an amount equal to:

(1) in the case of a Long Currency Warrant, the bid-price of the Underlying FX Rate quoted the Relevant Screen Page at the Valuation Time on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the bid-price of the Underlying FX Rate on such date having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines relevant; or

(2) in the case of a Short Currency Warrant, the ask-price of the Underlying FX Rate quoted the Relevant Screen Page at the Valuation Time on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the ask-price of the Underlying FX Rate on such date having regard to the then prevailing market conditions, the

last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines relevant.

**“General Inconvertibility”** means the occurrence of any event that generally makes it impossible to convert the Underlying Currency into the Reference Currency through customary legal channels for conducting such conversion in the principal financial centre of the Reference Currency.

**“General Non-Transferability”** means the occurrence of any event that generally makes it impossible to deliver the Reference Currency (i) from accounts in the country of the principal financing centre of the Reference Currency or (ii) between accounts in such jurisdiction or to a party that is a non-resident of such jurisdiction.

**“Governmental Authority”** means any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either the Underlying Currency or the Reference Currency.

**“Governmental Authority Default”** means, with respect to any security or indebtedness for borrowed money of, or guaranteed by, any Governmental Authority, the occurrence of a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (i) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security, indebtedness for borrowed money or guarantee, (ii) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of such security, indebtedness for borrowed money or guarantee or (iii) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee.

**“Illiquidity”** means it becomes impossible to obtain a firm quote for the Underlying FX Rate for an amount which the Issuer considers necessary to discharge its obligations under the Warrants.

**“Inconvertibility/Non-Transferability”** means the occurrence of any event which constitutes a General Inconvertibility, a General Non-Transferability, a Specific Inconvertibility and a Specific Non-Transferability.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Certificates by the Issuer in accordance with General Certificate Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Certificate Condition 3, and if such day is not a Business Day, means the first succeeding Business Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Business Day that is not a Disrupted Day, unless each of the Relevant Number of Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then

prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“Long Currency Warrant”** means a Warrant designated as a “Long Warrant” in the applicable Final Terms.

**“Market Disruption Event”** means the occurrence, with respect to the Underlying FX Rate, of a General Inconvertibility, a General Non-Transferability, a Governmental Authority Default, an Illiquidity, De Minimis Trading, an Inconvertibility/Non-Transferability, a Material Change in Circumstances, a Nationalisation, a Price Source Disruption, a Specific Inconvertibility or a Specific Non-Transferability.

**“Material Change in Circumstances”** means the occurrence of any event (other than those events specified as Market Disruption Events) beyond the control of the Issuer which could make it impracticable or impossible for it to perform its obligations under the Warrants.

**“Nationalisation”** means any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or its Affiliates), of all or substantially all of its assets in the country of the principal financial centre of the Reference Currency.

**“Price Source Disruption”** means it becomes impossible to obtain the Underlying FX Rate in the inter-bank market.

**“Parity”** means the number specified as such in the applicable Final Terms.

**“Reference Currency”** means the currency specified in the applicable Final Terms.

**“Relevant Number of Days”** means five Business Days.

**“Relevant Screen Page”** means as specified in the applicable Final Terms.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date or (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Warrant Condition 3.

**“Short Currency Warrant”** means a Warrant designated as a “Short Warrant” in the applicable Final Terms.

**“Specific Inconvertibility”** means the occurrence of any event that makes it impossible for the Issuer to convert the Underlying Currency into the Reference Currency, other than where such impossibility is due solely to the failure by the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (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).

**“Specific Non-Transferability”** means the occurrence of any event that makes it impossible for the Issuer to deliver the Reference Currency (i) from accounts in the country of the principal financing centre of the Reference Currency or (ii) between accounts in such jurisdiction or to a party that is a non-resident of such jurisdiction, other than where such impossibility is due solely to the failure by the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (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).

**“Strike Price”** means the price or amount specified as such in the applicable Final Terms.

**“Termination Reference Price”** means (1) in the case of a Long Currency Warrant, an amount equal to the bid-price of the Underlying FX Rate quoted on the Relevant Screen Page at the Valuation Time on the Issuer Call Date or (2) in the case of a Short Currency Warrant, the ask-price of the Underlying FX Rate quoted on the Relevant Screen Page at the Valuation Time on the Issuer Call Date, both as determined by or on behalf of the Calculation Agent.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Underlying Currency”** means the currency specified as such in the applicable Final Terms.

**“Underlying FX Rate”** means the currency pair specified as such in the applicable Final Terms, comprising the Underlying Currency and the Reference Currency.

**“Valuation Date”** means the Exercise Date, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding day that is not a Disrupted Day, unless each of the Relevant Number of Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines to be relevant.

**“Valuation Time”** means the time specified as such in the applicable Final Terms, or such other time as the Issuer may determine in its absolute discretion and notify to Warrantholders in accordance with General Warrant Condition 7.

## 2 Adjustments

### (A) *Market Disruption Events*

The Issuer shall, as soon as reasonably practicable under the circumstances notify the Warrantholders in accordance with General Warrant Condition 7 if the Calculation Agent determines that a Market Disruption Event has occurred. The Issuer may make adjustments to the terms and conditions of the Warrants in order to account for any Market Disruption Event if it considers it appropriate to do so. The Issuer shall give notice to the holders of the Warrants of any such adjustment in accordance with General Warrant Condition 7.

### (B) *Corrections*

If the Calculation Agent determines in respect of the Underlying FX Rate, that the rate published or announced and used or to be used by the Calculation Agent in any calculation or determination made or to be made in respect of the Warrants is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three Business Days (or such other period specified in the Final Terms) after the original publication or announcement, the Calculation Agent has the right, but not the obligation, to determine, in its sole and absolute discretion, the amount (if any) that is payable following that correction, and, whether any adjustment to the terms and conditions of the Warrants is required to account for such correction. If the Calculation Agent determines that an adjustment to the terms and conditions is required, the Issuer may as soon as reasonably practicable adjust the terms and conditions of the Warrants to account for such correction.

(C) *Currency*

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the terms and conditions of the Warrants (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Warrants as it deems necessary. The Issuer shall give notice to the holders of the Warrants of any such adjustment in accordance with General Warrant Condition 7.

## PRODUCT CONDITIONS RELATING TO COMMODITY WARRANTS

*The terms and conditions applicable to Warrants issued by the Issuer linked to a commodity shall comprise the General Warrant Conditions and the additional terms and conditions set out below (the “**Commodity Warrant Conditions**”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Warrant Conditions and/or the Commodity Warrant Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Bullion**” means Gold, Silver, Platinum or Palladium, as the case may be.

“**Bullion Business Day**” means, in respect of any Commodity Warrants for which the Commodity is Bullion, any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London and New York and in the location where payment is to be made.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount, expressed in the Settlement Currency, determined by the Calculation Agent in accordance with the following provisions:

(A) in the case of a Warrant which is a Long Commodity Warrant:

(1) Upon Exercise:

$$\frac{\text{Max [0, Final Reference Price – Strike Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Exercise Cash Settlement Amount**”)

(2) Upon an Issuer Call:

$$\frac{\text{Max [0, Termination Reference Price – Strike Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Issuer Call Cash Settlement Amount**”)

(B) in the case of a Warrant which is a Short Commodity Warrant:



(1) Upon Exercise:

$$\frac{\text{Max [0, Strike Price – Final Reference Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Exercise Cash Settlement Amount**”)

(2) Upon an Issuer Call:

$$\frac{\text{Max [0, Strike Price – Termination Reference Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Issuer Call Cash Settlement Amount**”)

provided that in each case the Cash Settlement Amount shall not be less than zero.

“**CBOT**” means the Chicago Board of Trade or its successor.

“**Change in Law**” means that, on or after the Issue Date (or as otherwise set forth in the Final Terms) (A) due to the adoption of or any change in any applicable law, regulation, rule, order, ruling or procedure (including, without limitation, any tax law and any regulation, rule, order, ruling or procedure of any applicable regulatory authority, tax authority and/or any exchange) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction (including, without limitation, the Commodity Futures Trading Commission or any relevant exchange or trading facility) of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that:

(X) it has (or it expects that it will) become illegal for the Issuer or any of its Affiliates, to (i) hold, acquire or dispose of the Commodity or to enter into transactions on or relating to the Commodity (including without limitation, futures contracts) or (ii) perform its obligations under the Warrants; or

(Y) the Issuer or any of its Affiliates would (or would expect to) incur a materially increased cost in (i) holding, acquiring or disposing of the Commodity, (ii) maintaining, entering into or unwinding any Hedging Arrangement, and/or (iii) performing its obligations under the Warrants (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

“**Coffee**” means deliverable grade washed Arabica coffee.

“**Coffee-ICE**” means that the price for a Pricing Date will be that day’s Specified Price per pound of Coffee on the Exchange of the Futures Contract given at any time on that Pricing Date, stated in U.S. cents, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

“**COMEX**” means the COMEX Division, or its successor, of the New York Mercantile Exchange, Inc. or its successor.

“**Commodity**” means the commodity specified as such in the applicable Final Terms, subject to Commodity Warrant Condition 2.

“**Commodity Business Day**” means (a) in respect of the Commodity (provided the Commodity is not Bullion) if the Commodity Reference Price is a price announced or published by an Exchange, a day that is (or, but for the occurrence of a Market 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 (b) in respect of the Commodity (provided the Commodity is not Bullion) if 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 Market Disruption Event, would have published) a price.

**“Commodity Reference Price”** means (a) in the case of a Commodity which is Bullion, the spot price as specified in the Final Terms or (b) in the case of a Commodity other than Bullion, the futures contract reference price for the Commodity as specified in the Final Terms.

**“Copper”** means high grade copper.

**“Copper-COMEX”** means that the price for a Pricing Date will be that day’s Specified Price per pound of Copper on the Exchange of the Futures Contract for the Delivery Date given at any time on that Pricing Date, stated in U.S. cents, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“De Minimis Trading”** means the number of contracts traded on the Exchange with respect to the Commodity is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Commodity has been impaired due to a lack of, or a material reduction in, trading in the Commodity on the Exchange.

**“Delivery Date”** means, in respect of a Commodity Reference Price, the Nearby Month of expiration of the relevant Futures Contract or the relevant date or month for delivery of the underlying (which must be a date or month reported or capable of being determined from information reported in or by the relevant Price Source) as follows:

- (i) if a date is, or a month and year are, specified in the Final Terms, that date or that month and year;
- (ii) if a Nearby Month is specified in the Final Terms, the month of expiration of the relevant Futures Contract; and
- (iii) if a method is specified for the purpose of determining the Delivery Date, the date or the month and year determined pursuant to that method,

as determined by the Calculation Agent.

**“Disappearance of Commodity Reference Price”** means, in respect of a Relevant Commodity Price, (A) the permanent discontinuation of trading in the Futures Contract on the relevant Exchange; (B) the disappearance of, or of trading in, the Commodity; or (C) the disappearance or permanent discontinuance or unavailability of the relevant Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract or Commodity.

**“Disrupted Day”** means, in respect of the Commodity, any Pricing Date on which a Market Disruption Event has occurred.

**“Early Closure”** means, in respect of the Commodity, the closure on any Exchange Business Day of the Exchange(s) or Related Exchange(s) prior to its/their 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(s) or Related Exchange(s) system(s) for execution at the Valuation Time on an Exchange Business Day.

**“Exchange”** means, in respect of the Commodity, the exchange or principal trading market specified in the applicable Final Terms or relevant Commodity Reference Price, or its successor.

**“Exchange Business Day”** means, in respect of the Commodity, any Scheduled Trading Day on which the relevant Exchange(s) and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange(s) or Related Exchange(s) closing prior to its/their Scheduled Closing Time.

**“Exchange Rate”** means (i) if the Underlying Reference Currency is different to the Settlement Currency, the rate of exchange between the Underlying Reference Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time or (ii) if the Underlying Reference Currency and the Settlement Currency are the same currencies, one.

**“Exchange Rate Final”** means (i) in relation to the determination of the Exercise Cash Settlement Amount, the Exchange Rate on the Valuation Date and (ii) in relation to the determination of the Issuer Call Cash Settlement Amount, the Exchange Rate on the Issuer Call Date.

**“Exercise”** means the automatic exercise of the Warrants on the Exercise Date.

**“Exercise Date”** means the date specified as such in the applicable Final Terms, provided that, if such a date is not a Commodity Business Day or Bullion Business Day, as applicable, the Exercise Date shall be the immediately preceding Commodity Business Day or Bullion Business Day.

**“Expenses”** means, in respect of a Warrant, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise or an Issuer Call in connection with such Warrant and/or (b) in connection with any payment or delivery due upon Exercise or an Issuer Call in respect of such Warrant, provided that if any such amounts are denominated in a currency other than the Settlement Currency, such amounts shall be converted from such currency into the Settlement Currency using the rate of exchange determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

**“Final Reference Price”** means an amount (which shall be deemed to be a monetary value in the Underlying Reference Currency) equal to the Specified Price of the Commodity quoted on the relevant Price Source at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without any regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the Specified Price of the Commodity on such date having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines relevant.

**“Futures Contract”** means, in respect of any Commodity Reference Price, the contract for future delivery of a contract size in respect of the relevant Delivery Date relating to the Commodity referred to in that Commodity Reference Price (if any) and thereafter a financially equivalent futures contract (the **“Substitute Futures Contract”**) selected by the Issuer. On the Rollover Date the Issuer shall make its selection of the Substitute Futures Contract and on such date the Issuer, shall, during Trading Hours, effect substitution of the Futures Contract for the Substitute Futures Contract at the Rollover Spread and thereafter the Substitute Futures Contract shall for all purposes be the Futures Contract.

**“Gold”** means gold bars or unallocated gold complying with the rules of the LBMA relating to good delivery and fineness from time to time in effect.

**“Gold-Spot”** means that the price for a Pricing Date will be that day’s Specified Price per troy ounce of Gold on the Exchange, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Hedging Arrangement”** means any hedging arrangements entered into by the Issuer and/or its Affiliates at any time with respect to the Warrants, including without limitation the purchase and/or sale of any Commodity and any associated foreign exchange transactions.

**“Hedging Disruption”** means, (i) any event or combination of events or circumstances, that are not attributable to the Issuer that significantly alters the economics of the Warrants compared to the economics as of the Issue Date, but do not render performance of the Issuer’s obligations under the Warrants impossible, in connection with which the Issuer or any of its Affiliates is (or would be) unable to hold, acquire or dispose of any Commodity or to enter into, maintain, re-establish or unwind any Hedging Arrangement; (ii) any event or combination of events or circumstances, that are not attributable to the Issuer that significantly alters the economics of the Warrants compared to the economics as of the Issue Date, but do not render performance of the Issuer’s obligations under the Warrants impossible, in connection with which the Issuer or any of its Affiliate is (or would be) unable to realise, recover or remit the proceeds of any Commodity and/or Hedging Arrangement; and/or (iii) any other event specified as such in the applicable Final Terms.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Warrants by the Issuer in accordance with General Warrant Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Warrant Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Index and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“LBMA”** means the London Bullion Market Association or its successor.

**“Long Commodity Warrant”** means a Warrant designated as a “Long Warrant” in the applicable Final Terms.

**“LPPM”** means the London Platinum and Palladium Market in London on which members quote prices for the buying and selling of Platinum and Palladium.

**“Market Disruption Event”** means, if specified as applicable in the applicable Final Terms, the occurrence, with respect to the Commodity, of (i) a Price Source Disruption (ii) a Trading Disruption (iii) a Disappearance of Commodity Reference Price (iv) a Tax Disruption (v) a Material Change in Content (vi) a Material Change in Formula (vii) an Early Closure (viii) De Minimis Trading (ix) a Change in Law or (x) a Hedging Disruption.

**“Material Change in Content”** means the occurrence since the Issue Date of a material change in the content, composition or constitution of the Commodity or relevant Futures Contract.

**“Material Change in Formula”** means the occurrence since the Issue Date of a material change in the formula for or method of calculating the relevant Commodity Reference Price.

**“MMBTU”** means one million British thermal units.

**“Moratorium”** means a general moratorium is declared in respect of banking activities in the county in which the Exchange or Related Exchange is located.

**“Natural Gas”** means natural gas.

**“Natural Gas-NYMEX”** means that the price for a Pricing Date will be that day’s Specified Price per MMBTU of Natural Gas on the Exchange of the Futures Contract for the Delivery Date, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Nearby Month”**, when preceded by a numerical adjective, means, in respect of a Delivery Date and/or Pricing Date or Valuation Date, as applicable, the month of expiration of the Futures Contract identified by that numerical adjective, so that: (i) “First Nearby Month” means the month of expiration of the first Futures Contract to expire following that date; (ii) “Second Nearby Month” means the month of expiration of the second Futures Contract to expire following that date; and, for example, (iii) “Sixth Nearby Month” means the month of expiration of the sixth Futures Contract to expire following that date.

**“NYMEX”** means the NYMEX Division, or its successor, of the New York Mercantile Exchange, Inc. or its successor.

**“Oil (Brent)”** means Brent blend crude oil.

**“Oil (WTI)”** means West Texas Intermediate light sweet crude oil.

**“Oil-Brent-ICE”** means that the price for a Pricing Date will be that day’s Specified Price per barrel of Oil (Brent) on the Exchange of the Futures Contract for the Delivery Date, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“OIL-WTI-NYMEX”** means that the price for a Pricing Date will be that day’s Specified Price per barrel of Oil (WTI) on the Exchange of the Futures Contract for the Delivery Date, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Palladium”** means palladium ingots or plate or unallocated palladium complying with the rules of the LPPM relating to good delivery and fineness from time to time in effect.

**“Palladium-Spot”** means that the price for a Pricing Date will be that day’s Specified Price per troy ounce gross of Palladium on the Exchange, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Parity”** means the number specified as such in the applicable Final Terms.

**“Platinum”** means ingots or plate or unallocated platinum complying with the rules of the LPPM relating to good delivery and fineness from time to time in effect.

**“Platinum-Spot”** means that the price for a Pricing Date will be that day’s Specified Price per troy ounce gross of Platinum on the Exchange, stated in U.S. Dollars, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Price Source”** means, in respect of the Commodity, the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) as specified in the applicable Final Terms, or if such source is not available any other source as selected by the Calculation Agent in its sole and absolute discretion.

**“Price Source Disruption”** means, in respect of the Commodity, (A) the failure of the relevant Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price of the Commodity) for the relevant Commodity Reference Price; or (B) the temporary or permanent discontinuance or unavailability of the Price Source.

**“Pricing Date”** means each Scheduled Trading Day (including the Valuation Date).

**“Related Exchange”** means an options or futures exchange or quotation system on which options contracts or futures or other derivatives contracts on the Commodity are traded.

**“Relevant Commodity Price”** means, in respect of the Commodity, the price determined on any day for the specified Commodity Reference Price.

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Rice”** means deliverable grade rough rice.

**“Rice-CBOT”** means that the price for a Pricing Date will be that day’s Specified Price per hundredweight of Rice on the Exchange of the Futures Contract, stated in U.S. cents, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

**“Rollover Date”** means the date specified as such in the applicable Final Terms.

**“Rollover Spread”** means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Futures Contract minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Futures Contract during the substitution of the Futures Contract for the Substitute Futures Contract by reference to liquidity in the Futures Contract and the Substitute Futures Contract. The Rollover Spread may be a negative number.

**“Scheduled Closing Time”** means, in respect of the Exchange or a Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of the Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

**“Scheduled Trading Day”** means (a) if the Commodity Reference Price is a price announced or published by an Exchange, any day on which the Exchange and each Related Exchange is scheduled to be open for trading for its regular trading sessions; or (b) if 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 Market Disruption Event, would have published) a price for the relevant Commodity.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date or (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Warrant Condition 3.

**“Short Commodity Warrant”** means a Warrant designated as a “Short Warrant” in the applicable Final Terms.

**“Silver”** means silver bars or unallocated silver complying with the rules of the LBMA relating to good delivery and fineness from time to time in effect.

“**Silver-Spot**” means that the price for a Pricing Date will be that day’s Specified Price per troy ounce of Silver on the Exchange, stated in U.S. cents, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

“**Soybeans**” means deliverable grade soybeans.

“**Soybeans-CBOT**” means that the price for a Pricing Date will be that day’s Specified Price per bushel of Soybeans on Exchange of the Futures Contract, stated in U.S. cents, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

“**Specified Price**” means, in respect of a Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source): (A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the 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; or (O) any other price specified in the Final Terms.

“**Strike Price**” means the price or amount specified as such in the applicable Final Terms.

“**Sugar**” means deliverable grade cane sugar.

“**Sugar-ICE**” means that the price for a Pricing Date will be that day’s Specified Price per pound of Sugar on the Exchange of the Futures Contract, stated in U.S. cents, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

“**Tax Disruption**” 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 Commodity or 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 Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Commodity Reference Price from what it would have been without that imposition, change or removal.

“**Termination Reference Price**” means an amount (which shall be deemed to be a monetary value in the Underlying Reference Currency) equal to (1) in the case of a Long Commodity Warrant, the bid-price of the Commodity Reference Price quoted on the relevant Price Source at the Valuation Time on the Issuer Call Date or (2) in the case of a Short Commodity Warrant, the ask-price of the Commodity Reference Price quoted on the relevant Price Source at the Valuation Time on the Issuer Call Date, both as determined by or on behalf of the Calculation Agent.

“**Trade Date**” means the date specified as such in the applicable Final Terms.

“**Trading Disruption**” means, in respect of the Commodity, the material suspension of, or the material limitation imposed on, trading in the relevant Futures Contract or such Commodity on the relevant Exchange.

“**Trading Hours**” means as regards each Exchange its regular scheduled opening hours on each Scheduled Trading Day.

“**Underlying Reference Currency**” means the currency specified in the applicable Final Terms.

“**Valuation Date**” means the Exercise Date, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation

Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Day shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines to be relevant.

“**Valuation Time**” means the time specified as such in the applicable Final Terms, or such other time as the Issuer may determine in its absolute discretion and notify to Warrantholders in accordance with General Warrant Condition 7.

“**Wheat**” means deliverable grade wheat.

“**Wheat-CBOT**” means that the price for a Pricing Date will be that day’s Specified Price per bushel of Wheat on the Exchange of the Futures Contract, stated in U.S. cents, given at any time on that Pricing Date, as made public by the Exchange and displayed on the Price Source on that Pricing Date.

## 2 Adjustments

### (A) *Market Disruption Events*

If the Calculation Agent determines that a Market Disruption Event has occurred, the Issuer, at its discretion, may (i) make any adjustment or adjustments to the Exercise Cash Settlement Amount, the Issuer Call Cash Settlement Amount and/or any other relevant term of the Warrants (including the amount of interest payable, if any) as it deems necessary to account for any Market Disruption Event if it considers it appropriate to do so and/or (ii) redeem each Warrant at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the occurrence of such Market Disruption Event, less, unless specified otherwise in the Final Terms, the cost to the Issuer (or any of its Affiliates) of amending or liquidating any Hedging Arrangement, together with any costs, expenses, fees or taxes incurred by the Issuer (or any of its Affiliates) in respect of any Hedging Arrangement. The Issuer shall give notice to the holders of the Warrants of any such adjustment and/or any redemption of the Warrants hereunder in accordance with General Warrant Condition 7.

### (B) *Corrections*

If the Calculation Agent determines in respect of any Relevant Commodity Price, that the price published or announced and used or to be used by the Calculation Agent in any calculation or determination made or to be made in respect of the Warrants is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three Business Days (or such other period specified in the Final Terms) after the original publication or announcement, the Calculation Agent has the right, but not the obligation, to determine, in its sole and absolute discretion, the amount (if any) that is payable following that correction, and, whether any adjustment to the terms and conditions of the Warrants is required to account for such correction. If the Calculation Agent determines that an adjustment to the terms and conditions is required, the Issuer may as soon as reasonably practicable adjust the terms and conditions of the Warrants to account for such correction.

### (C) *Currency*

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the terms and conditions of the Warrants (including the date on which any amount is payable by the Issuer), the Issuer may make such



adjustment or adjustments to the terms and conditions of the Warrants as it deems necessary. The Issuer shall give notice to the holders of the Warrants of any such adjustment in accordance with General Warrant Condition 7.

(D) *Change in Currency*

If, at any time after the Issue Date, there is any change in the currency in which the Commodity is quoted, listed and/or dealt on the relevant Price Source and/or Exchange, then the Issuer will adjust such of the terms and conditions of the Warrants as the Calculation Agent determines appropriate to preserve the economic terms of the Warrants. The Calculation Agent will make any conversion necessary for the purposes of any such adjustment as of the Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this section will affect the currency denomination of any payment obligation arising out of the Warrants.

## PRODUCT CONDITIONS RELATING TO GOVERNMENT BOND WARRANTS

*The terms and conditions applicable to Warrants issued by the Issuer linked to a government bond shall comprise the General Warrant Conditions and the additional terms and conditions set out below (the “Government Bond Warrant Conditions”), which will be subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between (i) the General Warrant Conditions and/or the Government Bond Warrant Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

### 1 Definitions

For the purposes of these terms and conditions, the following definitions will apply:

“**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 this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Business Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) specified in the applicable Final Terms and Euroclear Netherlands is open for business and (ii) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open for the settlement of payments in euro.

“**Cash Settlement Amount**” means, unless otherwise specified in the applicable Final Terms, an amount, expressed in the Settlement Currency, determined by the Calculation Agent in accordance with the following provisions:

(A) in the case of a Warrant which is a Long Government Bond Warrant:

(1) Upon Exercise:

$$\frac{\text{Max [0, Final Reference Price – Strike Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Exercise Cash Settlement Amount**”)

(2) Upon an Issuer Call:

$$\frac{\text{Max [0, Termination Reference Price – Strike Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Issuer Call Cash Settlement Amount**”)

(B) in the case of a Warrant which is a Short Government Bond Warrant:

(1) Upon Exercise:

$$\frac{\text{Max [0, Strike Price – Final Reference Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Exercise Cash Settlement Amount**”)

(2) Upon an Issuer Call:

$$\frac{\text{Max [0, Strike Price – Termination Reference Price]}}{[\text{Parity x Exchange Rate Final}]} - \text{Expenses}$$

(the “**Issuer Call Cash Settlement Amount**”)

provided that in each case the Cash Settlement Amount shall not be less than zero.

“**De Minimis Trading**” means the number of contracts traded on the Exchange with respect to the Reference Asset is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Reference Asset has been impaired due to a lack of, or a material reduction in, trading in the Reference Asset on the Exchange.

“**Disappearance of Reference Asset Price**” means, in respect of the Reference Asset, the permanent discontinuation of trading in the Reference Asset on the relevant Exchange.

“**Disrupted Day**” means, in respect of the Reference Asset, any Scheduled Trading Day on which a Market Disruption Event has occurred.

“**Early Closure**” means, in respect of the Reference Asset, the closure on any Exchange Business Day of the Exchange(s) or Related Exchange(s) prior to its/their 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(s) or Related Exchange(s) system(s) for execution at the Valuation Time on an Exchange Business Day.

“**Exchange**” means the exchange or quotation system specified as such in the applicable Final Terms or any successor to such exchange or quotation system.

“**Exchange Business Day**” means, in respect of the Reference Asset, any Scheduled Trading Day on which the relevant Exchange(s) and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange(s) or Related Exchange(s) closing prior to its/their Scheduled Closing Time.

“**Exchange Rate**” means (i) if the Underlying Reference Currency is different to the Settlement Currency, the rate of exchange between the Underlying Reference Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time or (ii) if the Underlying Reference Currency and the Settlement Currency are the same currencies, one.

“**Exchange Rate Final**” means (i) in relation to the determination of the Exercise Cash Settlement Amount, the Exchange Rate on the Valuation Date and (ii) in relation to the determination of the Issuer Call Cash Settlement Amount, the Exchange Rate on the Issuer Call Date.

“**Exercise**” means the automatic exercise of the Warrants on the Exercise Date.

“**Exercise Date**” means the date specified as such in the applicable Final Terms, provided that, if such a date is not a Business Day, the Exercise Date shall be the immediately preceding Business Day.

“**Expenses**” means, in respect of a Warrant, all taxes, duties and/or expenses, including all applicable depositary, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising (a) upon Exercise or an Issuer Call in connection with such Warrant and/or (b) in connection with any payment or delivery due upon Exercise or an Issuer Call in respect of such Warrant, provided that if any such amounts are denominated in a currency other than the Settlement

Currency, such amounts shall be converted into the Settlement Currency using the rate of exchange determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time.

**“Final Reference Price”** means an amount (which shall be deemed to be a monetary value in the Underlying Reference Currency) equal to the closing Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Valuation Date as determined by the Calculation Agent without regard to any subsequently published correction, unless the Calculation Agent determines that such published correction can be taken into account for calculating the Cash Settlement Amount, or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the closing Reference Asset Price on such date having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines relevant.

**“Governmental Authority”** means any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country to which the Reference Asset is in fact referenced.

**“Governmental Authority Default”** means, with respect to any security or indebtedness for borrowed money of, or guaranteed by, any Governmental Authority, the occurrence of a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (i) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security, indebtedness for borrowed money or guarantee, (ii) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of such security, indebtedness for borrowed money or guarantee or (iii) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee.

**“Issue Date”** means the date specified as such in the applicable Final Terms.

**“Issuer Call”** means termination of the Warrants by the Issuer in accordance with General Warrant Condition 3.

**“Issuer Call Commencement Date”** means the sixth calendar day following the Issue Date.

**“Issuer Call Date”** means the day specified as such in the notice delivered in accordance with General Warrant Condition 3, and if such day is not a Scheduled Trading Day, means the first succeeding Scheduled Trading Day unless, in the determination of the Calculation Agent such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Issuer Call Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Issuer Call Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Issuer Call Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Reference Asset and such other factors as the Calculation Agent determines to be relevant.

**“Issuer Call Notice Period”** means five Business Days.

**“Long Government Bond Warrant”** means a Warrant designated as a “Long Warrant” in the applicable Final Terms.

**“Market Disruption Event”** means, if specified as applicable in the applicable Final Terms, the occurrence, with respect to the Reference Asset, of (i) a Price Source Disruption (ii) a Trading Disruption (iii) a Disappearance of Reference Asset Price (iv) a Tax Disruption (v) a Material Change in Content (vi) a Material Change in Formula (vii) an Early Closure (viii) a Governmental Authority Default (ix) Nationalisation (x) De Minimis Trading or (xi) a Moratorium.

**“Material Change in Content”** means the occurrence since the Issue Date of a material change in the content or composition of the Reference Asset.

**“Material Change in Formula”** means the occurrence since the Issue Date of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the Reference Asset Price.

**“Moratorium”** means a general moratorium is declared in respect of banking activities in the country in which the Exchange or Related Exchange is located.

**“Nationalisation”** means any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its Affiliates), of all or substantially all of its assets in the country of the Governmental Authority.

**“Parity”** means the number specified as such in the applicable Final Terms.

**“Price Source Disruption”** means, in respect of the Reference Asset, (A) the failure by the Exchange to announce or publish the Reference Asset Price (or the information necessary for determining such price); or (B) the temporary or permanent discontinuance or unavailability of such price by the Exchange.

**“Reference Asset”** means the Reference Asset as of the Trade Date specified as such in the applicable Final Terms, and thereafter a financially equivalent reference asset (the **“Substitute Asset”**) selected by the Issuer. On the Rollover Date specified in the Final Terms, the Issuer shall make its selection of the Substitute Asset and on such date the Issuer, shall, during Trading Hours, effect substitution of the Reference Asset for the Substitute Asset at the Rollover Spread and thereafter the Substitute Asset shall for all purposes be the Reference Asset.

**“Reference Asset Price”** means the current price of the Reference Asset. For the avoidance of any doubt, this shall not be the futures contract value but the futures contract value divided by the applicable contract factor (the value of 1.0 future’s point) specified on the applicable screen page referred to in the applicable Final Terms, and if no such page reference exists, such other page reference as the Calculation Agent determines.

**“Related Exchange”** means an options or futures exchange or quotation system on which options contracts or futures or other derivatives contracts on the Reference Asset are traded.

**“Relevant Number of Scheduled Trading Days”** means five Scheduled Trading Days.

**“Rollover Date”** means the date specified as such in the applicable Final Terms.

**“Rollover Spread”** means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Reference Asset minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Asset during the substitution of the Reference Asset for the Substitute Asset by reference to liquidity in the Reference Asset and the Substitute Asset. The Rollover Spread may be a negative number.

**“Scheduled Trading Day”** means any day on which the Exchange and each Related Exchange is scheduled to be open for trading for its regular trading sessions.

**“Settlement Currency”** means the currency specified as such in the applicable Final Terms.

**“Settlement Date”** means (i) in relation to Exercise, not later than the fourth Business Day following the Valuation Date or (ii) in relation to an Issuer Call, not later than the date specified as such in the notice delivered in accordance with General Warrant Condition 3.

**“Short Government Bond Warrant”** means a Warrant designated as a “Short Warrant” in the applicable Final Terms.

**“Strike Price”** means the price or amount specified as such in the applicable Final Terms.

**“Tax Disruption”** 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 Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Asset Price from what it would have been without that imposition, change or removal.

**“Termination Reference Price”** means an amount (which shall be deemed to be a monetary value in the Underlying Reference Currency) equal to the Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Issuer Call Date as determined by or on behalf of the Calculation Agent.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Trading Disruption”** means, in respect of the Reference Asset, the material suspension of, or the material limitation imposed on, trading in the Reference Asset on the Exchange or Related Exchange.

**“Underlying Reference Currency”** means the currency specified in the applicable Final Terms.

**“Trading Hours”** means as regards each Exchange its regular scheduled opening hours on each Scheduled Trading Day.

**“Valuation Date”** means the Exercise Date, unless, in the determination of the Calculation Agent, such day is a Disrupted Day. If the Calculation Agent determines that such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Relevant Number of Scheduled Trading Days immediately following the original date that, but for the determination by the Calculation Agent of the occurrence of a Disrupted Day, would have been the Valuation Date is a Disrupted Day. In that case, (i) the last day of the Relevant Number of Scheduled Trading Days shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price and such other factors as the Calculation Agent determines to be relevant.

**“Valuation Time”** means the close of trading on the Exchange, or such other time as the Issuer may determine in its absolute discretion and notify to Warrantholders in accordance with General Warrant Condition 7.

## 2 Adjustments

### (A) *Market Disruption Event*

The Issuer shall, as soon as reasonably practicable under the circumstances notify the Warrantholders in accordance with General Warrant Condition 7 if the Calculation Agent determines that a Market Disruption Event has occurred. The Issuer may make adjustments to the terms and conditions of the Warrants in order to account for any Market Disruption Event if it considers it appropriate to do so. The Issuer shall give notice to the holders of the Warrants of any such adjustment in accordance with General Warrant Condition 7.

*(B) Corrections*

If the Calculation Agent determines in respect of any Reference Asset Price, that the price published or announced and used or to be used by the Calculation Agent in any calculation or determination made or to be made in respect of the Warrants is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three Business Days (or such other period specified in the Final Terms) after the original publication or announcement, the Calculation Agent has the right, but not the obligation, to determine, in its sole and absolute discretion, the amount (if any) that is payable following that correction, and, whether any adjustment to the terms and conditions of the Warrants is required to account for such correction. If the Calculation Agent determines that an adjustment to the terms and conditions is required, the Issuer may as soon as reasonably practicable adjust the terms and conditions of the Warrants to account for such correction.

*(C) Currency*

If the Calculation Agent determines that any event occurs affecting a currency (whether relating to the convertibility of any such currency into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the terms and conditions of the Warrants (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to the terms and conditions of the Warrants as it deems necessary. The Issuer shall give notice to the holders of the Warrants of any such adjustment in accordance with General Warrant Condition 7.

*(D) Change in Currency*

If, at any time after the Issue Date, there is any change in the currency in which the Reference Asset is quoted, listed and/or dealt on the relevant Exchange, then the Issuer will adjust such of the terms and conditions of the Warrants as the Calculation Agent determines appropriate to preserve the economic terms of the Warrants. The Calculation Agent will make any conversion necessary for the purposes of any such adjustment as of the Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this section will affect the currency denomination of any payment obligation arising out of the Warrants.

## FORM OF CERTIFICATE FINAL TERMS

*Set out below is the form of Final Terms which will be completed for each issue of Certificates issued by the Issuer under the Programme.*

Final Terms dated [●]

**ING Bank N.V.**

**Legal entity identifier (LEI): 3TK20IVIUJ8J3ZU0QE75**

**Issue of [Aggregate Amount of Tranche]**

**[Title of Sprinter Certificates / ING Turbo Certificates]**

[

[Series number of the Certificates]	[WKN Code]	[ISIN Code]	[Number of Certificates being issued]	[Title]
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]

]

**under the  
Certificates Programme**

[Any person making or intending to make an offer of the Certificates may only do [:

- (i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph 9(viii) of Part B below, provided such person is a Dealer or Authorised Offeror (as such term is defined in the Prospectus) and that such offer is made during the Offer Period specified in that paragraph and that any conditions relevant to the use of the Prospectus are complied with; or
- (ii) otherwise] in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to [either of] [Article 3 of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”)] [or] [section 85 of the FSMA] or to supplement a prospectus pursuant to [either of] [Article 23 of the Prospectus Regulation] [or] [Article 23 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Prospectus Regulation**”)], in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Certificates in any other circumstances.]<sup>1</sup>

**[MiFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Certificates to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Certificates (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target

<sup>1</sup> Paragraph to be included only in the case of a Tranche of Certificates that are Non-Exempt PR Securities



market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the manufacturer['s/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/each] manufacturer's product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates 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 UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Certificates to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Certificates (a "**distributor**") should take into consideration the manufacturer['s/s'] 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 Certificates (by either adopting or refining the manufacturer['s/s'] 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/each] manufacturer's product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); **EITHER** [and (ii) all channels for distribution of the Certificates are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] **OR** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Certificates to retail clients are appropriate - investment advice, portfolio management, 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 Certificates (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].])

**[UK MiFIR product governance / Retail investors, professional investors and ECPs target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates is retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"), and 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 UK domestic law by virtue of the EUWA ("**UK MiFIR**"); **EITHER** [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] **OR** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Certificates to retail clients are appropriate - investment advice, portfolio management, 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 Certificates (a "**distributor**") should take into consideration the manufacturer['s/s'] 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 Certificates (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels[, subject to the distributor’s suitability and appropriateness obligations under COBS, as applicable].]

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Certificates are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive 2014/65/EU (as amended "**MiFID II**")][MiFID II]; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in [Regulation (EU) 2017/1129 (as amended or superseded, the "**Prospectus Regulation**")][the Prospectus Regulation (as defined below)]. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Certificates or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Certificates or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>2</sup>

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Certificates 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 United Kingdom ("UK")][the UK]. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA")][EUWA]; (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement [Directive (EU) 2016/97][the Insurance Distribution Directive], where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of [Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of [Regulation (EU) 2017/1129][the Prospectus Regulation] as it forms part of UK domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Certificates or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Certificates or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]<sup>3</sup>

[[*specify benchmark*] is provided by [*administrator legal name*]][*repeat as necessary*]. [[*administrator legal name*] [*appears*]/[*does not appear*]][*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation.

[As far as the Issuer is aware, [[*insert benchmark(s)*] [*does/do*] not fall within the scope of the Benchmarks Regulation by virtue of Article 2 of that regulation] **OR** [the transitional provisions in Article 51 of the Benchmarks Regulation apply], such that [*insert names(s) of administrator(s)*] [*is/are*] not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]

[The Prospectus referred to below is valid until and including 4 August 2023. The succeeding base prospectus relating to the Programme shall be [made available for viewing during normal business hours at,

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<sup>2</sup> This legend will be required if "Prohibition of Sales to EEA Retail Investors" is specified as "Applicable" (See Part B, paragraph 9(iv)).

<sup>3</sup> This legend will be required if "Prohibition of Sales to UK Retail Investors" is specified as "Applicable" (See Part B, paragraph 9(v)).

and copies may be obtained from ING Bank N.V. at Foppingadreef 7, 1102 BD Amsterdam, the Netherlands and from the Issuer's website ([●]).<sup>4</sup>

## PART A – CONTRACTUAL TERMS

These Final Terms have been prepared for the purpose of Article 8 of Regulation (EU) 2017/1129, as amended, and must be read in conjunction with the base prospectus consisting of separate documents (i.e. (i) the securities note dated [4 August 2022] and its supplement(s) (if any) (the “**Securities Note**”) and (ii) the registration document of ING Bank N.V. (the “**Issuer**”) dated [25 March 2022]/[●], and its supplement(s) (if any) (the “**Registration Document**” and together with the Securities Note, the “**Prospectus**”)) pertaining to the Issuer's Certificates Programme. Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the General Certificate Conditions and the relevant Product Conditions contained in the Prospectus [which constitutes a base prospectus for the purposes of Regulation (EU) 2017/1129, as amended or superseded (the “**Prospectus Regulation**”)] [Regulation (EU) 2017/1192 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”) (the “**UK Prospectus Regulation**”)]. Full information on the Issuer and the offer of the Certificates is only available on the basis of the Prospectus, any supplements thereto and these Final Terms. The Prospectus and any supplements thereto are available for viewing at the Issuer's website ([*website to be included.*]) and copies may be obtained from ING Bank N.V. at Foppingadreef 7, 1102 BD Amsterdam, the Netherlands (E-mail: [info@sprinters.nl](mailto:info@sprinters.nl)). [*Only include in the event of admission to trading on Euronext Paris and/or public offers in France: and are available for viewing on the website of the French Autorité des Marchés Financiers ([www.amf-france.org](http://www.amf-france.org))*] [*Only include in the case of German Certificates: and are available for viewing on [www.ingmarkets.de](http://www.ingmarkets.de)*] [*Only include in the case of European Certificates: and are available for viewing on [www.ingmarkets.de](http://www.ingmarkets.de)*][*and*][*www.ingsprinters.nl*][*and*][*www.ingturbo.fr*][*and*][*specify other website on which the docs are available*].

Prospective investors should carefully consider the section “Risk Factors” in the Prospectus.

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]*

*[When completing any final terms, adding any other final terms or information, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.]*

## GENERAL DESCRIPTION OF THE CERTIFICATES

1	(a) Series number of the Certificates:	[●] [See paragraph 3 below]
	(b) Whether or not the Certificates are to be consolidated and form a single series with the Certificates of an existing series:	[●] [The Certificates will be consolidated and form a single Series with [ <i>identify earlier Tranches</i> ] on [ <i>specify date/the Issue Date</i> ] [Not Applicable]
2	(a) The type of Certificate which may be Index Certificates, Share Certificates, Currency	[●]

<sup>4</sup> Include this where the Offer Period will continue after the expiration of the Prospectus under which it was commenced, provided that a succeeding Prospectus is approved and published no later than the last day of validity of the previous Prospectus.

	Certificates, Commodity Certificates, Fund Certificates, Government Bond Certificates, Other Bond Certificates or Index Futures Certificates:			
	(b) Whether such Certificates are Best Certificates, Limited Certificates, Open Ended Certificates, Fixed Leverage Certificates or Tracker Certificates:	[Best] [Limited] [Open Ended] [Fixed Leverage] [Tracker]		
	(c) Whether such Certificates are Long Certificates or Short Certificates:	[Long Certificate] [Short Certificate] <i>(Fund Certificates, Fixed Leverage Certificates and Tracker Certificates will be Long only)</i> <i>(Delete as applicable)</i>		
3	Number of Certificates being issued:	[•]		
		[Series number]	[ISIN]	[Number]
		[•]	[•]	[•]
4	Issue price per Certificate:	[•]		
		[Series number]	[Issue price per Certificate]	
		[•]	[•]	
5	Trade Date:	[•]		
6	Issue Date:	[•]		
7	“as-if-and-when-issued” trading:	[•] <i>(not applicable to Fixed Leverage Certificates)</i>		
8	Current Financing Level on the Trade Date:	[•] <i>(not applicable to Fixed Leverage Certificates, or Tracker Certificates)</i>		
		[Series number]	[Current Financing Level on the Trade Date]	
		[•]	[•]	
9	Current Spread on the Trade Date:	[•] <i>(not applicable to Fixed Leverage Certificates, or Tracker Certificates)</i>		
		[Series number]	[Current Spread on the Trade Date]	
		[•]	[•]	
10	Maximum Spread:	[•] <i>(not applicable to Fixed Leverage Certificates, or Tracker Certificates)</i>		
11	Current Stop Loss Premium Rate on the Trade Date:	[•] <i>(for Open Ended Certificates only)</i>		
		[Series number]	[Current Stop Loss Premium Rate on the	

			Trade Date]
		[•]	[•]
12	Maximum Premium:	[•] (for Open Ended Certificates only)	
		[Series number]	[Maximum Premium]
		[•]	[•]
13	Minimum Premium:	[•] (for Open Ended Certificates only)	
		[Series number]	[Minimum Premium]
		[•]	[•]
14	Stop Loss Price on the Trade Date:	[•] [The Current Financing Level] (this option applies only to Best Certificates and Limited Certificates)	
		[Series number]	[Stop Loss Price on the Trade Date]
		[•]	[•]
15	Stop Loss Price Rounding:	[•] (for Open Ended Certificates only)	
		[Series number]	[Stop Loss Price Rounding]
		[•]	[•]
16	Entitlement:	[•] (not applicable to Fixed Leverage Certificates)	
		[Series number]	[Entitlement]
		[•]	[•]
17	Financing Level Currency:	[•] (not applicable to Fixed Leverage Certificates and Tracker Certificates)	
		[Series number]	[Financing Level Currency]
		[•]	[•]
18	Maximum Gap Cost:	[•] (for Fixed Leverage Certificates only, delete if not applicable)	
19	Maximum Management Fee Amount:	[•] (for Fixed Leverage Certificates only, delete if not applicable)	
20	Security Ratio means:	[•] (for Fixed Leverage Certificates only, delete if not applicable)	
21	Settlement Currency:	[•]	
22	Exercise Time:	[•]	
23	Cash Settlement Amount:	As specified in the [Index] [Share] [Currency] [Commodity] [Fund] [Government Bond] [Other Bond][Index Futures] Certificate	

		<p>Conditions</p> <p>[other – specify]</p> <p>(Delete as appropriate)</p>
24	Final Valuation Date:	[●] [Not Applicable] (for Limited Certificates only)
25	Valuation Date(s):	[●] [Final Valuation Date] (this option applies to Limited Certificates only)
26	Applicable Business Day Centre(s) for the purposes of the definition of “Business Day”	[●]

**ADDITIONAL SPECIFIC PRODUCT RELATED PROVISIONS:**

27	<b>Index Certificate Provisions</b>	<p>[Applicable/Not Applicable]</p> <p>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</p>	
	(i) Details of the Index:	<p>[●]</p> <p>(The details should include the name of the Index and (if composed by the Issuer) a description of the Index or (if not composed by the Issuer) where information about the Index can be obtained)</p>	
		[Series number]	[Details of the Index]
		[●]	[●]
	(ii) Exchange:	As specified in the Index Certificate Conditions	
	(iii) Notional Dividend Period:	<p>[As specified in the Index Certificate Conditions] [other – specify]</p>	
		[Series number]	[Notional Dividend Period]
		[●]	[●]
	(Delete as applicable)		
28	<b>Share Certificate Provisions</b>	<p>[Applicable/Not Applicable]</p> <p>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</p> <p>(When making any such amendments consideration should be given to as to whether such terms constitute "significant new factors" and consequently trigger the need for a supplement to the prospectus under Article 23 of the Prospectus Regulation)</p>	
	(i) Share:	[●]	
		[Series number]	[Share]
		[●]	[●]

		(Include description of the share including the ISIN (International Security Identification Number) or other such security identification code)	
	(ii) Share Issuer:	[●]	
		[Series number]	[Share Issuer]
		[●]	[●]
	(iii) Exchange:	[[●]/[As specified in the Share Certificate Conditions]	
		[Series number]	[Exchange]
		[●]	[●]
		(Delete as appropriate)	
	(iv) Exchange Traded Fund:	[Applicable/Not Applicable] (If not applicable, delete sub-paragraphs (v) and (vi))	
	(v) Underlying Index:	[specify]	
		[Series number]	[Underlying Index]
		[●]	[●]
	(vi) Underlying Index Exchange:	[specify]	
		[Series number]	[Underlying Index Exchange]
		[●]	[●]
	(vii) Notional Dividend Period:	[As specified in the Share Certificate Conditions] [other – specify]	
		[Series number]	[Notional Dividend Period]
		[●]	[●]
		(Delete as applicable)	
29	<b>Currency Certificate Provisions</b>	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)	
	(i) Details of the Underlying FX Rate	[●]	
		[Series number]	[Details of the Underlying FX Rate]
		[●]	[●]
	(ii) Relevant Screen Page:	[●]	
		[Series number]	[Relevant Screen Page]

		[•]	[•]
	(iii) Underlying Currency:	[•]	
		[Series number]	[Underlying Currency]
		[•]	[•]
	(iv) Valuation Time:	[•]	
		[Series number]	[Valuation Time]
		[•]	[•]
30	<b>Commodity Certificate Provisions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>	
	(i) Commodity:	[•]	
		[Series number]	[Commodity]
		[•]	[•]
	(ii) Commodity Reference Price:	[Initially Bloomberg Code [•] and after the first Rollover Date the Bloomberg Page referring to the relevant Futures Contract] / <i>[specify- other]</i>	
		[Series number]	[Commodity Reference Price]
		[•]	[•]
	(iii) Price Source/Reference Dealers	[•]	
		[Series number]	[Price Source/Reference Dealers]
		[•]	[•]
	(iv) Specified Price:	[•]	
		[Series number]	[Specified Price]
		[•]	[•]
	(v) Delivery Dates:	[(i) First nearby month of expiration or (ii) the month of expiration with the highest volumes, as determined by the Calculation Agent] / [Not Applicable] / <i>[specify – other]</i>	
		[Series number]	[Delivery Dates]
		[•]	[•]
	(vi) Rollover Date:	[A date, as determined by the Calculation Agent, in the period commencing on the previous Rollover Date (or in the case of the first Rollover Date the Issue Date) and ending not less than 5 Commodity Business Days prior	



		to the last trading date of the relevant Futures Contract of the Commodity] [Not Applicable] / [specify – other]	
		[Series number]	[Rollover Date]
		[•]	[•]
	(vii) Exchange:	[•]	
		[Series number]	[Exchange]
		[•]	[•]
	(viii) Valuation Time:	[•]	
		[Series number]	[Valuation Time]
		[•]	[•]
31	<b>Fund Certificate Provisions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>	
	(i) Details of the Fund, Fund Interest and the name of the Fund Manager:	[•]	
		[Series number]	[Details of the Fund, Fund Interest and the name of the Fund Manager]
		[•]	[•]
	(ii) Notional Dividend Period:	[As specified in the Fund Certificate Conditions] [other – specify] <i>(Delete as applicable)</i>	
		[Series number]	[Notional Dividend Period]
		[•]	[•]
	(iii) Reference Asset Price:	[NAV] [Trading Price. Bloomberg [•]]	
		[Series number]	[Reference Asset Price]
		[•]	[•]
32	<b>Government Bond Certificate Provisions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>	
	(i) Reference Asset:	[[•] Future (initially Bloomberg Code [•] and after the first Rollover Date the Bloomberg Page referring to the Substitute Asset)] / [other – specify]	
		[Series number]	[Reference Asset]
		[•]	[•]

	(ii) Rollover Date:	[A date, as determined by the Calculation Agent, in the period commencing on the previous Rollover Date (or in the case of the first Rollover Date the Issue Date) and ending not less than 5 Business Days prior to the last trading date of the Reference Asset upon which notice to deliver the Reference Asset may be given in accordance with the rules of the relevant Exchange] / [other – specify]	
		[Series number]	[Rollover Date]
		[•]	[•]
	(iii) Exchange:	[•]	
		[Series number]	[Exchange]
		[•]	[•]
	(iv) Valuation Time:	[•]	
		[Series number]	[Valuation Time]
		[•]	[•]
33	<b>Other Bond Certificate Provisions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>	
	(i) Reference Asset Issuer:	[specify]	
	(ii) Reference Asset:	[Series number]	[Reference Asset]
		[•]	[•]
		<i>(Include description of the other bond including the ISIN (International Security Identification Number) or other such security identification code)</i>	
	(iii) Exchange	[Series number]	[Exchange]
		[•]	[•]
	(iv) Valuation Time	[Series number]	[Valuation Time]
		[•]	[•]
34	<b>Index Futures Certificate Provisions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>	
	(i) Reference Asset:	[[•] Future (Initially Bloomberg Code [•] and after the first Rollover Date the Bloomberg Page referring to the relevant Substitute Asset] / [specify – other]	
		[Series number]	[Reference Asset]

		[•]	[•]
	(ii) Rollover Date:	[A date, as determined by the Calculation Agent, in the period commencing on the previous Rollover Date (or in the case of the first Rollover Date the Issue Date) and ending not less than 5 Business Days prior to the last trading date of the relevant Reference Asset] [Not Applicable] / [specify – other]	
		[Series number]	[Rollover Date]
		[•]	[•]
	(iii) Exchange:	[•]	
		[Series number]	[Exchange]
[•]		[•]	
(iv) Valuation Time:	[•]		
	[Series number]	[Valuation Time]	
	[•]	[•]	

### [Third Party Information]

[Relevant third party information] [[•] has been extracted from [specific 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 [specific source], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: .....

*Duly authorised*

By: .....

*Duly authorised*

## PART B – OTHER INFORMATION

### 1 LISTING

(i) Listing:	[the Structured Note MTF of Euronext in Amsterdam/Euronext Paris] <sup>5</sup> Euronext in Amsterdam/Euronext Paris/other (specify)/ Warsaw Stock Exchange ( <i>Gielda Papierów Wartościowych w Warszawie S.A.</i> )/ the Frankfurt Stock Exchange/ None]
(ii) Admission to trading:	[Application [has been made] [is expected to be made] by the Issuer (or on its behalf) for the Certificates to be admitted to trading on [Euronext in Amsterdam/Euronext Paris/ Warsaw Stock Exchange ( <i>Gielda Papierów Wartościowych w Warszawie S.A.</i> )/ the Frankfurt Stock Exchange/ other (specify)] with effect from [•].]
	[Not Applicable.]  [The Certificates will be consolidated and form a single Series with the Existing Certificates which are admitted to trading on [Euronext in Amsterdam/ Euronext Paris/ Warsaw Stock Exchange ( <i>Gielda Papierów Wartościowych w Warszawie S.A.</i> )/ the Frankfurt Stock Exchange/ other (specify)]]
	(Include where documenting a fungible issue whereby original Certificates are already admitted to trading.)
(iii) Estimate of total expenses related to admission to trading:	[•] (Consider if disclosed under paragraph 4)

### 2 RATINGS

Ratings:	The Certificates to be issued will not be rated
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### 3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[Save for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the offer of the Certificates has an interest material to the offer. The Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.][Not Applicable.]

### 4 [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) [Reasons for the offer	[•]
	(See “Use of Proceeds” wording in the Securities Note - if reasons for offer different from making profit

<sup>5</sup> Applicable for all Certificates listed in Amsterdam / Paris.

	<i>and/ or hedging certain risks will need to include those reasons here.)</i>
(ii) Estimated net proceeds	<p>[•]</p> <p><i>(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.)</i></p>
(iii) Estimated total expenses	<p>[•] [Include breakdown of expenses]</p> <p><i>[Indicate the amount of any expenses and taxes specifically charged to the subscribers or purchasers]</i></p> <p><i>[The terms of the Public Offer do not provide for any expenses and/or taxes to be charged to any subscriber and/or purchaser of the Certificates.]]<sup>6</sup></i></p>

## 5 INFORMATION CONCERNING THE UNDERLYING

*[Need to include details of where information on the past and future performance and volatility of the underlying can be obtained, the name of the issuer(s) of the underlying and, if applicable, ISIN/other identification code of the underlying]*

[Underlying]	Information on the underlying can be obtained on [source of information][free of charge]
[•]	[•]

## 6 [PERFORMANCE OF RATE[S] OF EXCHANGE

*Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained]*

## 7 POST-ISSUANCE INFORMATION

*[Indicate whether or not Issuer intends to provide post-issuance information. If so, specify what information will be reported and where such information can be obtained.]*

## 8 OPERATIONAL INFORMATION

(i) ISIN Code:	[•]		
	[Series number]	[ISIN Code]	[WKN]
	[•]	[•]	[•]
	<p><i>[German Certificates: ISIN code applies but Clearstream, Frankfurt code may also be inserted if deemed appropriate]</i></p> <p><i>[European Certificates: ISIN code applies but</i></p>		

<sup>6</sup> Delete in the case of a Tranche of Certificates that are Exempt PR Securities or Exempt Securities

	<i>Clearstream, Frankfurt code may also be inserted if deemed appropriate</i>	
(ii) Common Code:	[•]	
	[Series number]	[Common Code]
	[•]	[•]
(iii) CFI:	[•] [Not Applicable]	
(iv) FISN:	[•] [Not Applicable] <i>(If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable")</i>	
(v) Other relevant code:	[•] [Not Applicable]	
	[Series number]	[Other relevant code]
	[•]	[•]
(vi) Name of the Principal Certificate Agent:	[ING Bank N.V. ]/[BNP Paribas Securities Services S.C.A., Poland Branch]/[•] <i>(Delete as appropriate)</i>	
(vii) [Trade date:	[•]] <i>(Only include if non-syndicated; delete if not applicable)</i>	

## 9 DISTRIBUTION

(i) Details of any clearing system other than Euroclear Netherlands:	[Euroclear Netherlands] [Clearstream Banking AG, Eschbom] [Polish National Depository for Securities ( <i>Krajowy Depozyt Papierów Wartościowych w Warszawie S.A.</i> )] <i>(Delete as appropriate)</i>
(a) details of the appropriate clearing code/number:	[•]
(b) further details regarding the form of Certificates:	[Applicable]/[Not Applicable] [German Certificates] [European Certificates] [Polish Certificates]
(ii) [Simultaneous offer:] <i>(If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been reserved for certain of these, indicate such tranche here)</i>	[•]
(iii) Non-exempt offer:	[Not Applicable] [An offer of Certificates may be made by the Issuer [and the Dealers] and the Authorised Offerors other than pursuant to Article 3(2)]

	of the Prospectus Regulation in [Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Poland and Spain] (the “ <b>Public Offer Jurisdiction[s]</b> ”) [during the period from [specify date] until [specify date] (the “ <b>Offer Period</b> ”).]
(iv) Prohibition of Sales to EEA Retail Investors:	[Applicable]/[Not Applicable]  <i>(If the Certificates clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Certificates may constitute “packaged” products and no “key information document” will be prepared, “Applicable” should be specified.)</i>
(v) Prohibition of Sales to UK Retail Investors	[Applicable]/[Not Applicable]  <i>(If the Certificates clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Certificates may constitute “packaged” products and no “key information document” will be prepared, “Applicable” should be specified.)</i>
(vi) Prohibition of Sales to Belgian Consumers	[Applicable]/[Not Applicable]  <i>[Advice should be taken from Belgium counsel before disapplying this selling restriction.]</i>

## 10 [GENERAL

(i) Conditions to which the offer is subject:	[There is no subscription period and the offer of Certificates is not subject to any conditions imposed by the Issuer. [As between the Authorised Offerors and their customers, offers of the Certificates are further subject to conditions as may be agreed between them and/or as specified in the arrangements in place between them.]] [●] <i>(delete rest of the paragraph if there is no subscription period.)</i>
(ii) Total amount of the offer; if the amount is not fixed, description of the arrangements and time for announcing the definitive amount to the public:	[Not Applicable] [●]
(iii) Description of the application process:	[Not Applicable] [A prospective Certificateholder should contact the applicable Authorised Offeror in the applicable Public Offer Jurisdiction prior to the end of the Offer Period. A prospective Certificateholder will subscribe for the Certificates in accordance with the arrangements existing between such Authorised Offeror and its customers relating to the subscription of securities generally.

	Certificateholders will not be required to enter into any contractual arrangements directly with the Issuer in connection with the subscription of the Certificates.] [●]
(iv) Description of possibility to reduce subscriptions:	[Not Applicable] [The terms of the Public Offer do not provide for any reductions of subscriptions.] [●]
(v) Manner for refunding excess amount paid by applicants:	[Not Applicable] [The terms of the Public Offer do not provide for any refunds of excess amounts paid by applicants.] [●]
(vi) Minimum and/or maximum amount of application:	[Not Applicable] [There are no pre-identified allotment criteria. The Authorised Offerors will adopt allotment criteria in accordance with customary market practices and applicable laws and regulations.] [●]
(vii) Method and time limit for paying up the securities and for delivery of the Certificates:	[Not Applicable] [Investors will be notified by the relevant Authorised Offeror of their allocations of Certificates and the settlement arrangements in respect thereof. The Certificates will be issued on the Issue Date against payment to the Issuer of the net subscription moneys.] [●]
(viii) Manner and date on which results of the offer are to be made public:	[Not Applicable] [Investors will be notified by the Issuer or any applicable financial intermediary of their allocations of Certificates and the settlement procedures in respect thereof.] [●]
(ix) Procedure for exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised:	[Not Applicable] [The terms of the Public Offer do not provide for a procedure for the exercise of any right of pre-emption or negotiability of subscription rights.] [●]
(x) Categories of potential investors to which the Certificates are offered and whether tranche(s) have been reserved for certain countries:	[Not Applicable] [Offers may be made by the Authorised Offerors in each of the Public Offer Jurisdictions [to any person during the Offer Period]. In other European Economic Area countries [and in all jurisdictions (including the Public Offer Jurisdictions) outside of the Offer Period], offers will only be made by the Issuer [and any Dealers] pursuant to an exemption under the Prospectus Regulation. All offers of the Certificates will be made in compliance with all applicable laws and regulations.] [●]
(xi) Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable] [A prospective Certificateholder will receive 100 per cent. of the amount of the Certificates allocated to it during the Offer Period. Prospective Certificateholders will be notified by the applicable Authorised Offeror in accordance



	with the arrangements in place between such Authorised Offeror and the prospective Certificateholders. No dealings in the Certificates on a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU may take place prior to the Issue Date.] [●]
(xii) Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable] [The terms of the Public Offer do not provide for any expenses and/or taxes to be charged to any subscriber and/or purchaser of the Certificates.] [●]
(xiii) Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[Not Applicable] [Any Authorised Offerors who comply with the terms for consent to use of the Prospectus as described in the Prospectus] <sup>7</sup>

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<sup>7</sup> Delete in the case of a Tranche of Certificates that are Exempt PR Securities or Exempt Securities

**[ANNEX  
[ISSUE SPECIFIC SUMMARY OF THE CERTIFICATES<sup>8</sup>**

**[•]**

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<sup>8</sup> Annex to be inserted only in the case of a Tranche of Certificates that are Non-Exempt PR Securities

## FORM OF WARRANTS FINAL TERMS

*Set out below is the form of Final Terms which will be completed for each issue of Warrants issued by the Issuer under the Programme.*

Final Terms dated [●]

**ING Bank N.V.**

**Legal entity identifier (LEI): 3TK20IVIUJ8J3ZU0QE75**

**Issue of [Aggregate Amount of Tranche]**

**[Title of Warrants]**

[

<b>[Series number of the Warrants]</b>	<b>[WKN Code]</b>	<b>[ISIN Code]</b>	<b>[Number of Warrants being issued]</b>	<b>[Title]</b>
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]

]

**under the**

**Certificates and Warrants Programme**

[Any person making or intending to make an offer of the Warrants may only do so [:

- (i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph [9(iii)] of Part B below, provided such person is a Dealer or Authorised Offeror (as such term is defined in the Prospectus) and that such offer is made during the Offer Period specified in that paragraph and that any conditions relevant to the use of the Prospectus are complied with; or
- (ii) otherwise] in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to [either of] [Article 3 of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”)] [or] [section 85 of the Financial Services and Markets Act 2000 (the “**FSMA**”)] or to supplement a prospectus pursuant to [either of] [Article 23 of the Prospectus Regulation] [or] [Article 23 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Prospectus Regulation**”)], in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Warrants in any other circumstances.]<sup>9</sup>

**[MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Warrants has led to the conclusion that: (i) the target market for the Warrants is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Warrants to eligible counterparties and professional clients are appropriate. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Warrants (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment;

<sup>9</sup> Paragraph to be included only in the case of a Tranche of Warrants that are Non-Exempt PR Securities

however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Warrants (by either adopting or refining the manufacturer['s/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/each] manufacturer's product approval process, the target market assessment in respect of the Warrants has led to the conclusion that: (i) the target market for the Warrants 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 UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA") ("UK MiFIR"); and (ii) all channels for distribution of the Warrants to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Certificates (a "distributor") should take into consideration the manufacturer['s/s'] 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 Warrants (by either adopting or refining the manufacturer['s/s'] 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/each] manufacturer's product approval process, the target market assessment in respect of the Warrants has led to the conclusion that: (i) the target market for the Warrants is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); ***EITHER*** [and (ii) all channels for distribution of the Warrants are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] ***OR*** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Warrants to retail clients are appropriate - investment advice, portfolio management, 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 Warrants (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Warrants (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

**[UK MiFIR product governance / Retail investors, professional investors and ECPs target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Warrants has led to the conclusion that: (i) the target market for the Warrants is retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"), 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 UK domestic law by virtue of the EUWA (the "UK MiFIR"); ***EITHER*** [and (ii) all channels for distribution of the Warrants are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] ***OR*** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Warrants to retail clients are appropriate - investment advice, portfolio management, 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 Warrants (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to 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 Warrants (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable].]

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Warrants are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive 2014/65/EU (as amended "MiFID II")][MiFID II]; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in [Regulation (EU) 2017/1129 (as amended or superseded, the "Prospectus Regulation")] [the Prospectus Regulation (as defined below)]. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Warrants or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Warrants or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>10</sup>

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Warrants 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 United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA (the "UK Prospectus Regulation"). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Warrants or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Warrants or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]<sup>11</sup>

[[specify benchmark] is provided by [administrator legal name]][repeat as necessary]. [[administrator legal name] appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation.

[As far as the Issuer is aware, [[insert benchmark(s)] [does/do] not fall within the scope of the Benchmarks Regulation by virtue of Article 2 of that regulation] **OR** [the transitional provisions in Article 51 of the Benchmarks Regulation apply], such that [insert names(s) of administrator(s)] [is/are] not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]

[The Prospectus referred to below is valid until and including 4 August 2023. The succeeding base prospectus relating to the Programme shall be [made available for viewing during normal business hours at,

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<sup>10</sup> This legend will be required if "Prohibition of Sales to EEA Retail Investors" is specified as "Applicable" (See Part B, paragraph 9(iv)).

<sup>11</sup> This legend will be required if "Prohibition of Sales to UK Retail Investors" is specified as "Applicable" (See Part B, paragraph 9(v)).

and copies may be obtained from ING Bank N.V. at Foppingadreef 7, 1102 BD Amsterdam, the Netherlands and from the Issuer's website ([●]).]<sup>12</sup>

## PART A – CONTRACTUAL TERMS

These Final Terms have been prepared for the purpose of Article 8 of Regulation (EU) 2017/1129, as amended, and must be read in conjunction with the base prospectus consisting of separate documents (i.e. (i) the securities note dated [4 August 2022] and its supplement(s) (if any) (the “**Securities Note**”) and (ii) the registration document of ING Bank N.V. (the “**Issuer**”) dated [25 March 2022]/[●], and its supplement(s) (if any) (the “**Registration Document**” and together with the Securities Note, the “**Prospectus**”)) pertaining to the Issuer's Certificates and Warrants Programme. Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the General Warrant Conditions and the relevant Product Conditions contained in the Prospectus [which constitutes a base prospectus for the purposes of Regulation (EU) 2017/1129, as amended or superseded (the “**Prospectus Regulation**”)]<sup>13</sup>. Full information on the Issuer and the offer of the Warrants is only available on the basis of the Prospectus, any supplements thereto and these Final Terms. The Prospectus and any supplements thereto are available for viewing at the Issuer's website ([*website to be included.*]) and copies may be obtained from ING Bank N.V. at Foppingadreef 7, 1102 BD Amsterdam, the Netherlands (E-mail: [info@sprinters.nl](mailto:info@sprinters.nl)).

Prospective investors should carefully consider the section “Risk Factors” in the Prospectus.

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]*

*[When completing any final terms, adding any other final terms or information, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.]*

## GENERAL DESCRIPTION OF THE WARRANTS

1	(a) Series number of the Warrants:	[●] [See paragraph 3 below]
	(b) Whether or not the Warrants are to be consolidated and form a single series with the Warrants of an existing series:	[●] [The Warrants will be consolidated and form a single Series with [ <i>identify earlier Tranches</i> ] on [ <i>specify date/the Issue Date</i> ] [Not Applicable]
2	(a) The type of Warrant which may be Index Warrants, Share Warrants, Currency Warrant, Commodity Warrants or Government Bond Warrants:	[●]
	(b) Whether such Warrants are Dutch Warrants, European Warrants or Polish Warrants:	[Dutch Warrants] [European Warrants] [Polish Warrants] <i>(Delete as applicable)</i>
	(c) Whether such Warrants are Long Warrants	[Long Warrants] [Short Warrants]

<sup>12</sup> Include this where the Offer Period will continue after the expiration of the Prospectus under which it was commenced, provided that a succeeding Prospectus is approved and published no later than the last day of validity of the previous Prospectus.

<sup>13</sup> Delete in the case of a Tranche of Exempt Securities

	or Short Warrants:	<i>(Delete as applicable)</i>								
3	Number of Warrants being issued:	<div>[•]</div> <table border="1"> <tr> <td>[Series number]</td><td>[ISIN]</td><td>[Number]</td></tr> <tr> <td>[•]</td><td>[•]</td><td>[•]</td></tr> </table>			[Series number]	[ISIN]	[Number]	[•]	[•]	[•]
[Series number]	[ISIN]	[Number]								
[•]	[•]	[•]								
4	Issue price per Warrant:	<div>[•]</div> <table border="1"> <tr> <td>[Series number]</td><td>[Issue price per Warrant]</td></tr> <tr> <td>[•]</td><td>[•]</td></tr> </table>			[Series number]	[Issue price per Warrant]	[•]	[•]		
[Series number]	[Issue price per Warrant]									
[•]	[•]									
5	Trade Date:	[•]								
6	Issue Date:	[•]								
7	Underlying Reference Currency:	<div>[•] [Not Applicable]</div> <i>(Specify Not Applicable only if the Currency Warrant Provisions apply)</i> <table border="1"> <tr> <td>[Series number]</td><td>[Underlying Reference Currency]</td></tr> <tr> <td>[•]</td><td>[•]</td></tr> </table>			[Series number]	[Underlying Reference Currency]	[•]	[•]		
[Series number]	[Underlying Reference Currency]									
[•]	[•]									
8	Settlement Currency:	<div>[•]</div> <table border="1"> <tr> <td>[Series number]</td><td>[Settlement Currency]</td></tr> <tr> <td>[•]</td><td>[•]</td></tr> </table>			[Series number]	[Settlement Currency]	[•]	[•]		
[Series number]	[Settlement Currency]									
[•]	[•]									
9	Strike Price	<div>[•] <i>(If the Currency Warrant Provisions apply, express as a bid-price (if the Warrants are Long Currency Warrants) or an ask-price (if the Warrants are Short Currency Warrants) in respect of the Underlying FX Rate. Otherwise, express as a monetary value in the Underlying Reference Currency)</i></div> <table border="1"> <tr> <td>[Series number]</td><td>[Strike Price] <i>(If the Currency Warrant Provisions apply, express as a bid-price (if the Warrants are Long Currency Warrants) or an ask-price (if the Warrants are Short Currency Warrants) in respect of the Underlying FX Rate. Otherwise, express as a monetary value in the Underlying Reference Currency)</i></td></tr> </table>			[Series number]	[Strike Price] <i>(If the Currency Warrant Provisions apply, express as a bid-price (if the Warrants are Long Currency Warrants) or an ask-price (if the Warrants are Short Currency Warrants) in respect of the Underlying FX Rate. Otherwise, express as a monetary value in the Underlying Reference Currency)</i>				
[Series number]	[Strike Price] <i>(If the Currency Warrant Provisions apply, express as a bid-price (if the Warrants are Long Currency Warrants) or an ask-price (if the Warrants are Short Currency Warrants) in respect of the Underlying FX Rate. Otherwise, express as a monetary value in the Underlying Reference Currency)</i>									

		[•]	[•]
10	Parity:	[•]	
		[Series number]	[Parity]
		[•]	[•]
11	Exercise Date:	[•]	
		[Series number]	[Exercise Date]
		[•]	[•]
12	Cash Settlement Amount:	As specified in the [Index] [Share] [Currency] [Commodity] [Government Bond] Warrant Conditions [Other – specify] (Delete as appropriate)	
13	Applicable Business Day Centre(s) for the purposes of the definition of “Business Day”:	[•]	

**ADDITIONAL SPECIFIC PRODUCT RELATED PROVISIONS:**

14	<b>Index Warrant Conditions</b>	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)	
	(i) Details of the Index:	[•] (The details should include the name of the Index and (if composed by the Issuer) a description of the Index or (if not composed by the Issuer) where information about the Index can be obtained)	
		[Series number]	[Details of the Index]
		[•]	[•]
	(ii) Exchange:	As specified in the Index Warrant Conditions	
	(iii) Index Sponsor:	[As specified in the Index Warrant Conditions][Other – specify]	
	(iv) Change in Law:	[As specified in the Index Warrant Conditions][Other – specify]	
	(v) Hedging Disruption Event:	[As specified in the Index Warrant Conditions][Other – specify]	



	(vi) Deduction of costs in respect of the Hedging Arrangement:	[As specified in Index Warrant Conditions 2(A) and 2(B)][ <i>Other – specify</i> ]					
15	Share Warrant Conditions	[Applicable/Not Applicable]  <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>  <i>(When making any such amendments consideration should be given to as to whether such terms constitute "significant new factors" and consequently trigger the need for a supplement to the prospectus under Article 23 of the Prospectus Regulation)</i>					
	(i) Share:	[•] <table><tr><td>[Series number]</td><td>[Share]</td></tr><tr><td>[•]</td><td>[•]</td></tr></table> <i>(Include description of the share including the ISIN (International Security Identification Number) or other such security identification code)</i>		[Series number]	[Share]	[•]	[•]
	[Series number]	[Share]					
	[•]	[•]					
	(ii) Share Issuer:	[•] <table><tr><td>[Series number]</td><td>[Share Issuer]</td></tr><tr><td>[•]</td><td>[•]</td></tr></table>		[Series number]	[Share Issuer]	[•]	[•]
	[Series number]	[Share Issuer]					
	[•]	[•]					
(iii) Exchange:	[[•]/[As specified in the Share Warrant Conditions] <table><tr><td>[Series number]</td><td>[Exchange]</td></tr><tr><td>[•]</td><td>[•]</td></tr></table> <i>(Delete as appropriate)</i>		[Series number]	[Exchange]	[•]	[•]	
[Series number]	[Exchange]						
[•]	[•]						
(iv) Exchange Traded Fund:	[Applicable/Not Applicable]  <i>(If not applicable, delete sub-paragraphs (v) and (vi))</i>						
(v) Underlying Index:	[specify] <table><tr><td>[Series number]</td><td>[Underlying Index]</td></tr><tr><td>[•]</td><td>[•]</td></tr></table>		[Series number]	[Underlying Index]	[•]	[•]	
[Series number]	[Underlying Index]						
[•]	[•]						
(vi) Underlying Index Exchange:	[specify] <table><tr><td>[Series number]</td><td>[Underlying Index Exchange]</td></tr><tr><td>[•]</td><td>[•]</td></tr></table>		[Series number]	[Underlying Index Exchange]	[•]	[•]	
[Series number]	[Underlying Index Exchange]						
[•]	[•]						
	(vii) Change in Law:	[As specified in the Share Warrant Conditions][ <i>Other – specify</i> ]					
	(viii) Hedging Disruption Event:	[As specified in the Share Warrant					

		Conditions][ <i>Other – specify</i> ]	
	(ix) Deduction of costs in respect of the Hedging Arrangement:	[As specified in Share Warrant Conditions 2(A), 2(C)(i), 3(i) and 4][ <i>Other – specify</i> ]	
	(x) Price Correction:	[Three Business Days, as specified in Share Warrant Condition 6][ <i>Other – specify</i> ]	
16	<b>Currency Warrant Conditions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>	
	(i) Details of the Underlying FX Rate:	[•]	
		[Series number]	[Details of Underlying FX Rate]
		[•]	[•]
	(ii) Relevant Screen Page:	[•]	
		[Series number]	[Relevant Screen Page]
		[•]	[•]
	(iii) Underlying Currency:	[•]	
		[Series number]	[Underlying Currency]
		[•]	[•]
	(iv) Reference Currency:	[•]	
		[Series number]	[Reference Currency]
		[•]	[•]
	(v) Valuation Time:	[•]	
		[Series number]	[Valuation Time]
		[•]	[•]
	(vi) Corrections:	[Three Business Days, as specified in the Currency Warrant Condition 2(B)][ <i>Other – specify</i> ]	
17	<b>Commodity Warrant Conditions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>	
	(i) Commodity:	[•]	
		[Series number]	[Commodity]
		[•]	[•]

(ii) Commodity Reference Price:	[Initially Bloomberg Code [•] and after the first Rollover Date the Bloomberg Page referring to the relevant Futures Contract] / [specify- other] <table border="1" data-bbox="900 349 1410 479"> <tr> <td data-bbox="900 349 1155 434">[Series number]</td> <td data-bbox="1155 349 1410 434">[Commodity Reference Price]</td> </tr> <tr> <td data-bbox="900 434 1155 479">[•]</td> <td data-bbox="1155 434 1410 479">[•]</td> </tr> </table>	[Series number]	[Commodity Reference Price]	[•]	[•]
[Series number]	[Commodity Reference Price]				
[•]	[•]				
(iii) Price Source/Reference Dealers	[•] <table border="1" data-bbox="900 537 1410 703"> <tr> <td data-bbox="900 537 1155 658">[Series number]</td> <td data-bbox="1155 537 1410 658">[Price Source/Reference Dealers]</td> </tr> <tr> <td data-bbox="900 658 1155 703">[•]</td> <td data-bbox="1155 658 1410 703">[•]</td> </tr> </table>	[Series number]	[Price Source/Reference Dealers]	[•]	[•]
[Series number]	[Price Source/Reference Dealers]				
[•]	[•]				
(iv) Specified Price:	[•] <table border="1" data-bbox="900 761 1410 860"> <tr> <td data-bbox="900 761 1155 810">[Series number]</td> <td data-bbox="1155 761 1410 810">[Specified Price]</td> </tr> <tr> <td data-bbox="900 810 1155 860">[•]</td> <td data-bbox="1155 810 1410 860">[•]</td> </tr> </table>	[Series number]	[Specified Price]	[•]	[•]
[Series number]	[Specified Price]				
[•]	[•]				
(v) Delivery Dates:	[(i) First nearby month of expiration or (ii) the month of expiration with the highest volumes, as determined by the Calculation Agent] / [Not Applicable] / [specify – other] <table border="1" data-bbox="900 1025 1410 1124"> <tr> <td data-bbox="900 1025 1155 1075">[Series number]</td> <td data-bbox="1155 1025 1410 1075">[Delivery Dates]</td> </tr> <tr> <td data-bbox="900 1075 1155 1124">[•]</td> <td data-bbox="1155 1075 1410 1124">[•]</td> </tr> </table>	[Series number]	[Delivery Dates]	[•]	[•]
[Series number]	[Delivery Dates]				
[•]	[•]				
(vi) Rollover Date:	[A date, as determined by the Calculation Agent, in the period commencing on the previous Rollover Date (or in the case of the first Rollover Date the Issue Date) and ending not less than 5 Commodity Business Days prior to the last trading date of the relevant Futures Contract of the Commodity] [Not Applicable] / [specify – other] <table border="1" data-bbox="900 1438 1410 1536"> <tr> <td data-bbox="900 1438 1155 1487">[Series number]</td> <td data-bbox="1155 1438 1410 1487">[Rollover Date]</td> </tr> <tr> <td data-bbox="900 1487 1155 1536">[•]</td> <td data-bbox="1155 1487 1410 1536">[•]</td> </tr> </table>	[Series number]	[Rollover Date]	[•]	[•]
[Series number]	[Rollover Date]				
[•]	[•]				
(vii) Exchange:	[•] <table border="1" data-bbox="900 1585 1410 1684"> <tr> <td data-bbox="900 1585 1155 1635">[Series number]</td> <td data-bbox="1155 1585 1410 1635">[Exchange]</td> </tr> <tr> <td data-bbox="900 1635 1155 1684">[•]</td> <td data-bbox="1155 1635 1410 1684">[•]</td> </tr> </table>	[Series number]	[Exchange]	[•]	[•]
[Series number]	[Exchange]				
[•]	[•]				
(viii) Valuation Time:	[•] <table border="1" data-bbox="900 1738 1410 1836"> <tr> <td data-bbox="900 1738 1155 1787">[Series number]</td> <td data-bbox="1155 1738 1410 1787">[Valuation Time]</td> </tr> <tr> <td data-bbox="900 1787 1155 1836">[•]</td> <td data-bbox="1155 1787 1410 1836">[•]</td> </tr> </table>	[Series number]	[Valuation Time]	[•]	[•]
[Series number]	[Valuation Time]				
[•]	[•]				
(ix) Market Disruption Event:	(i) a Price Source Disruption: [Applicable]/[Not Applicable]				

		<div>(ii) Trading Disruption: [Applicable]/[Not Applicable]</div> <div>(iii) Disappearance of Commodity Reference Price: [Applicable]/[Not Applicable]</div> <div>(iv) Tax Disruption: [Applicable]/[Not Applicable]</div> <div>(v) Material Change in Content: [Applicable]/[Not Applicable]</div> <div>(vi) Material Change in Formula: [Applicable]/[Not Applicable]</div> <div>(vii) Early Closure: [Applicable]/[Not Applicable]</div> <div>(viii) De Minimis Trading: [Applicable]/[Not Applicable]</div> <div>(ix) Change in Law: [Applicable]/[Not Applicable]</div> <div>(x) Hedging Disruption: [Applicable]/[Not Applicable]</div>				
	(x) Deduction of costs in respect of the Hedging Arrangement:	[As specified in Commodity Warrant Conditions 2(A)][ <i>Other – specify</i> ]				
	(xi) Corrections:	[Three Business Days, as specified in the Commodity Warrant Condition 2(B)][ <i>Other – specify</i> ]				
18	<b>Government Bond Warrant Conditions</b>	[Applicable/Not Applicable]  <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>				
	(i) Reference Asset:	[[●] Future (initially Bloomberg Code [●] and after the first Rollover Date the Bloomberg Page referring to the Substitute Asset)] / [ <i>other – specify</i> ]  Reference Asset Price: <table><tr><td>[Series number]</td><td>[Reference Asset]</td></tr><tr><td>[●]</td><td>[●]</td></tr></table>	[Series number]	[Reference Asset]	[●]	[●]
	[Series number]	[Reference Asset]				
[●]	[●]					

	(ii) Rollover Date:	<p>[A date, as determined by the Calculation Agent, in the period commencing on the previous Rollover Date (or in the case of the first Rollover Date the Issue Date) and ending not less than 5 Business Days prior to the last trading date of the Reference Asset upon which notice to deliver the Reference Asset may be given in accordance with the rules of the relevant Exchange] / [other – specify]</p> <table border="1" data-bbox="900 533 1414 633"> <tr> <td data-bbox="900 533 1155 577">[Series number]</td><td data-bbox="1155 533 1414 577">[Rollover Date]</td></tr> <tr> <td data-bbox="900 577 1155 633">[•]</td><td data-bbox="1155 577 1414 633">[•]</td></tr> </table>	[Series number]	[Rollover Date]	[•]	[•]
[Series number]	[Rollover Date]					
[•]	[•]					
	(iii) Exchange:	<p>[•]</p> <table border="1" data-bbox="900 685 1414 786"> <tr> <td data-bbox="900 685 1155 730">[Series number]</td><td data-bbox="1155 685 1414 730">[Exchange]</td></tr> <tr> <td data-bbox="900 730 1155 786">[•]</td><td data-bbox="1155 730 1414 786">[•]</td></tr> </table>	[Series number]	[Exchange]	[•]	[•]
[Series number]	[Exchange]					
[•]	[•]					
	(iv) Valuation Time:	<p>[•]</p> <table border="1" data-bbox="900 837 1414 938"> <tr> <td data-bbox="900 837 1155 882">[Series number]</td><td data-bbox="1155 837 1414 882">[Valuation Time]</td></tr> <tr> <td data-bbox="900 882 1155 938">[•]</td><td data-bbox="1155 882 1414 938">[•]</td></tr> </table>	[Series number]	[Valuation Time]	[•]	[•]
[Series number]	[Valuation Time]					
[•]	[•]					
	(v) Market Disruption Events:	<p>(i) Price Source Disruption: [Applicable]/[Not Applicable]</p> <p>(ii) Trading Disruption: [Applicable]/[Not Applicable]</p> <p>(iii) Disappearance of Reference Asset Price: [Applicable]/[Not Applicable]</p> <p>(iv) Tax Disruption: [Applicable]/[Not Applicable]</p> <p>(v) Material Change in Content: [Applicable]/[Not Applicable]</p> <p>(vi) Material Change in Formula: [Applicable]/[Not Applicable]</p> <p>(vii) Early Closure: [Applicable]/[Not Applicable]</p> <p>(viii) Governmental Authority Default: [Applicable]/[Not Applicable]</p> <p>(ix) Nationalisation: [Applicable]/[Not Applicable]</p> <p>(x) De Minimis Trading: [Applicable]/[Not Applicable]</p> <p>(xi) Moratorium:</p>				

		[Applicable]/[Not Applicable]
	(vi) Corrections:	[Three Business Days, as specified in the Commodity Warrant Condition 2(B)][ <i>Other – specify</i> ]

**[Third Party Information]**

[*Relevant third party information*] [[●] has been extracted from [*specific 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 [*specific source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: .....

*Duly authorised*

By: .....

*Duly authorised*

## PART B – OTHER INFORMATION

### 1 LISTING

(i) Listing:	[Euronext in Amsterdam / Warsaw Stock Exchange ( <i>Gięda Papierów Wartościowych w Warszawie S.A.</i> ) / the Frankfurt Stock Exchange / None]
(ii) Admission to trading:	<p>[Application [has been made] [is expected to be made] by the Issuer (or on its behalf) for the Warrants to be admitted to trading on [Euronext in Amsterdam / Warsaw Stock Exchange (<i>Gięda Papierów Wartościowych w Warszawie S.A.</i>) / the Frankfurt Stock Exchange / Other (<i>specify</i>)] with effect from [•].]</p> <p>[Not Applicable.]</p> <p>[The Warrants will be consolidated and form a single Series with the Existing Warrants which are admitted to trading on [Euronext in Amsterdam / Warsaw Stock Exchange (<i>Gięda Papierów Wartościowych w Warszawie S.A.</i>) / the Frankfurt Stock Exchange / other (<i>specify</i>)] (<i>Include where documenting a fungible issue whereby original Warrants are already admitted to trading.</i>)</p>
(iii) Estimate of total expenses related to admission to trading:	<p>[•]</p> <p>(<i>Consider if disclosed under paragraph 4</i>)</p>

### 2 RATINGS

Ratings:	The Warrants to be issued will not be rated
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### 3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[Save for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the offer of the Warrants has an interest material to the offer. The Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.][Not Applicable.]

### 4 [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) [Reasons for the offer	<p>[•]</p> <p>(<i>See “Use of Proceeds” wording in the Securities Note - if reasons for offer different from making profit and/ or hedging certain risks will need to include those reasons here.</i>)</p>
(ii) Estimated net proceeds	<p>[•]</p> <p>(<i>If proceeds are intended for more than one use will need to split out and present in order of priority. If</i></p>

	<i>proceeds insufficient to fund all proposed uses state amount and sources of other funding.)</i>
(iii) Estimated total expenses	<p>[•] [Include breakdown of expenses]</p> <p><i>[Indicate the amount of any expenses and taxes specifically charged to the subscribers or purchasers]</i></p> <p>[The terms of the Public Offer do not provide for any expenses and/or taxes to be charged to any subscriber and/or purchaser of the Warrants.]]<sup>14</sup></p>

## 5 INFORMATION CONCERNING THE UNDERLYING

*[Need to include details of where information on the past and future performance and volatility of the underlying can be obtained, the name of the issuer(s) of the underlying and, if applicable, ISIN/other identification code of the underlying]*

[Underlying]	Information on the underlying can be obtained on [source of information][free of charge]
[•]	[•]

## 6 [PERFORMANCE OF RATE[S] OF EXCHANGE

*Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained]*

## 7 POST-ISSUANCE INFORMATION

*[Indicate whether or not Issuer intends to provide post-issuance information. If so, specify what information will be reported and where such information can be obtained.]*

## 8 OPERATIONAL INFORMATION

(i) ISIN Code:	[●]		
	[Series number]	[ISIN Code]	[WKN]
	[●]	[●]	[●]
(ii) Common Code:	[●]		
	[Series number]	[Common Code]	
	[●]	[●]	
(iii) CFI:	[●] [Not Applicable]		
(iv) FISN:	[●] [Not Applicable]		
	(If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not		

<sup>14</sup> Delete in the case of a Tranche of Warrants that are Exempt PR Securities or Exempt Securities



	<i>Applicable</i> )	
(v) Other relevant code:	[•] [Not Applicable]	
	[Series number]	[Other relevant code]
	[•]	[•]
(vi) Name of the Principal Warrant Agent:	[ING Bank N.V. ]/[BNP Paribas Securities Services S.C.A., Poland Branch]/[•] <i>(Delete as appropriate)</i>	
(vii) [Trade date:	[•]] <i>(Only include if non-syndicated; delete if not applicable)</i>	

## 9 DISTRIBUTION

(i) Details of any clearing system other than Clearstream Banking AG, Eschbom:	[Euroclear Netherlands] [Clearstream Banking AG, Eschbom] [Polish National Depository for Securities ( <i>Krajowy Depozyt Papierów Wartościowych w Warszawie S.A.</i> )] <i>(Delete as appropriate)</i>
(a) details of the appropriate clearing code/number:	[•]
(b) further details regarding the form of Warrants:	[Applicable]/[Not Applicable]
(ii) [Simultaneous offer:] <i>(If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been reserved for certain of these, indicate such tranche here)</i>	[•]
(iii) Non-exempt offer:	[Not Applicable] [An offer of Warrants may be made by the Issuer [and the Dealers] and the Authorised Offerors other than pursuant to Article 3(2) of the Prospectus Regulation in Belgium, France, Germany, the Netherlands and Poland (the “ <b>Public Offer Jurisdiction[s]</b> ”) [during the period from [ <i>specify date</i> ] until [ <i>specify date</i> ] (the “ <b>Offer Period</b> ”).]
(iv) Prohibition of Sales to EEA Retail Investors:	[Applicable]/[Not Applicable] <i>(If the Warrants clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Warrants may constitute “packaged” products and no “key information document” will be prepared, “Applicable” should be specified.)</i>
(v) Prohibition of Sales to UK Retail Investors:	[Applicable]/[Not Applicable] <i>(If the Warrants clearly do not constitute “packaged”</i>

	<i>products, “Not Applicable” should be specified. If the Warrants may constitute “packaged” products and no “key information document” will be prepared, “Applicable” should be specified.)</i>
(vi) Prohibition of Sales to Belgian Consumers	[Applicable]/[Not Applicable]  [Advice should be taken from Belgium counsel before disapplying this selling restriction.]

## 10 [GENERAL

(i) Conditions to which the offer is subject:	[There is no subscription period and the offer of Warrants is not subject to any conditions imposed by the Issuer. [As between the Authorised Offerors and their customers, offers of the Warrants are further subject to conditions as may be agreed between them and/or as specified in the arrangements in place between them.]] [●] ( <i>delete rest of the paragraph if there is no subscription period.</i> )
(ii) Total amount of the offer; if the amount is not fixed, description of the arrangements and time for announcing the definitive amount to the public:	[Not Applicable] [●]
(iii) Description of the application process:	[Not Applicable] [A prospective Warrantholder should contact the applicable Authorised Offeror in the applicable Public Offer Jurisdiction prior to the end of the Offer Period. A prospective Warrantholder will subscribe for the Warrants in accordance with the arrangements existing between such Authorised Offeror and its customers relating to the subscription of securities generally. Warrantholders will not be required to enter into any contractual arrangements directly with the Issuer in connection with the subscription of the Warrant.] [●]
(iv) Description of possibility to reduce subscriptions:	[Not Applicable] [The terms of the Public Offer do not provide for any reductions of subscriptions.] [●]
(v) Manner for refunding excess amount paid by applicants:	[Not Applicable] [The terms of the Public Offer do not provide for any refunds of excess amounts paid by applicants.] [●]
(vi) Minimum and/or maximum amount of application:	[Not Applicable] [There are no pre-identified allotment criteria. The Authorised Offerors will adopt allotment criteria in accordance with customary market practices and applicable laws and regulations.] [●]
(vii) Method and time limit for paying up the securities and for delivery of the Warrants:	[Not Applicable] [Investors will be notified by the relevant Authorised Offeror of their allocations of Warrants and the settlement arrangements in respect

	thereof. The Warrants will be issued on the Issue Date against payment to the Issuer of the net subscription moneys.] [●]
(viii) Manner and date on which results of the offer are to be made public:	[Not Applicable] [Investors will be notified by the Issuer or any applicable financial intermediary of their allocations of Warrants and the settlement procedures in respect thereof.] [●]
(ix) Procedure for exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised:	[Not Applicable] [The terms of the Public Offer do not provide for a procedure for the exercise of any right of pre-emption or negotiability of subscription rights.] [●]
(x) Categories of potential investors to which the Warrants are offered and whether tranche(s) have been reserved for certain countries:	[Not Applicable] [Offers may be made by the Authorised Offerors in each of the Public Offer Jurisdictions [to any person during the Offer Period]. In other European Economic Area countries [and in all jurisdictions (including the Public Offer Jurisdictions) outside of the Offer Period], offers will only be made by the Issuer [and any Dealers] pursuant to an exemption under the Prospectus Regulation. All offers of the Warrants will be made in compliance with all applicable laws and regulations.] [●]
(xi) Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable] [A prospective Warrantholder will receive 100 per cent. of the amount of the Warrants allocated to it during the Offer Period. Prospective Warrantholders will be notified by the applicable Authorised Offeror in accordance with the arrangements in place between such Authorised Offeror and the prospective Warrantholders. No dealings in the Warrants on a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU may take place prior to the Issue Date.] [●]
(xii) Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable] [The terms of the Public Offer do not provide for any expenses and/or taxes to be charged to any subscriber and/or purchaser of the Warrants.] [●]
(xiii) Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[Not Applicable] [Any Authorised Offerors who comply with the terms for consent to use of the Prospectus as described in the Prospectus] <sup>15</sup>

<sup>15</sup> Delete in the case of a Tranche of Warrants that are Exempt PR Securities or Exempt Securities

**[ANNEX  
[ISSUE SPECIFIC SUMMARY OF THE WARRANTS<sup>16</sup>  
[•]**

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<sup>16</sup> Annex to be inserted only in the case of a Tranche of Warrants that are Non-Exempt PR Securities

## **USE OF PROCEEDS**

Unless specified otherwise in the applicable Final Terms, the net proceeds from each issue of Securities will be applied by the Issuer for its general corporate purposes.

## TAXATION

*The information in this section does not address the tax consequences in connection with the purchase of the Securities in any other jurisdiction than the jurisdictions mentioned below. Any prospective purchaser of Securities should consult his or her own tax adviser regarding the tax consequences of acquiring, holding, redeeming and/or disposing of Securities in its particular circumstances. In particular, Securityholders should be aware that the tax legislation of any jurisdiction where a Securityholder is resident or otherwise subject to taxation (as well as the jurisdictions discussed below) may have an impact on the tax consequences of an investment in the Securities including in respect of any income received from the Securities.*

### Tax Warning

Potential investors and sellers of Securities should be aware that they may be required to pay stamp taxes or other documentary taxes or fiscal duties or charges in accordance with the laws and practices of the country where the Securities are transferred or other jurisdictions. In addition, payments of interest on the Securities, or income derived from the Securities, may be subject to taxation, including withholding taxes, in the jurisdiction of the Issuer, in the jurisdiction of the holder of Securities, or in other jurisdictions in which the holder of Securities is required to pay taxes. Any such tax consequences may have an impact on the net income received from the Securities.

Prospective investors should carefully consider the tax consequences of investing in the Securities and consult their own tax adviser about their own tax situation. Finally, potential investors should be aware that tax regulations and their application by the relevant taxation authorities change from time to time, with or without retroactive effect. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

## DUTCH TAXATION

*The following summary does not purport to be a comprehensive description of all Dutch tax considerations that could be relevant for holders of the Securities. This summary is intended as general information only. Each prospective holder should consult a professional tax adviser with respect to the tax consequences of an investment in the Securities in its particular circumstances. This summary is based on Netherlands tax legislation and published case law in force as of 25 March 2022. It does not take into account any developments or amendments thereof after that date, whether or not such developments or amendments have retroactive effect.*

*For the purpose of this Dutch taxation section, it is assumed that the Issuer is a resident of the Netherlands for Dutch tax purposes.*

*For the purposes of this summary, “the Netherlands” shall mean that part of the Kingdom of the Netherlands that is in Europe.*

### Scope

Regardless of whether or not a holder of Securities is, or is treated as being, a resident of the Netherlands, with the exception of the section on withholding tax below, this summary does not address the Dutch tax consequences for such a holder:

- (i) having a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and holders of Securities of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a

person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5 per cent. or more of the total issued capital of the Issuer or of 5 per cent. or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in the Issuer;

- (ii) who is a private individual and may be taxed in box 1 for the purposes of Netherlands income tax (*inkomstenbelasting*) as an entrepreneur (*ondernemer*) having an enterprise (*onderneming*) to which the Securities are attributable, or who may otherwise be taxed in box 1 with respect to benefits derived from the Securities;
- (iii) who is a person to whom the Securities and the income from the Securities are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Netherlands Gift and Inheritance Tax Act 1956 (*Successiewet 1956*);
- (iv) which is a corporate entity and a taxpayer for the purposes of Netherlands corporate income tax (*vennootschapsbelasting*), having a participation (*deelneming*) in the Issuer within the meaning of article 13 of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*);
- (v) which is a corporate entity and an exempt investment institution (*vrijgestelde beleggingsinstelling*) or investment institution (*beleggingsinstelling*) for the purposes of Netherlands corporate income tax, a pension fund, or otherwise not a taxpayer or exempt for corporate income tax purposes;
- (vi) which is an entity which is a resident of Aruba, Curaçao or Sint Maarten having an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba, to which permanent establishment or permanent representative the Securities are attributable;
- (vii) which is a partnership resident of the Netherlands or entered into under Dutch law which is considered a reverse hybrid (*omgekeerd hybride lichaam*) as defined in article 2(12) of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*); or
- (viii) which is not considered to be the beneficial owner (*uiteindelijk gerechtigde*) of benefits derived from the Securities.

This summary does not address the Netherlands tax consequences where it concerns Securities that are redeemable in exchange for, or convertible into, shares. The Netherlands tax consequences for such holder of the exercise, settlement or redemption of such Securities and/or any Netherlands tax consequences for such holder after the moment of exercise, settlement or redemption are not described in this summary.

### **Withholding tax**

All payments made by the Issuer under the Securities may – except in certain very specific cases as described below - be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, provided that the Securities do not in fact function as equity of the Issuer within the meaning of article 10, paragraph 1, letter d, of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

Dutch withholding tax may apply on certain (deemed) interest due and payable to an affiliated (*gelieerde*) entity of the Issuer if such entity (i) is considered to be resident of a jurisdiction that is listed in the

yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*), or (ii) has a permanent establishment located in such jurisdiction to which the interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation of another person, or (iv) is not considered to be the recipient of the interest in its jurisdiction of residence because such jurisdiction treats another (lower-tier) entity as the recipient of the interest (hybrid mismatch), or (v) is not treated as resident in any jurisdiction (also a hybrid mismatch), or (vi) is a reverse hybrid whereby the jurisdiction of residence of a participant that has a qualifying interest (*kwalificerend belang*) in the reverse hybrid treats the reverse hybrid as tax transparent and that participant would have been taxable based on one (or more) of the items in (i)-(v) above had the interest been due to him directly, all within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*). Provided that no payments of interest are made by the Issuer under a Note to an entity affiliated to the Issuer that meets one of the conditions as stated under (i) – (vi) above, payments of interest made by the Issuer under a Note shall not become subject to withholding tax on the basis of the Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

### **Income tax**

**Resident holders:** A holder who is a private individual and a resident, or treated as being a resident of the Netherlands for the purposes of Netherlands income tax, must record the Securities as assets that are held in box 3. Taxable income with regard to the Securities is then determined on the basis of a deemed return on the holder's yield basis (*rendementsgrondslag*) at the beginning of the calendar year insofar as the yield basis exceeds a €50,650 threshold (*heffingvrij vermogen*), rather than on the basis of income actually received or gains actually realised. Such yield basis is determined as the fair market value of certain qualifying assets held by the holder of the Securities, less the fair market value of certain qualifying liabilities at the beginning of the calendar year. The fair market value of the Securities will be included as an asset in the holder's yield basis. The holder's yield basis is allocated to up to three brackets for which different deemed returns apply. The first bracket includes amounts up to and including €50,650, which amount will be split into a 67% low-return part and a 33% high-return part. The second bracket includes amounts in excess of €50,650 and up to and including €962,350, which amount will be split into a 21% low-return part and a 79% high-return part. The third bracket includes amounts in excess of €962,350, which will be considered high-return in full. For 2022 the deemed return on the low-return parts is negative 0.01% and on the high-return parts is 5.53%. The deemed return on the holder's yield basis is taxed at a rate of 31% (in 2022).

**Non-resident holders:** A holder who is a private individual and neither a resident, nor treated as being a resident of the Netherlands for the purposes of Netherlands income tax, will not be subject to such tax in respect of benefits derived from the Securities, unless such holder is entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise which is effectively managed in the Netherlands, to which enterprise the Securities are attributable.

### **Corporate income tax**

**Resident holders:** A holder that is a corporate entity and for the purposes of Netherlands corporate income tax, a resident, or treated as being a resident, of the Netherlands, is taxed in respect of benefits derived from the Securities at rates of up to 25.80% (in 2022).

**Non-resident holders:** A holder that is a corporate entity and for the purposes of Netherlands corporate income tax, is neither a resident, nor treated as being a resident, of the Netherlands, will not be subject to corporate income tax, unless such holder has an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands, a Netherlands Enterprise (*Nederlandse onderneming*), to which Netherlands Enterprise the Securities are attributable, or such holder is (other than by way of securities) entitled to a share in the profits of an enterprise or a co-entitlement to the net



worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Securities are attributable. Such holder is taxed in respect of benefits derived from the Securities at rates of up to 25.80% (in 2022).

### **Gift and inheritance tax**

Resident holders: Netherlands gift tax or inheritance tax (*schenk- of erfbelasting*) will arise in respect of an acquisition (or deemed acquisition) of Securities by way of a gift by, or on the death of, a holder of Securities who is a resident, or treated as being a resident, of the Netherlands for the purposes of Netherlands gift and inheritance tax.

Non-resident holders: No Netherlands gift tax or inheritance tax will arise in respect of an acquisition (or deemed acquisition) of Securities by way of a gift by, or on the death of, a holder of Securities who is neither a resident, nor treated as being a resident, of the Netherlands for the purposes of Netherlands gift and inheritance tax.

### **Other taxes**

No Netherlands value added tax (*omzetbelasting*) will arise in respect of any payment in consideration for the issue of Securities, with respect to any cash settlement of Securities or with respect to the delivery of Securities. Furthermore, no Dutch registration tax, capital tax, transfer tax or stamp duty (nor any other similar tax or duty) will be payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of Securities.

## **BELGIAN TAXATION**

### **General**

*The following summary describes the principal Belgian tax considerations with respect to the holding of the Securities.*

*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. In some cases, different rules can be applicable. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.*

*This summary is based on Belgian tax legislation, treaties, rules, and administrative interpretations with respect to Belgian income taxes and similar documentation, in force as of 25 March 2022, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect.*

*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.*

### **Taxes on income and capital gains**

#### ***Resident individual private investors***

Individuals who are Belgian residents for tax purposes, i.e. individuals subject to the Belgian individual income tax (“*Personenbelasting*”/“*Impôt des personnes physiques*”), and who hold the Securities as a private investment are subject to the following income tax treatment in Belgium with respect to the Securities. 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 are speculative in nature.

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° Belgian Income Tax Code 1992), in the case of a realisation of the Securities prior to repurchase or redemption by the Issuer, the income equal to the pro rata of accrued interest corresponding to the detention period. Fixed income securities include securities where there is a causal link between the amount of interest income and the detention 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. Furthermore, 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.). According to the circular letter, such structured products qualify as fixed income securities if their terms and conditions include one or more of the following features: (a) a (conditional) minimum return; (b) capital protection; (c) a periodic coupon payment; or (d) determination of income during the lifetime of the securities using a “ratchet” system.

Payments of interest on the Securities made through a paying agent in Belgium will in principle be subject to a 30% withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes the final income tax for Belgian resident individuals. This means that they do not have to declare the interest obtained on the Securities in their personal income tax return, provided Belgian withholding tax was levied on these interest payments. They may nevertheless elect to declare interest in respect of the Securities in their personal income tax return.

If no Belgian withholding tax has been withheld, the interest (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return.

Interest income which is declared in the annual personal income tax return will in principle be taxed at a flat rate of 30% (or at the progressive personal tax rate taking into account the taxpayer’s other declared income, whichever is more beneficial). No local surcharges will be due. If the interest payment is declared, any Belgian withholding tax retained may be credited against the income tax liability and any excess amount will in principle be refundable, all in accordance with the applicable legal provisions.

Capital gains realised upon the sale of the Securities, are in principle tax exempt, except if the capital gains are realised outside the scope of the management of one’s private estate or are speculative in nature (in which case the capital gain will be taxed at 33 per cent. plus local municipality surcharge) or except to the extent that the capital gains qualify as interest (as defined above). Capital losses realized upon the disposal of the Securities held as non-professional investment are in principle not tax deductible. Other tax rules apply to Belgian resident individuals who do not hold the Securities as a private investment.

### ***Tax treatment of resident corporations***

Corporations that are Belgian residents for tax purposes, i.e. corporations subject to Belgian Corporate Income Tax (“*Vennootschapsbelasting*”/“*Impôt des sociétés*”) are subject to the following income tax treatment in Belgium with respect to the Securities.

Interest derived by Belgian resident investors on the Securities and capital gains realised on the Securities will be subject to Belgian corporate income tax at the ordinary rate of currently 25%. Furthermore, small and medium-sized companies (as defined by Article 1:24, §1 to §6 of the Belgian Companies and Associations Code) are taxable, subject to conditions, at the reduced corporate income tax rate of currently 20% for the first tranche of EUR 100,000 of their taxable base. Capital losses on the Securities are in principle tax deductible.

Payments of interest (as defined in the section “Resident individual private investors”) on the Securities made through a paying agent in Belgium will in principle be subject to a 30% withholding tax in Belgium

(calculated on the interest received after deduction of any non-Belgian withholding taxes). However, the interest on the Securities (except Securities which provide for the capitalisation of interest) can under certain circumstances be exempt from withholding tax, provided a special certificate is delivered. The Belgian withholding tax that has been levied is, subject to certain conditions, 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.

### ***Tax treatment of Organisations for Financing Pensions***

Belgian pension fund entities that have the form of an Organisation for Financing Pensions within the meaning of the Law of 27 October 2006 on the activities and supervision for occupational retirement provision (*Wet van 27 oktober 2006 betreffende het toezicht op de instellingen voor bedrijfspensioenvoorziening/Loi du 27 octobre 2006 relative au contrôle des institutions de retraite professionnelle*) (“OFP”) are subject to Belgian Corporate Income Tax (“*Vennootschapsbelasting*”/“*Impôt des sociétés*”). OFPs are subject to the following tax treatment in Belgium with respect to the Securities.

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 OFPs. Capital losses on the Securities are not tax deductible. Subject to certain conditions, any Belgian withholding tax that has been levied on interest payments on the Securities is creditable and refundable in accordance with the applicable legal provisions.

### ***Other resident 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 withholding tax treatment in Belgium with respect to the Securities.

Payments of interest (as defined above in the section “Resident individual private investors”) on the Securities made through a paying agent in Belgium will in principle be subject to a 30% withholding tax in Belgium and no further tax on legal entities will be due on the interest. However, if the interest is paid outside Belgium, i.e. without the intervention of a Belgian paying agent and without deduction of the Belgian withholding tax, the legal entity itself is required to declare and pay the Belgian 30% withholding tax to the Belgian treasury.

Capital gains realised on the sale of the Securities are in principle tax exempt, unless and to the extent that they qualify as interest (as defined above). Capital losses on the Securities are in principle not tax deductible.

### ***Tax treatment of Belgian non-residents***

The interest income 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 is subject to a 30% Belgian withholding tax, unless the holder of Securities is resident in a country with which Belgium has concluded a double taxation agreement and delivers the required affidavit.

Non-resident holders that have not allocated the Securities to business activities in Belgium can also obtain an exemption of Belgian withholding tax on interest if the interest is paid through a Belgian credit institution, a Belgian stock market company or a Belgian clearing or settlement institution and provided that the non-resident (i) is the legal owner or usufructory of the Securities, (ii) has not allocated the Securities to

business activities in Belgium and (iii) delivers an affidavit confirming his non-resident status and the fulfilment of conditions (i) and (ii).

If the holder of Securities is a Belgian branch of a foreign company to which the Securities are attributable, the rules applicable to Belgian corporations (see above) will apply. Non-resident holders of Securities 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.

### **Stock exchange tax and tax on repurchase transactions**

A stock exchange tax will be levied on the purchase and sale in Belgium of the Securities on the secondary market through a professional intermediary. The rate applicable for secondary sales and purchases in Belgium through a professional intermediary is 0.12%, with a maximum amount of €1,300 per transaction and per party. A separate tax is due from each of the seller and the purchaser, both collected by the professional intermediary.

Following the Law of 25 December 2016, the scope of application of the stock exchange tax has been extended as of 1 January 2017 to secondary market transactions of which the order is directly or indirectly made to a professional intermediary established outside of Belgium by (i) a private individual with habitual residence in Belgium or (ii) a legal entity for the account of its seat or establishment in Belgium (both referred to as a “**Belgian Investor**”). In such case, the tax on the stock exchange transactions is, according to the Belgian tax administration, due by the Belgian Investor unless the Belgian Investor can demonstrate that the tax on the stock exchange transactions 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 (“*bordereau*”/“*borderel*”), 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 can 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 towards the Belgian Treasury for tax on stock exchange transactions and to comply with the reporting obligations and the obligations relating to the order statement (“*bordereau*”/“*borderel*”) in that respect. If such a Stock Exchange Tax Representative has paid the tax on stock exchange transactions due, the relevant Belgian Investor will, as per the above, no longer be the debtor of the tax on stock exchange transactions.

A tax on repurchase transactions (“*taxe sur les reports*”) at the rate of 0.085% subject to a maximum of €1,300 per party and per transaction, will be due from each party to any such transaction entered into or settled in Belgium in which a professional intermediary for stock transactions acts for either party.

However, neither of the taxes referred to above will be payable by exempt persons acting for their own account, including investors who are not Belgian residents, provided they deliver an affidavit to the financial intermediary in Belgium confirming their non-resident status, and certain Belgian institutional investors as defined in article 126.1,2° of the Code of miscellaneous duties and taxes (“*Wetboek diverse rechten en taken/Code des droits et taxes divers*”) for the tax on stock exchange transactions and article 139, §2 of the same code for the tax on repurchase transactions.

As stated above, the European Commission has published a proposal for a Directive for a common financial transactions tax. The proposal currently stipulates that once the FTT enters into force, the participating Member States shall not maintain or introduce taxes on financial transactions other than the FTT (or VAT as provided in the Council Directive 2006/112/EC of November 28, 2006 on the common system of

value added tax). For Belgium, the tax on stock exchange transactions and the tax on repurchase transactions should thus be abolished once the FTT enters into force. The proposal is still subject to negotiation between the participating Member States and therefore may be changed at any time.

### **Tax on the physical delivery of Securities in bearer form**

A tax of 0.6% is levied upon the physical delivery of Securities in bearer form pursuant to their acquisition on the secondary market through a professional intermediary. The same tax applies to the conversion of Securities in registered form into Securities in bearer form and to the physical delivery of Securities in bearer form pursuant to a withdrawal of these Securities from open custody.

The tax on the delivery of Securities in bearer form is due either on the sums payable by the purchaser, or on the sales value of the Securities as estimated by the custodian in the case of a withdrawal from open custody or by the person asking for the conversion of the Securities in case of conversion of Securities in registered form into Securities in bearer form. The tax is payable by the issuer, the professional intermediary or the custodian.

The physical delivery of Securities in bearer form to recognised Belgian professional intermediaries (such as credit institutions), acting for their own account, is exempt from the above tax.

### **Tax on Securities Accounts**

Pursuant to the Belgian Law of 17 February 2021 on the introduction of an annual tax on securities accounts, an annual tax 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 0.15 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 first reference period runs from 26 February 2021 to 30 September 2021. 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 Belgian 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 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, (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 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 (*Trésor/Thesaurie*) 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 corresponds with the deadline for filing the annual tax return for personal income tax purposes electronically, irrespective whether the Belgian resident is an individual or a legal entity. 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.

Anti-abuse provisions, retroactively applying from 30 October 2020, are also introduced: a rebuttable general anti-abuse provision and two irrebuttable specific anti-abuse provisions. The latter cover (i) the splitting of a securities account into multiple securities accounts held at the same intermediary and (ii) the conversion of taxable financial instruments, held on a securities account, into registered financial instruments.

Several requests for annulment of the law introducing the tax on securities accounts have been filed with the Constitutional Court. If the Constitutional Court were to annul the tax on securities accounts without upholding its effects, all taxpayers will be authorised to claim restitution of the tax already paid.

Prospective investors are strongly advised to seek their own professional advice in relation to the tax on securities accounts.

## **FRENCH TAXATION**

*This summary is based on tax laws and taxation practice, as in effect and applied as of 25 March 2022 and is intended to provide general information only. This section does not address all French tax considerations that may be relevant to an investor. In some cases, different rules and specific exemptions can be applicable, depending, in particular, on the characterisation of the Securities for French tax purposes or on the specific tax situation of the investor. Tax laws, taxation practices and their interpretation are constantly under change, which changes may sometimes have a retroactive effect and may change the conclusions set out in this summary.*

*This summary assumes that the Securities the securites will be treated as debt securities under French tax law and dinterest on the Securities does not have a French source, and in particular that the Issuer is not a tax resident for French tax purposes and do not act through a permanent establishment in France in relation to the Securities. It is also based on the assumption that there will be no substitution of the Issuer and do not address the consequences of any such substitution (notwithstanding that such substitution may be permitted by the terms and conditions of the Securities).*

*Investors should seek professional advice with respect to the tax consequences of an investment in the Securities, taking into account the particular aspects of their situation.*

## **Withholding tax**

Income paid or accrued on Securities by the Issuer, to the extent such Securities are not issued through a French branch or permanent establishment of the Issuer, is not subject to withholding tax in France.

### **Individual resident Securityholders**

#### *Taxation of income*

The income deriving from the Securities, including redemption premiums are generally treated as interest from a French tax perspective.

Interest and other income received by French resident holders of Securities treated as debt instruments for French tax purposes who are individuals and who do not hold their Securities in connection with a business they carry on, are taxable in the hands of the investor to income tax and social contributions following a two-step process.

Interest and other similar revenues received by French tax resident individuals are first subject to a non-discharging withholding tax (“*prélèvement forfaitaire non libératoire*” - PFNL) withheld at a flat-rate of 12.8% as well as 17.2% of social contributions. The PFNL is considered to be an advance payment on the final tax liability. The PFNL must be withheld and reported by the Paying Agent if such agent is established in France. If the Paying Agent is established outside of France, the taxpayer is responsible for paying the social contributions and the income tax prepayment directly to the French tax authorities no later than the 15th day of the month following the payment of interest and other similar revenues. If the Paying Agent is established in an EU or EEA member state, it can however be appointed by the taxpayer to do so.

Upon final taxation, the income paid to a French tax resident individual is then in principle taxed at a flat rate of 30% (12.8% of income tax and 17.2% of social contributions – together referred to as the “*prélèvement forfaire unique*” or PFU) or, upon election, under the ordinary progressive brackets of income tax (the election would apply on all investment income and capital gains) at a standard progressive rate of up to 45%. If the French tax resident individual elects for the application of the ordinary progressive brackets, a 6.8% portion of the aforementioned social contributions should be deductible from the taxable income of the following tax year.

Should the amount of the PFNL exceed the final tax liability, the difference would be refunded to the French resident individual.

If the French resident individual receives income subject to a withholding tax in the Issuer’s jurisdiction, a French tax credit may be available under the applicable tax treaty.

#### *Taxation of capital gains*

Capital gains derived from the disposal of the Securities should in principle be subject to the PFU, at a global rate of 30% (12.8% of personal income tax and 17.2% of social contributions). If the French tax resident individual elects for the application of the ordinary progressive brackets, a 6.8% portion of the aforementioned social contributions should be deductible from the taxable income of the following tax year. Absent such election, no portion of social contributions will be deductible from the taxable income.

If French tax resident Securityholders dispose of the Securities at a loss, capital losses can in principle be offset against capital gains recognized during the same year and having the same nature, the excess being carried forward for a maximum of 10 years. Conversely, capital losses will not be otherwise deductible for income tax purposes.

In case of settlement, redemption or other forms or repayment by way of physical delivery of shares, the taxation of the corresponding income may, in certain circumstances, be deferred until the disposal of the received shares. French resident individuals should consult their advisors regarding these aspects.

*Exceptional contribution on high income ( “Contribution exceptionnelle sur les hauts revenus ”)*

An exceptional contribution on high income may be applicable to French tax resident Securityholders where its "reference income" exceeds EUR 250,000 for a single person or EUR 500,000 for a couple taxed on a joint basis.

The "reference income" for the relevant fiscal year would include income and gains realised in relation to the Securities.

This contribution is equal to 3% of the fraction of the “reference income“ above EUR 250,000 for a single person (or EUR 500,000 for a couple) and 4% on the "reference income" over EUR 500,000 for a single person (or EUR 1 million for a couple).

*Gift and inheritance taxes*

Subject to the provisions of the relevant bilateral tax treaty, French gift or inheritance taxes would be levied on the transfer of the Securities by way of gift by, or on the death of, a French tax resident Securityholder, if:

- (a) the Securityholder is a resident in France; or
- (b) the beneficiary is resident in France and has been so resident for at least six years over the ten preceding years; or
- (c) if both the Securityholder and the beneficiary are non-French residents, the transferred assets are located in France.

Assets considered as located in France would include receivables and other forms of debt instruments over a debtor which is established in France.

The amount of tax depends, in particular, on the kinship between the individuals concerned.

**Corporate resident Securityholder**

*Corporate income tax and additional contribution – general aspects*

As a general rule, income or capital gains in relation to the Securities are subject to corporate income tax at the standard rate of 25% (or to dspecific rates applicable depending on a company’s turnover and the level of its taxable profits) on an accruals basis. Additional contributions may also be applicable to corporate income tax contribution at a 3.3% rate if the amount of corporate income tax due by the taxpaying company is higher than EUR 763,000.

Capital losses are generally treated as ordinary losses which may be set off against operational profits. The remaining losses may be carried forward indefinitely, but their use is limited, for a given year, to EUR 1 million plus 50% of the taxable profit exceeding this amount. Besides, an option can be made by the Securityholder in order to carry back the losses against its prior taxable result but limited to the taxable profit and up to the limit of EUR 1 million.

If the French corporate resident Securityholder receives income subject to a withholding tax in the Issuer’s jurisdiction, a French tax credit may be available under the applicable tax treaty.

*Taxation of interest and redemption premiums*



In principle, interest payments are taxed at the above-mentioned standard corporate income tax rate (or the reduced rate applicable to small companies where the relevant conditions are met) on the basis of accrued interest.

Any redemption premium would be taxed at the above-mentioned standard corporate income tax rate (or to reduced rates applicable to small and medium companies meeting certain requirements). However, if the estimated value of the redemption premium exceeds the purchase value of the Securities by 10% or more and the average issue price of the Securities is less than 90% of the estimated redemption value, such premium is spread according to the actuarial method so as to be taxed until the maturity on an annual basis.

If the French corporate resident holder of Securities receives income subject to a withholding tax in the Issuer's jurisdiction, a French tax credit may be available under the applicable tax treaty.

#### *Taxation of Capital gains*

Capital gains derived from the disposal of the Securities by corporate resident holders should be taxable at the standard rate. The taxable gain should be reduced by the amount of the fraction of interest and redemption premiums taxed under the actuarial method.

In case of settlement, redemption or other forms or repayment by way of physical delivery of shares, the taxation of the corresponding income may, in certain circumstances, be deferred until the disposal of the received shares. French corporate resident holders of Securities should consult their advisors regarding these aspects.

#### **Nonresident holders of Securities**

Income and capital gains derived from the Securities, received by individuals who are not residents for tax purposes in France nor corporate investors who have neither their corporate seat nor their effective place of management in France, are not taxable in France unless the Securities form part of the business property of a permanent establishment in France.

#### **Transfer Taxes**

The subscription, purchase or subsequent sale of Securities is not in principle subject to transfer tax in France. However, the following may be relevant in connection with Securities which are settled or redeemed by way of physical delivery of French shares:

- (a) The settlement, redemption or other forms or repayment by way of physical delivery of outstanding shares in French companies should generally give rise to French transfer taxes pursuant to administrative guidelines. The conversion or exchange of Securities against shares issued by a public company whose registered office is located in France for consideration is, in principle, subject to a 0.1% transfer tax<sup>17</sup> (the "**French Transfer Tax**"), provided, in the case of shares listed on a recognised stock exchange, that the transfer is evidenced by a written deed or agreement (*BOI-ENR-DMTOM-40-10-10 n°50*).
- (b) A financial transaction tax (the "**French Financial Transaction Tax**") is imposed, subject to certain exceptions, on certain acquisitions of French shares (or certain assimilated securities) which are listed on a recognised stock exchange where the relevant issuer's stock market capitalisation exceeds EUR 1 billion (on 1st December of the previous calendar year). The rate of the French Financial Transaction Tax is 0.3% of the acquisition price of the transaction. There are a number of

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<sup>17</sup> Other rates and specific rules may apply in specific circumstances (e.g. a 0.3% rate if the shares have been issued by a French private company or a French partnership, or a 5% rate if the shares have been issued by a real estate company for French transfer tax purposes).

exemptions from the French Financial Transaction Tax and investors shall revert to their counsel to identify whether they can benefit from them.

- (c) If the French Financial Transaction Tax is effectively due in respect of a transaction that would normally trigger the payment of the French Transfer Tax mentioned in (a) above, an exemption in respect of the French Transfer Tax is applicable.

## GERMAN TAXATION

*The following is an overview addressing only the German compulsory withholding tax treatment of income arising from the Securities. This overview is based on the laws and regulations in full force and effect in Germany as of 25 March 2022, which may be subject to change in the future, potentially with retroactive effect. The summary does not deal with any other German tax implications of acquiring, holding or disposing of the Securities. Investors should be aware that the comments below are of a general nature and do 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 sale of the Securities.*

### *Residents of Germany*

On 25 March 2022, there is in the Federal Republic of Germany no statutory obligation for the Issuer to withhold or deduct any German withholding tax (*Kapitalertragsteuer*) from payments of interest and repayment of capital on the Securities as well as gains from the disposal, redemption, repayment or assignment of the Securities.

However, if the Securities are kept or administered in a domestic securities deposit account by a German credit institution (*Kreditinstitut*) or financial services institution (*Finanzdienstleistungsinstitut*) (or with a German branch of a foreign credit or financial services institution), or with a German securities trading company (*Wertpapierhandelsunternehmen*) or a German securities trading bank (*Wertpapierhandelsbank*) (altogether a “**German Disbursing Agent**”), the German Disbursing Agent will withhold the tax in an amount of 25 per cent. plus a 5.5 per cent. solidarity surcharge thereon (resulting in a total withholding tax charge of 26.375 per cent) on payments of interest. The same withholding applies to any gains from the disposal, redemption, repayment or assignment of Securities except for any gains derived by German resident corporate holders and upon application by individual holders holding the Securities as business assets. If the Securities were disposed, redeemed, repaid or assigned after being transferred to another securities deposit account, the 25 per cent. withholding tax (plus a 5.5 per cent. solidarity surcharge thereon) would be levied on 30 per cent. of the proceeds from the disposal, redemption, repayment or assignment, as the case may be, unless the investor or the previous depository bank was able and allowed to prove evidence for the investor's actual acquisition costs to the new current German Disbursing Agent.

The applicable withholding tax rate is in excess of the aforementioned rate if church tax is collected for an individual investor by way of withholding which 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*).

### *Non-residents of Germany*

In general, non-residents of Germany are not subject to German withholding tax, subject to meeting certain further requirements. However, withholding tax may nevertheless be applicable in certain exceptional cases, e.g. if the Securities are presented for payment or credit at the offices of a German Disbursing Agent (over-the-counter transaction).

## ITALIAN TAXATION

*The following is a summary of certain Italian tax consequences of the purchase, the ownership and the disposal of the Securities. The statements herein are based on the laws and/or practices in force as of 25 March 2022, which are subject to any changes occurring after such date, even with retroactive effects. The Issuer will not update this summary to reflect changes in law and/or practice. The following summary does not purport to be a comprehensive description of all the 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 or commodities) may be subject to special rules.*

*Prospective investors are advised to consult their own tax advisors 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, through which the Securityholders purchase indirectly underlying financial instruments; or
- (b) they represent a debt instrument implying a "use of capital" (*impiego di capitale*), through which the Securityholders transfer to the Issuer a certain amount of capital, for the economic exploitation of the same, subject to the right to obtain a (*partial or entire*) reimbursement of such amount at maturity.

### **Securities representing derivative financial instruments or bundles of derivative financial instruments**

#### ***Italian resident Securityholders***

Where the Italian resident Securityholder is (i) an individual not engaged in an entrepreneurial activity to which the Securities are connected, (ii) a partnership (other than a società in nome collettivo or società in accomandita semplice or similar commercial partnership) or a de facto partnership not carrying out commercial activities or professional associations, or (iii) a private or public entity other than company, trust not carrying out mainly or exclusively commercial activities, the Italian State and public and territorial, payments in respect of Securities qualifying as securitised derivative financial instruments as well as capital gains realised on any sale or transfer for consideration or exercise or redemption thereof are subject to a 26 per cent. substitute tax (*imposta sostitutiva*). Said recipients may opt for one of the following three taxation regimes:

- (a) Under the "*regime della dichiarazione*" (the "**Tax Declaration Regime**"), which is the standard regime for taxation of capital gains, the 26 per cent. *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all payments in respect of Securities and all capital gains, net of any incurred capital loss, realised pursuant to all disposals of the Securities carried out during any given tax year. The overall capital gains realised in any tax year, net of any relevant incurred capital loss, must be reported in the annual tax return and the *imposta sostitutiva* must be paid 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.
- (b) As an alternative to the tax declaration regime, Securityholders as listed above may elect to pay under the "*risparmio amministrato*" regime provided for by Art. 6 of Legislative Decree 21 November 1997, No. 461 ("**Decree No. 461**") (the "**Administrative Savings Regime**") the *imposta sostitutiva* separately on payments received in respect of Securities and capital gains realised on each sale or redemption of the Securities. Such separate taxation of capital gains is allowed subject to (i) the

Securities being deposited with Italian banks, “*società di intermediazione mobiliare*” (“**SIMs**”) or certain authorised financial intermediaries and (ii) an express election for the Administrative Savings Regime being timely made in writing by the relevant Securityholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or 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 Administrative Savings Regime, 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 Administrative Savings Regime, the Securityholder is not required to declare the capital gains in the annual tax return.

- (c) Any payments received and any capital gains accrued by the Securityholder as listed above who have entrusted the management of their financial assets, including the Securities, to an authorised intermediary and have opted for the so-called “risparmio gestito” regime provided for by Art. 7 of Decree No. 461 (the “**Asset Management Regime**”) 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. *imposta sostitutiva*, to be paid by the managing authorised intermediary. Under the Asset Management Regime, 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. Under the Asset Management Regime, the Securityholder is not required to declare the capital gains realised in the annual tax return.

Any gain realized from the sale or redemption of the Securities would be treated as part of the taxable income subject to the general Italian corporate tax regime (corporate income tax, “**IRES**”, is generally applicable at 24 per cent., possibly increased to 27.5 per cent. in case the Securityholder is a credit or a financial institution other than a management company of an undertaking for collective investment or a SIM) or to personal income taxation (as business income), as the case may be, according to the ordinary rules (personal income tax, “**IRPEF**”, is generally applicable at progressive rates between 23% up to 43% plus regional and municipal surtaxes) and, in certain circumstances, depending on the tax “status” of the Securityholders, also as part of the net value of production for purposes of regional tax on productive activities (“**IRAP**”, generally applicable at 3.9 per cent. - 4.65 per cent. and 5.90 per cent. in case, respectively, of banks and other financial institutions and insurance companies - and possibly varied up to 0.92 per cent. by certain Italian regions) if realised by: (i) an Italian resident company or a similar commercial entity; (ii) an Italian resident commercial partnership or similar commercial entity; (iii) an Italian permanent establishment of a foreign entity to which the Securities are effectively connected; or (iv) an Italian resident individual engaged in an entrepreneurial activity to which the Securities are connected.

Under the current regime provided for by Law Decree 25 September 2001, No. 351, converted with amendments by Law 23 November 2001, No. 410, any capital gain realized by a Securityholder which is an Italian resident real estate investment fund established pursuant to Article 37 of Legislative Decree 24 February 1998, No. 58, as amended and supplemented, and Article 14-bis of Law 25 January 1994, No. 86 or an Italian SICAF to which the provisions of Legislative Decree 4 March 2014, No. 44, applies (the “**Real Estate UCIs**”) is subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Real Estate UCI. The income of the Real Estate UCI, depending on the status and percentage of participation by the unitholders/shareholders, is (i) directly subject to tax in their hands or (ii) subject to a withholding tax at the rate of 26 per cent. upon redemption or disposal of the units/shares.

Any capital gain realised by a Securityholder which is an Italian resident open-ended or closed-ended collective investment fund, a SICAV and/or a SICAF not mainly investing in real estate assets and not governed by Legislative Decree 4 March 2014, No. 44 (the “UCIs”) will neither be subject to *imposta sostitutiva* nor to any form of taxation in the hands of the UCIs. A withholding tax may apply in certain circumstances at the rate of 26 per cent. on distributions made by the UCI to certain categories of Securityholders.

Any capital gain realised by a Securityholder which is an Italian pension fund (subject to the regime provided for by Article 17 of the Legislative Decree 5 December 2005, No. 252, as subsequently amended, “**Decree No. 252**”) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent. annual substitute tax (the “**Pension Fund Tax**”).

### ***Non-Italian resident Securityholders***

Any capital gain realised by a non-Italian resident Securityholder without a permanent establishment in Italy to which the Securities are effectively connected from the sale or redemption of the Securities is not subject to Italian taxation, provided that the Securities (i) are transferred on regulated markets in Italy or abroad, or (ii) (a) are not transferred on regulated markets but are held outside of Italy and (b) are deposited with an Italian bank or other resident intermediary (or permanent establishment in Italy of foreign intermediary) or are sold through an Italian bank or other resident intermediary (or permanent establishment in Italy of foreign intermediary) or in any case an Italian resident intermediary (or permanent establishment in Italy of foreign intermediary) intervenes in the payment of capital gains on such Securities, to the extent that, the Securityholder timely files with the Italian bank or other intermediary a self-declaration stating that it is not resident in Italy for tax purposes.

Moreover, even if the Securities are held in Italy, no Italian *imposta sostitutiva* applies on any capital gains realised upon sale for consideration or redemption of the Securities if the non-Italian resident beneficial owner of the Securities with no permanent establishment in Italy to which the Securities are effectively connected is resident for tax purposes in a State or territory which allows an adequate exchange of information with the Italian tax authorities and is listed in the Italian Ministerial Decree dated 4 September, 1996 as amended and supplemented from time to time (last amendment being made by Italian Ministerial Decree dated 23 March 2017) (the “**White List**”). According to Article 11, par. 4, let. c) of Decree 239 the White List will be updated every six months period. 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, 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.

A non-Italian resident individual or an entity 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 and is taxed only in the country of tax residence of the recipient, will not be subject to the *imposta sostitutiva* in the Republic of Italy on any capital gain realised upon the sale or redemption of Securities. In such a case, in order to benefit from this exemption from Italian taxation on capital gains, a non-Italian resident Securityholder who holds the Securities with an

Italian authorised financial intermediary and elects to be subject to the Asset Management Regime or is subject to the Administrative Savings Regime, may be required to produce in due time to the Italian authorised financial intermediary appropriate documents which include, *inter alia*, a statement from the competent tax authorities of the country of residence.

Please note that for a non-Italian resident Securityholder, the Administrative Savings Regime shall automatically apply, unless it is expressly waived this regime, where the Securities are deposited in custody or administration with an Italian resident authorised financial intermediary or permanent establishment in the Republic of Italy of a foreign intermediary.

### **Securities representing debt instruments implying a “use of capital” - Securities having 100 per cent. capital protection guaranteed by the Issuer**

#### **Taxation of interest**

##### ***Italian Resident Securityholders***

Legislative Decree 1 April 1996, No. 239 (“**Decree No. 239**”), as subsequently amended, regulates the tax treatment of interest, premiums and other income (including the difference between the redemption amount and the issue price) (hereinafter collectively referred to as “**Interest**”) from Securities issued, *inter alia*, by non-Italian resident entities. The provisions of Decree No. 239 only apply to those Securities which qualify as *obbligazioni* or *titoli similari alle obbligazioni* (securities similar to bonds) pursuant to Article 44 of Presidential Decree 22 December 1986, No. 917 (“**Decree No. 917**”). In accordance with Article 44 of Decree No. 917, for securities to qualify as *obbligazioni* or *titoli similari alle obbligazioni*, they must (i) incorporate an unconditional obligation to pay at maturity an amount not less than that indicated therein, and (ii) attribute to the holders no direct or indirect right to control or participate to the management of the Issuer.

Where the Italian resident Securityholder, who is the beneficial owner of the Securities, is (i) an individual holding Securities otherwise than in connection with entrepreneurial activity, or (ii) a partnership (other than a *società in nome collettivo* or a *società in accomandita semplice* or a similar partnership) or a de facto partnership not carrying out commercial activities or a professional association, or (iii) a private or public entity other than a company, or a trust not carrying out mainly or exclusively commercial activities, the Italian State and a public and territorial entity, or (iv) an investor exempt from Italian corporate income taxation, Interest payments relating to the Securities are subject to a tax, referred to as *imposta sostitutiva*, levied at the rate of 26 per cent. (either when Interest is paid or when payment thereof is obtained by the holder on a sale of the Securities). Such investors are qualified as “net recipients” (unless the Securityholders referred to under (i), (ii) and (iii) above have entrusted the management of their financial assets, including the Securities, to an authorised intermediary and have opted for the Asset Management Regime).

Where the resident holders of the Securities described above under (i), (ii) and (iii) above are engaged in an entrepreneurial activity to which the Securities are connected, the *imposta sostitutiva* applies as a provisional income tax. Interest will be included in the relevant beneficial owner's Italian income tax return and will be subject to Italian ordinary income taxation and the *imposta sostitutiva* may be recovered as a deduction from Italian income tax due.

Subject to certain conditions (including a minimum holding period), Interest in respect of Securities issued by the Issuer that qualify as *obbligazioni* or *titoli similari alle obbligazioni*, received by Italian resident individuals holding the aforesaid Securities not in connection with an entrepreneurial activity may be exempt from taxation, including the 26 per cent. *imposta sostitutiva*, if such Securities are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) pursuant to Article 1, paragraphs 100 – 114, of Law No. 232 of 11 December 2016 (**Law No. 232**) as subsequently amended and restated from time to time and for long-term individual savings account established from 1 January 2020 by Article 13-bis of Law

Decree No. 124 of 26 October 2019, converted by Law No. 157 of 19 December 2019, as applicable from time to time (“**Decree No. 124**”), as subsequently amended and restated from time to time.

Where an Italian resident Securityholder is an individual not tax resident of Italy for at least 9 of the past 10 years, who transferred his/her tax residence in Italy and opted for the application of the substitute tax regime provided for by Article 24-bis of Decree No. 917, any foreign-sourced income, including Interest in respect of Securities held out of Italy, would be globally subject to a substitute tax of EUR 100,000.00 which is substitutive of any income tax due on such foreign-sourced income.

Pursuant to Decree No. 239, the 26 per cent. *imposta sostitutiva* is applied by banks, SIMs, fiduciary companies, *società di gestione del risparmio* (“**SGRs**”) stock brokers and other qualified entities identified by a decree of the Ministry of Finance (“**Intermediaries**” and each an “**Intermediary**”) resident in Italy, or by permanent establishments in Italy of a non Italian resident Intermediary, that intervene, in any way, in the collection of Interest or, also as transferees, in transfers or disposals of the Securities. For the purpose of the application of the *imposta sostitutiva*, a transfer of securities includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant securities or in a change of the Intermediary with which the securities are deposited.

Where the Securities are not deposited with an authorised Italian Intermediary (or with a permanent establishment in Italy of a foreign Intermediary), the *imposta sostitutiva* is applied and withheld by any Italian Intermediary paying Interest to the Securityholder. If Interest on the Securities are not collected through an Intermediary or any entity paying interest and as such no *imposta sostitutiva* is levied, the Italian resident beneficial owners qualified as “net recipients” will be required to include Interest in their yearly income tax return and subject them to a final substitute tax at a rate of 26 per cent. The Italian resident Securityholder may elect instead to pay IRPEF at the applicable progressive rates in respect of the Interest; if so, the Securityholder should generally benefit from a tax credit for withholding taxes applied outside of Italy, if any.

Where an Italian resident Securityholder is a company or similar commercial entity pursuant to Article 73 of Decree No. 917 or a permanent establishment in Italy of a foreign company to which the Securities are effectively connected and the Securities are deposited with an authorised Intermediary, Interest from the Securities will not be subject to the *imposta sostitutiva*, but must be included in the relevant Securityholder’s income tax return and are therefore subject to IRES, levied at the rate of 24 per cent. (27.5 per cent in case the Securityholder is a credit or a financial institution other than a management company of an undertaking for collective investment or a SIM) and, in certain circumstances, depending on the tax status of the Securityholders, also to IRAP - generally levied at the rate of 3.9 per cent., or at the increased of 4.65 per cent. and 5.90 per cent. for the categories of companies indicated, respectively, under Article 6 (banks and other financial institutions) and Article 7 (insurance companies) of Legislative Decree 15 December 1997, No. 446, even though Italian regions are entitled to vary the IRAP rates up to 0.92 per cent.).

Italian resident individuals, non-commercial partnerships or entities holding Securities not in connection with entrepreneurial activity who have opted for the Asset Management Regime are subject to the 26 per cent. *imposta sostitutiva* on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Securities). The 26 per cent. *imposta sostitutiva* is applied on behalf of the taxpayer by the managing authorised Intermediary.

If a Securityholder is an Italian resident Real Estate UCI and the Securities are deposited with an authorised intermediary, Interest accrued during the holding period will not be subject to the *imposta sostitutiva* but must be included in the management result of the Real Estate UCI. The income of the Real Estate UCI, depending on the status and percentage of participation by the unitholders/shareholders, is (i) directly subject to tax in their hands or (ii) subject to a withholding tax at the rate of 26 per cent. upon redemption or disposal of the units/shares.

If a Securityholder is an Italian resident UCI and the Securities are deposited with an authorised Intermediary, Interest accrued during the holding period will not be subject to *imposta sostitutiva* but must be included in the management result of the UCI. A withholding tax may apply in certain circumstances at the rate of 26 per cent. on distributions made by the UCI to certain categories of unitholders or shareholders.

Where an Italian resident Securityholder is a pension fund pursuant to Decree No. 252 and the Securities are deposited with an authorised Intermediary, Interest (including the difference between the redemption amount and the issue price) relating to the Securities and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the Pension Fund Tax. Subject to certain conditions, Interest in respect to the Securities may be excluded from the taxable base of the Pension Fund Tax pursuant to Article 1, paragraph 92, of Law No. 232 if Securities that qualify as *obbligazioni* or *titoli similari alle obbligazioni* are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) pursuant to Article 1, paragraphs 100 – 114, of Law No. 232 as subsequently amended and restated from time to time, and for long-term individual savings account established from 1 January 2020, by Article 13-bis of Decree No. 124 as subsequently amended and restated from time to time.

### **Securities not having 100 per cent. capital protection guaranteed by the Issuer – Taxation of Interest** ***Italian Resident Securityholders***

In case Securities representing debt instruments implying a “use of capital” do not guarantee the total reimbursement of the principal, under Italian tax law they should qualify as “atypical securities” (*titoli atipici*) pursuant to Law Decree 30 September 1983, No. 512 (“**Decree No. 512**”) and payments in respect of such Securities received by Italian resident individual Securityholders would be subject to the following regime:

- (a) if the Securities are placed (*collocati*) in Italy, payments made to individual investors holding the Securities not in connection with an entrepreneurial activity will be subject to a 26 per cent. final withholding tax. This withholding tax is levied by the entrusted Italian resident bank or financial intermediary, if any, that is involved in the collection of payments on the Securities, in the repurchase or in the transfer of the Securities;
- (b) if the Securities are not placed (*collocati*) in Italy or in any case where payments on the Securities are not received through an entrusted Italian resident bank or financial intermediary (that is involved in the collection of payments on the Securities, in the repurchase or in the transfer thereof) and no withholding tax is levied, the individual beneficial owners will be required to declare the payments in their income tax return and subject them to a final substitute tax at a rate of 26 per cent. The Italian individual Securityholder may elect instead to pay ordinary IRPEF at the progressive rates applicable to them in respect of the payments; if so, the Italian individual Securityholder should generally benefit from a tax credit for withholding taxes applied outside Italy, if any.

The 26 per cent. withholding tax does not apply to payments made to an Italian resident Securityholder which is (i) an Italian resident commercial partnership, (ii) an Italian resident company or a similar Italian resident commercial entity (including the Italian permanent establishment of foreign entities to which the Securities are effectively connected) and (iii) a commercial private or public institution. In particular, in such cases, payments must be included in the relevant Securityholder’s annual income tax return to be therefore subject to ordinary Italian business income taxation (and, in certain circumstances, depending on the status of the Securityholder, also to IRAP) and the beneficial owners should be generally entitled to a tax credit for any withholding tax applied outside Italy.

Subject to certain conditions, Italian resident individuals not acting in connection with an entrepreneurial activity may be exempt from any income taxation, including the withholding tax on interest,



premium and other income relating to the Securities not falling within the category of *obbligazioni* or *titoli similari alle obbligazioni* and qualifying as “atypical securities” pursuant to Article 5 of Decree No. 512 if the Securities are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) pursuant to Article 1, paragraphs 100 -114 of Law No. 232 as subsequently amended and restated from time to time and for long-term individual savings account established from 1 January 2020, by Article 13-bis of Decree No. 124 as subsequently amended and restated from time to time.

## **Securities representing debt instruments implying a “use of capital” - Taxation of interest**

### ***Non-Italian resident Securityholders***

No Italian *imposta sostitutiva* or withholding tax is applied on payments of Interest relating to the Securities issued by the Issuer that qualify as *obbligazioni* or *titoli similari alle obbligazioni* or “atypical securities” (*titoli atipici*) to a non-Italian resident Securityholder not having a permanent establishment in Italy to which the Securities are effectively connected.

If the Securities issued by a non-Italian resident issuer and beneficially owned by non-Italian residents are deposited with an Italian bank or other resident intermediary (or permanent establishment in Italy of foreign intermediary) or are sold through an Italian bank or other resident intermediary (or permanent establishment in Italy of foreign intermediary) or in any case an Italian resident intermediary (or permanent establishment in Italy of foreign intermediary) intervenes in the payment of Interest on such Securities, to ensure payment of Interest without application of Italian taxation a non-Italian resident Securityholder may be required to produce to the Italian bank or other intermediary a self-declaration stating that he/she is not resident in Italy for tax purposes.

## **Securities representing debt instruments implying a “use of capital” - Capital gains tax**

### ***Italian resident Securityholders***

The relevant capital gains regime applies under similar rules to those described above under the caption “*Securities representing derivative financial instruments or bundles of derivative financial instruments – Italian resident Securityholders*”.

Subject to certain conditions, capital gains in respect of the Securities issued by the Issuer that qualify as *obbligazioni* or *titoli similari alle obbligazioni* and “atypical securities” (*titoli atipici*) realized upon sale, transfer or redemption by Italian resident Securityholder holding the Securities not in connection with an entrepreneurial activity may be exempt from taxation, including the 26 per cent. *imposta sostitutiva*, if the Securities are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) pursuant Article 1, paragraph 100 – 114, of Law No. 232 as subsequently amended and restated from time to time, and for long-term individual savings account established from 1 January 2020, by Article 13-bis of Decree No. 124 as subsequently amended and restated from time to time.

### ***Non-Italian resident Securityholders***

The relevant capital gains regime applies under similar rules to those described above under the caption “*Securities representing derivative financial instruments or bundles of derivative financial instruments – Non-Italian resident Securityholders*”.

## **Inheritance and gift tax**

Pursuant to Law Decree 3 October 2006, No. 262, converted with amendments by Law 24 November 2006, No. 286, as subsequently amended, transfers of any valuable assets (including the Securities) as a result

of death (*mortis causa*) or *inter vivos* gift (or other transfers for no consideration) and the creation of liens on such assets for a specific purpose (*vincoli di destinazione*) are taxed as follows:

- (a) 4 per cent. if the transfer is made to spouses and direct descendants or ancestors; in this case, the transfer is subject to tax on that part of the value that exceeds EUR 1,000,000 (per beneficiary);
- (b) 6 per cent. if the transfer is made to brothers and sisters; in this case, the transfer is subject to the tax on that part of the value that exceeds EUR 100,000 (per beneficiary);
- (c) 6 per cent. if the transfer is made to relatives up to the fourth degree (*parenti fino al quarto grado*), to persons related by direct affinity as well as to persons related by collateral affinity up to the third degree (*affini in linea retta nonché affini in linea collaterale fino al terzo grado*); and
- (d) 8 per cent. in all other cases.

If the transfer is made in favour of persons with severe disabilities, the tax applies on that part of the value that exceeds EUR 1,500,000.

Moreover, an anti-avoidance rule is provided for by Article 16 of Law 18 October 2001, No. 383 in the case of a gift of assets, such as the Securities, whose sale for consideration would give rise to capital gains to be subject to the *imposta sostitutiva* provided for by Decree No. 461, as subsequently amended. In particular, if the donee sells the Securities for consideration within five years from their receipt as a gift, the latter is required to pay the relevant *imposta sostitutiva* as if the gift had never taken place.

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 in Article 1, paragraphs 100 - 114 of Law No. 232 as subsequently amended and restated from time to time and for long-term individual savings account established from 1 January 2020, in Article 13-*bis* of Decree No. 124 as subsequently amended and restated from time to time.

### Stamp Duty

Pursuant to Article 13, paragraph 2-ter, of the Tariff Part I attached to Presidential Decree 26 October 1972, No. 642, as subsequently amended, a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by financial intermediaries to their clients and relating to securities and financial instruments. The stamp duty applies at a rate of 0.20 per cent.; this stamp duty is determined on the basis of the market value or – if no market value is available – the nominal value or redemption amount of the securities held. The stamp duty can not exceed the amount of EUR 14,000 if the recipient of the periodic reporting communications is an entity (i.e., not an individual).

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 based on the period accounted.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy 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) 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.

## **Wealth Tax**

Pursuant to Law Decree 6 December 2011, No. 201 converted with amendments by Law 22 December 2011, No. 214, as subsequently amended, Italian resident individuals, non-commercial entities and partnerships and similar entities holding the Securities abroad are required to pay in its own annual tax returns a wealth tax (“**IVAFE**”) at a rate of 0.20 per cent. for each year. This tax is calculated on an annual basis on the market value of the securities at the end of the relevant year or – if no market value is available – the nominal value or the redemption value of such financial assets held abroad. Taxpayers are entitled to an Italian tax credit equivalent to the amount of any wealth tax paid in the State where the financial assets are held (up to an amount equal to the IVAFE due). The maximum wealth tax amount due is set at EUR 14,000 per year for taxpayers other than individuals. The financial assets held abroad are excluded from the scope of the wealth tax, if such financial assets are administered by Italian financial intermediaries pursuant to an administration agreement.

## **Financial Transaction Tax (“FTT”) depending on the features of the Securities**

Pursuant to Law 24 December 2012, No. 228, FTT applies to (a) transfer of ownership of shares and other participating securities issued by Italian resident companies or of financial instruments representing the aforementioned shares and/or participating securities (irrespective of whether issued by Italian resident issuers or not) (the “Relevant Securities”), (b) transactions on financial derivatives (i) the main underlying assets of which are the Relevant Securities, or (ii) whose value depends mainly on one or more Relevant Securities, as well as to (c) any transaction on certain securities (i) which allow to mainly purchase or sell one or more Relevant Securities or (ii) implying a cash payment determined with main reference to one or more Relevant Securities.

Securities could be included in the scope of application of the FTT if they meet the requirements set out above. On the other hand, Securities falling within the category of *obbligazioni* or *titoli similari alle obbligazioni* are not included in the scope of the FTT.

The FTT on derivative instruments is levied at a fixed amount that varies depending on the nature of the relevant instrument and the notional value of the transaction, and ranges between EUR 0.01875 and EUR 200 per transaction. The amount of FTT payable is reduced to 1/5 of the standard rate in case the transaction is performed on regulated markets or multilateral trading facilities of certain EU and EEA member States. The FTT on derivatives is due by each of the parties to the transactions. FTT exemptions and exclusions are provided for certain transactions and entities.

The FTT is levied and paid by the subject (generally a financial intermediary) that is involved, in any way, in the execution of the transaction. Intermediaries which are not resident in Italy but are liable to apply the FTT can appoint an Italian tax representative for the purposes of the FTT. If no intermediary is involved in the execution of the transaction, the FTT must be paid by the taxpayers.

Investors are advised to consult their own tax advisers also on the possible impact of the FTT in its particular circumstances.

## **Tax monitoring obligations**

Pursuant to Italian Law Decree 28 June 1990, No. 167, converted with amendments by Law 4 August 1990, No. 227, as amended from time to time, Italian resident individuals, non-commercial entities, non-commercial partnerships and similar entities, who are the beneficial owners of investments abroad or of foreign financial assets (including the Securities), are required to report in their yearly income tax return – for tax monitoring purposes – the amount of Securities held abroad (or beneficially owned abroad under Italian anti-money laundering provisions). This also applies in the case that at the end of the tax year, Securities are no longer held by the above Italian resident individuals and entities.

However, the above reporting obligation is not required with respect to Securities deposited for management with qualified Italian financial intermediaries and with respect to contracts entered into through their intervention, provided that the same intermediaries apply a withholding tax or *imposta sostitutiva* on any income derived from the Securities.

## **LUXEMBOURG TAXATION**

*Holders of Securities who are either tax residents of the Grand-Duchy of Luxembourg or have a permanent establishment, a permanent representative or a fixed base of business in the Grand-Duchy of Luxembourg with which the holding of the Securities would be connected will be hereafter referred to as the “Luxembourg holders of Securities”.*

*Holders of Securities do not become tax residents of the Grand-Duchy of Luxembourg or create a taxable presence therein by merely subscribing, acquiring or holding Securities unless their holding is connected with a permanent establishment or a fixed base of business they have in the Grand-Duchy of Luxembourg.*

*The statements herein regarding taxation in Luxembourg are based on the laws in force in the Grand Duchy of Luxembourg as of 25 March 2022 and are subject to any changes in law. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Securities. It does not discuss the taxation of derivatives, neither does it determine the conditions under which an instrument could be treated as equity rather than debt. The latter issue should specifically (but not exclusively) be analysed in the case of capital securities. The developments below will therefore limit themselves to the case where Securities qualify as debt under Luxembourg tax legislation. Each prospective holder or beneficial owner of Securities should consult its own tax adviser as to the Luxembourg tax consequences of the ownership and disposition of the Securities in its particular circumstances.*

### **Withholding tax**

Under Luxembourg tax law currently in effect and subject to the exceptions below, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest) or repayments of principal.

#### ***Luxembourg taxation on interest payments made to individual Luxembourg residents***

In accordance with the Luxembourg law of 23 December 2005, as amended, interest payments made by Luxembourg paying agents to Luxembourg individual residents are subject to a 20% withholding tax (“**Relibi**”). Responsibility for withholding such tax will be assumed by the Luxembourg paying agent.

In case the individual does not hold the instrument as part of his private wealth, but as part of a commercial (or independent) undertaking, the interest is fully taxable. The current top income tax rate is at 45.78 % (i.e., maximum 42% plus a solidarity surcharge of currently up to 9% on the 42%). The 20% Relibi withheld would in that case not be treated as final tax but can be credited against the Luxembourg personal income tax liability.

## **Taxation of the holders of Securities**

### ***Taxation of the Luxembourg individual taxpayers***

#### *General*

Luxembourg holders of Securities will not be liable to any Luxembourg income tax upon repayment of principal of the Securities, except if the repayments include accrued interest. Income relating to the disposal of a Certificate may qualify as a capital gain for the part not relating to accrued interest.

#### *Taxation of interest*

If the Relibi is not withheld, the interest is in principle fully taxable and reportable in the income tax return.

However, for interest paid or credited by foreign paying agents located inside the EU or EEA (but outside Luxembourg) the Luxembourg resident taxpayer may opt for the 20% self-applied income tax via a specific tax form, the deadline being 31 March of the following year. This tax is final and the interest is not reported in the individual's annual tax return. If the option is not exercised, the individual has to report the interest income in his annual tax return. In case the option is not exercised the interest is subject to the standard tax rates. The current top income tax rate is at 45.78 % (i.e., maximum 42% plus a solidarity surcharge of currently up to 9% on the 42%).

#### *Taxation of capital gains*

Capital gains (i.e. not including accrued interest) realised by a Luxembourg resident individual in the context of his private wealth are not subject to taxation unless they qualify as speculation gains (as described below) or capital gains on a substantial shareholding (as described below).

In case the Securities are held as part of the commercial (or independent) undertaking, the capital gains are in general fully taxable as these capital gains qualify as fully taxable professional income and not as gains from private wealth. Specific tax rates may apply if these instruments are sold when such commercial (independent) activity ceases or is sold.

##### **(i) Speculation gains**

Pursuant to article 99bis of the Luxembourg income tax law ("**LITL**"), a gain is treated as a "speculation gain" when the Note is sold by a Luxembourg resident individual in the context of his private wealth before the acquisition of this instrument or within a 6 month-period after the acquisition of such Note. Such "speculation gains" are subject to income tax at the normal progressive rate, with a current maximum rate at 45.78 % (i.e., maximum 42% plus a solidarity surcharge of currently up to 9% on the 42%).

No taxation will arise if the total amount of capital gains (i.e. "speculation gains") realised by a Luxembourg resident individual in the context of his private wealth over the year is less than EUR 500.

##### **(ii) Substantial shareholding**

In case the Securities could be considered as equity tainted or converted into equity, specific provisions regarding substantial shareholding should be considered. These points are not further developed as only the scenario of a Certificate qualifying as a debt is considered hereunder.

#### *Net wealth tax*

Luxembourg individual taxpayers are not subject to net wealth tax.

## ***Taxation of Luxembourg resident companies***

### ***Corporations***

In the case of a fully taxable corporation, the Relibi on interest income is not applicable because payments are made to a legal entity which is subject to corporate income tax, municipal income tax and net wealth tax. The combined rate for corporate income tax and municipal income tax is 24.94% (for a company located in Luxembourg City).

The net wealth tax at a rate of 0.5% is applicable on the tranche up to EUR 500,000,000 of the unitary value which corresponds to the net assets of the corporation with some potential adjustments to be made. The tranche exceeding EUR 500,000,000 is subject to a rate of 0.05%. A minimum net wealth tax liability of EUR 4,815 is due, if the sum of the financial assets, the amounts owed by affiliated undertakings and undertakings linked by virtue of a participating interest, the transferable securities, the cash in postal cheque accounts, the cheques for collection, the bills for collection, the cash in hand, the cash at bank, securities and bank deposits exceeds 90% of the total balance sheet and EUR 350,000.

The difference between the sale price (including accrued but unpaid interest) and the lower of the cost or book value of the Securities sold must be included in the Luxembourg companies' (*sociétés de capitaux*) corporate tax return.

### ***Partnerships (non-incorporated form)***

In case of non incorporated partnerships having business activities, the partnership may be subject to Luxembourg municipal business tax. For income and net wealth tax, such partnerships are considered as tax transparent. Hence, the partners will be subject to income tax and net wealth tax (if any) on their individual profit share.

## **Taxation of gifts and inheritances**

### ***Inheritance tax***

Inheritance from all "inhabitants" of Luxembourg is subject to inheritance duties. An "inhabitant" is defined as an individual who at the time of his/her death has established his/her domicile or the centre of management of her/his fortune in Luxembourg.

Inheritance duties are based upon the net worth of the estate, which includes all assets (including the Securities) except real estate assets located outside Luxembourg. Direct line inheritance may be exempted from inheritance duties (if conditions are met).

### ***Gift tax***

Gift taxes may be levied depending on the nature of the gift, the parties concerned and/or the location where the gift is done and/or registered.

### **Value-added tax**

No value-added tax will be due in Luxembourg in respect of payments made in consideration for the issue of the Securities, whether in respect of payments of interest and principal or in respect of the transfer of a Note.

### **Other taxes**

There is no compulsory Luxembourg registration tax (as long as the Security is considered not submitted for registration), stamp duty or any other similar tax or duty payable in Luxembourg by

Luxembourg holders of Securities as a consequence of the issuance of the Securities, nor will any of these taxes be payable as a consequence of a subsequent transfer of the Securities or redemption of the Securities.

## **POLISH TAXATION**

*The following summary outlines certain principal Polish tax law consequences resulting from investing in the Securities. It does not purport to be a comprehensive description of all potentially relevant Polish tax considerations. This summary is not tax advice; it is intended as general information only, and each prospective investor should consult a professional tax adviser with respect to the tax consequences of an investment in the Securities.*

*This summary has been prepared on the basis of the tax legislation, published case law, treaties, regulations, and published official interpretations of Polish tax law in force as of 25 March 2022, and does not take into account any developments or amendments thereto after that date, whether or not such developments or amendments operate retroactively.*

*The nature of income tax in Poland is that it is imposed on income of all natural persons and corporate bodies. Polish tax system differentiates unlimited and limited tax liability that applies to Polish tax resident and Polish non tax resident, respectively. Unlimited tax liability means that taxpayers are subject to taxation in Poland on their entire worldwide income (revenue). Limited tax liability applies to taxpayers without a place of residence for tax purposes in Poland and who shall be subject to tax liability only in respect of their income earned from Polish sources.*

*Please note that a reference to Polish income tax encompasses personal income tax (podatek dochodowy od osób fizycznych) and corporate income tax (podatek dochodowy od osób prawnych) generally. Natural persons are generally subject to personal income tax. Corporate income tax applies to legal persons, companies under organization and organizations with no legal personality (other than the companies and partnerships which are not afforded legal personality).*

### **Tax treatment of Polish tax resident individuals**

This summary does not address the Polish tax consequences where it concerns Securities that are redeemable by settlement in kind (physical delivery of the underlying assets).

### **Taxation of income gained outside the scope of business activity**

The income from the sale of the Securities by a Polish tax resident outside the scope of business activity is subject to Polish personal income tax at a flat rate of 19%. The taxable income is the positive difference between income obtained from the sale of the Securities and the costs of obtaining that income as defined in the relevant provisions of the Personal Income Tax Act. The losses may be set off against the income from the sale of other financial instruments. The same rules apply to an exercise of the Securities by cash settlement.

Incomes from sale and exercise of financial instruments received by a taxpayer in Poland and abroad are as a rule aggregated and non-Polish tax is deducted from tax calculated on aggregated amount of income. Generally, deduction cannot exceed the part of tax calculated before the deduction and proportionally corresponding to the income earned abroad.

### **Taxation of income gained within the scope of business activity**

The income from the sale of the Securities by a Polish tax resident within the scope of his business activity is subject to Polish personal income tax either at a 19% flat rate or at progressive rates of 17% (up to PLN 120,000 p.a.) and 32% on top, depending on the individual decision of the investor made until 20

January of a given tax year. Attributable costs are tax-deductible. The losses may be set off against the income resulting from the business activity. The same rules apply to an exercise of the Certificate by cash settlement.

Foreign-sourced income is accumulated with the income earned within the territory of Poland unless such income is exempted from taxation in Poland on the basis of the provisions of the relevant double tax treaty. Non-Polish tax is deducted from tax calculated on aggregated amount of income. Generally, deduction cannot exceed the part of tax calculated before the deduction and proportionally corresponding to the income earned abroad.

### **Tax treatment of Polish tax resident legal persons**

This summary does not address the Polish tax consequences where it concerns Securities that are redeemable by settlement in kind (physical delivery of the underlying assets).

The income from the sale of the Securities obtained by legal entities with their registered office or place of management in Poland is recognised as income generated from capital gains and is subject to corporate income tax levied at the rate of 19% (the lower rate of 9% provided for small or newly established taxpayers does not apply). Attributable costs are tax deductible. The losses may be set off against other income generated from capital gains. The same rules apply to an exercise of the Securities by cash settlement.

Foreign-sourced income is accumulated with the income earned within the territory of Poland unless such income is exempted from taxation in Poland on the basis of the provisions of the relevant double tax treaty. Non-Polish tax is deducted from tax calculated on aggregated amount of income. Generally, deduction cannot exceed the part of tax calculated before the deduction and proportionally corresponding to the income earned abroad.

### **Tax treatment of Polish non tax residents**

As a general rule, a holder of Securities, who is either natural or legal person and is not treated as being a tax resident of Poland will not be subject to income tax on benefits derived from the Securities, unless such non-Polish tax resident is entitled to a share in the profits of a Polish partnership (different than a joint-stock partnership) which directly holds the Securities. The exception to the above rule is applicable when Securities are admitted to public trading in Poland as part of the regulated stock exchange market. In such cases, the holder of Securities will be subject to income tax on the disposal of these Securities, or upon exercising the rights resulting from them. However, the above exception may be excluded by the provisions of the applicable treaty on avoidance of double taxation.

### **Withholding tax**

Income paid or accrued on the Securities is not subject to withholding tax in Poland, provided that interest paid under the Securities do not constitute Polish source income.

### **Civil law transactions tax**

A civil law transactions tax at the rate of 1 per cent applies to a sale or exchange of property rights, including Securities as a type of financial instrument, provided that the right attached to the Securities is exercisable in Poland, or that the right is exercisable outside of Poland but the civil law transaction was concluded in Poland and the purchaser has its registered office or place of residence in Poland. Please note that civil law transactions tax may apply exclusively in the case of sale or exchange of Securities. In the case of Securities that are exercised by its holder or ones that exercise automatically following a certain date, civil law transactions tax does not apply as long as these Securities are not subject to sale or exchange transaction.



If the transaction is generally subject to civil law transactions tax in the light of the above rules, it still may be exempted. Exempt from civil law transactions tax is, among other things, the sale of property rights that are financial instruments (e.g. securities or investment certificates):

- 1) to investment firms and foreign investment firms,
- 2) effected through investment firms and foreign investment firms,
- 3) effected as a part of organized trading,
- 4) effected outside organized trading by investment firms and foreign investment firms if such rights had been acquired by such firms as a part of organized trading, within the meaning of relevant regulations of the Polish Act on Trading in Financial Instruments.

### **Donation and inheritance tax**

Gift and inheritance tax is charged in the case of a donation or inheritance of property rights exercisable in Poland if, at the time of the donation or the inheritance, either the donor/decedent or donator/heir being an individual was a Polish resident or had a permanent place of residence in Poland, and also in the case of property rights exercisable outside the territory of Poland where, at the time of the donation or inheritance, the acquirer was a Polish resident or had a permanent place of residence in Poland. The amount of such tax depends on the relationship between donor and beneficiary, and on the value of the gift and value of the other gifts received from the same donor within the recent five years. Polish tax law on donations and inheritance also provides for certain exemptions from donation and inheritance tax, in particular for certain close family donations/inheritance as provided in the Polish Donation and Inheritance Tax Act.

### **SPANISH TAXATION**

*The following general summary does not consider all aspects of income taxation in Spain that may be relevant to a Securityholder in the light of the holder's particular circumstances and income tax situation. This summary applies to Securityholders, who are solely tax resident in Spain, and it is not intended to be, nor should it be construed to be, legal or tax advice. Likewise, it does not discuss the taxation of derivatives, neither does it determine the conditions under which an instrument could be reclassified as equity rather than debt. The tax treatment outlined below shall be therefore deemed limited to the case where Securities qualify as debt for Spanish tax purposes. It is based on Spanish tax laws and regulations, all as in effect as of 25 March 2022 and all subject to change at any time, possibly with retroactive effect. This summary does not take into account any regional or local legislation that could be of application.*

Prospective holders are urged to consult their own tax advisers as to the particular tax consequences to them of subscribing, purchasing, holding and disposing of the Securities, including the application and effect of state, local, foreign and other tax laws and the possible effects of changes in the tax laws of Spain.

As a general rule, on the basis that the Issuer is not resident in Spain for tax purposes and does not operate in Spain through a permanent establishment, as defined in the article 13.1.a of the Royal Legislative Decree 5/2004, of March 5, promulgating the Consolidated Text of the Non Resident Income Tax Law or in the applicable tax treaty, 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 of whatsoever nature imposed, levied, withheld, or assessed by Spain or any political subdivision or taxing authority thereof or therein, in accordance with applicable Spanish law.

Notwithstanding the above, investors should consider the following rules:

## **Spanish resident individuals**

### ***Personal Income Tax (PIT)***

The withholding tax regime will be as follows:

- (i) Interest paid to Securityholders who are Spanish resident individuals will be subject to Spanish withholding tax at 19 per cent. for tax period 2022 to be deducted by the custodian of the Securities or the entity in charge of collecting the income derived thereunder, provided such entities are resident for tax purposes in Spain or have a permanent establishment in the Spanish territory.
- (ii) Income obtained upon transfer of the Securities will be subject to Spanish withholding tax at 19 per cent. for tax period 2022 to be deducted by the financial entity acting on behalf of the seller, provided such entity is resident for tax purposes in Spain or has a permanent establishment in the Spanish territory.
- (iii) Income obtained upon redemption of the Securities will be subject to Spanish withholding tax at 19 per cent. for tax period 2022 to be deducted by the financial entity appointed by the Issuer (if any) for redemption of the Securities, provided such entity is resident for tax purposes in Spain or has a permanent establishment in the Spanish territory.

In any event, Securityholders who are resident for tax purposes in Spain may credit any Spanish withholding tax borne on income obtained under the Securities against their final PIT liability for the relevant fiscal year, which will be assessed according to the following rates: 19 per cent. for any income up to EUR 6,000; 21 per cent. for any income between EUR 6,000.01 and EUR 50,000; 23 per cent. for any income between EUR 50,000 and EUR 200,000; and 26 per cent. in any income above EUR 200,000.

However, when certain income included in the taxpayer's taxable base has already been taxed abroad, the taxpayer shall be entitled to a tax credit against the PIT taxable base for the lowest amount of the following: (i) the amount effectively paid abroad; or (ii) the amount resulting from applying the average tax rate to the taxable base effectively taxed abroad.

### ***Other taxes***

Individual investors resident in Spain for tax purposes should also consider potential Spanish Net Wealth Tax implications in relation to the holding of the Securities, as well as where applicable Inheritance and Gift Tax implications. Implications may vary depending on the Spanish Autonomous Region where the relevant individual is domiciled for tax purposes.

## **Spanish entities**

### ***Corporate Income Tax (CIT)***

Under certain conditions, withholding taxes may apply to Spanish taxpayers when a Spanish resident entity or a non-resident entity that operates in Spain through a permanent establishment in Spain is acting as custodian of the Securities, as a financial entity appointed by the Issuer or as a collecting agent of any income arising from the Securities (withholding tax at 19 per cent. for tax year 2022).

Please note that even if a Spanish resident custodian or similar entity acting as withholding agent were involved, no withholding on account of the final CIT liability of Spanish corporate investors will have to be deducted on income derived under the Securities if, and to the extent that, the Securities: (i) are represented in book-entry form and (ii) are admitted to trading on a Spanish secondary securities market, on the Spanish Alternative Fixed Income Market (*MARF*), or on an organised market of an OECD country, in all cases provided that certain requirements are met.

Spanish resident companies earning such income will still be subject to CIT to be reported in their annual tax return, generally at a rate of 25 per cent. However, when certain income included in the taxpayer's taxable base has already been taxed abroad, the taxpayer shall be entitled to a tax credit against the CIT taxable base for the lowest amount of the following: (i) the amount effectively paid abroad; and (ii) the amount that should have been paid in Spain in the case that such income had been obtained in Spain.

#### **Other taxes**

Please note that Spanish entities are not subject to Spanish Net Wealth Tax.

Spanish entities which acquire ownership or other rights over the Securities by inheritance, gift or legacy are not subject to the Inheritance and Gift Tax but must include the market value of the Securities in their taxable income for Spanish CIT purposes.

#### **Disclosure obligations in connection with Securities held abroad by Spanish resident natural and legal persons (form 720)**

According to Law 7/2012, of 30 October 2012, Spanish resident natural or legal persons holding certain categories of assets abroad (including inter alia all types of debt securities such as the Securities) may be potentially liable to report them to the Spanish tax authorities on a yearly basis in certain circumstances. Accordingly, any Spanish resident individual (and corporate Securityholders, despite there are wider exemptions for these) 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 reporting obligation may trigger significant tax penalties and other tax implications. Any Spanish resident Securityholders are therefore encouraged to consult with their own tax advisors as to whether this reporting obligation may be applicable to them in connection with the holding of the Securities.

#### **SINGAPORE TAXATION**

*The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the Inland Revenue Authority of Singapore ("IRAS") and the MAS in force as of 25 March 2022 and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which could be made on a retroactive basis. These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Securities Note are intended or are to be regarded as advice on the tax position of any holder of the Securities or of any person acquiring, selling or otherwise dealing with the Securities or on any tax implications arising from the acquisition, sale or other dealings in respect of the Securities. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. Prospective holders of the Securities are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership or disposal of the Securities, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Arranger, the Dealer and any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Securities.*

## **1. Interest and Other Payments**

Subject to the following paragraphs, under Section 12(6) of the Income Tax Act, the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17 per cent. The applicable rate for non-resident individuals is currently 22 per cent. However, if the payment is derived by a person not resident in Singapore from sources other than from its trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15 per cent. The rate of 15 per cent. may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities derived on or after 1 January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and
- (c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession in Singapore.

In addition, where more than half of the Securities issued under a tranche of the Programme are distributed by Financial Sector Incentive (Capital Market) Companies, Financial Sector Incentive (Standard Tier) Companies or Financial Sector Incentive (Bond Market) Companies (each as defined in the Income Tax Act), such tranche of Certificates and Warrants (the “**Relevant Securities**”) issued as debt securities under the Programme during the period from the date of this Securities Note to (and including) 31 December 2023 would be “qualifying debt securities” pursuant to the Income Tax Act and the MAS Circular FDD Cir 11/2018 entitled “Extension of Tax Concessions for Promoting the Debt Market” issued by the MAS on 31 May 2018 (the “**MAS Circular**”), to which the following treatments shall apply:

- (i) subject to certain prescribed conditions having been fulfilled (including the submission to the MAS of a return on debt securities in respect of the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require and the inclusion by the Issuer in all offering documents relating to the Relevant Securities of a statement to the effect that where interest,

discount income, prepayment fee, redemption premium or break cost from the Relevant Securities is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Securities using funds from that person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the **"Qualifying Income"**) from the Relevant Securities, derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Securities are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore tax;

- (ii) subject to certain conditions having been fulfilled (including the submission to the MAS of a return on debt securities in respect of the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require), Qualifying Income from the Relevant Securities derived by any company or body of persons (as defined in the Income Tax Act) in Singapore is subject to income tax at a concessionary rate of 10 per cent. (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and
- (iii) subject to:
  - (aa) the Issuer including in all offering documents relating to the Relevant Securities a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Securities is not exempt from tax shall include such income in a return of income made under the Income Tax Act; and
  - (bb) the submission to the MAS of a return on debt securities in respect of the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require,

payments of Qualifying Income derived from the Relevant Securities are not subject to withholding of tax by the Issuer.

However, notwithstanding the foregoing:

- (A) if during the primary launch of any tranche of the Relevant Securities, the Relevant Securities of such tranche are issued to less than four persons and 50 per cent. or more of the issue of such Relevant Securities is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Securities would not qualify as "qualifying debt securities"; and
- (B) even though a particular tranche of Relevant Securities are "qualifying debt securities", if, at any time during the tenure of such tranche of Relevant Securities, 50 per cent. or more of the issue of such Relevant Securities is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Securities held by:
  - (i) any related party of the Issuer; or
  - (ii) any other person where the funds used by such person to acquire such Relevant Securities are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term “**related party**”, in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

The terms “**break cost**”, “**prepayment fee**” and “**redemption premium**” are defined in the Income Tax Act as follows:

“**break cost**”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;

“**prepayment fee**”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and

“**redemption premium**”, in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

References to “break cost”, “prepayment fee” and “redemption premium” in this Singapore tax disclosure have the same meaning as defined in the Income Tax Act.

Where interest, discount income, prepayment fee, redemption premium and break cost (i.e. the Qualifying Income) is derived from any of the Relevant Securities by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities under the Income Tax Act (as mentioned above) shall not apply if such person acquires such Relevant Securities using the funds and profits of such person’s operations through a permanent establishment in Singapore.

Notwithstanding that the Issuer is permitted to make payments of Qualifying Income in respect of the Relevant Securities without deduction or withholding for tax under Section 45 or Section 45A of the Income Tax Act, any person whose interest, discount income, prepayment fee, redemption premium and break cost (i.e. the Qualifying Income) derived from the Relevant Securities is not exempt from tax is required to include such income in a return of income made under the Income Tax Act.

## **2. Capital Gains**

Any gains considered to be in the nature of capital made from the sale of the Securities will not be taxable in Singapore. However, any gains derived by any person from the sale of the Securities which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Certificates and Holders of the Warrants who apply or are required to apply Singapore Financial Reporting Standards 39 (“**FRS 39**”), 109 (“**FRS 109**”) or Singapore Financial Reporting Standards (International) 9 (“**SFRS(I) 9**”) may for Singapore income tax purposes be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Securities, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be) (as modified by the applicable provisions of Singapore income tax law). Please see the section below on “Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes”.

### **3. *Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes***

Section 34A of the Income Tax Act provides for the tax treatment for financial instruments in accordance with FRS 39 (subject to certain exceptions and “opt-out” provisions) to taxpayers who are required to comply with FRS 39 for financial reporting purposes. IRAS has also issued a circular entitled “Income Tax Implications Arising from the Adoption of FRS 39 – Financial Instruments: Recognition and Measurement”.

FRS 109 or SFRS(I) 9 (as the case may be) is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS 39. Section 34AA of the Income Tax Act requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. IRAS has also issued a circular entitled “Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments”.

Holders of Securities who may be subject to the tax treatment under Sections 34A or 34AA of the Income Tax Act should consult their own accounting and tax advisors regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Securities.

### **4. *Estate Duty***

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

## **PROPOSED EU FINANCIAL TRANSACTIONS TAX**

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common financial transactions tax (“**FTT**”) in Austria, Belgium, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia, and Spain (the “participating Member States”) and Estonia. However, Estonia has since stated that it will not participate.

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

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

The Commission’s Proposal remains subject to negotiation among the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and/or certain of the participating Member States may decide to withdraw.

Prospective holders of the Securities are advised to seek their own professional advice in relation to the FTT.

## **FOREIGN ACCOUNT TAX COMPLIANCE WITHHOLDING**

Certain non-U.S. financial institutions must comply with information reporting requirements or certification requirements in respect of their direct and indirect U.S. shareholders and/or U.S. accountholders to avoid becoming subject to withholding on certain payments. The Issuer and other non-U.S. financial institutions may accordingly be required to report information to the IRS regarding the holders of the Securities and to withhold on a portion of payments under the Securities to certain holders that fail to comply with the relevant information reporting requirements (or hold Securities directly or indirectly through certain non-compliant intermediaries). However, under proposed US Treasury regulations, such withholding would generally not apply to payments made before the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. In the preamble to the proposed regulations, the US Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Moreover, such withholding generally would only apply to Securities that are characterized as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal income tax purposes that are issued at least six months after the date on which final regulations implementing such rule are enacted, or to Securities issued on or before such grandfathered date that are materially modified after such date. Holders are urged to consult their own tax advisers and any banks or brokers through which they will hold Securities as to the consequences (if any) of these rules to them. In the event any withholding would be required pursuant to FATCA or an intergovernmental agreement between a non-US jurisdiction and the United States, with respect to payments on the Securities, no person will be required to pay additional amounts as a result of the withholding.



## SUBSCRIPTION AND SALE

One or more Dealers may be appointed under the Programme in respect of issues of Securities by the Issuer, in the future. The Issuer may also issue Securities directly to purchasers thereof.

### General

Save as specifically described in this Securities Note, no action has been or will be taken by the Issuer that would permit a public offering of any Securities or possession or distribution of any offering material in relation to any Securities in any jurisdiction where action for that purpose is required. No offers, sales, re-sales or deliveries of any Securities, or distribution of any offering material relating to any Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer.

### United States

No Securities of any series have been, or will be, registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States. No Securities of any series, or interests therein, may at any time be offered, sold, resold, traded or delivered, directly or indirectly, in the United States of America (including the states and the district of Columbia), its territories, its possessions and other areas subject to its jurisdiction (the “**United States**”) or directly or indirectly offered, sold, resold, traded or delivered to, or for the account or benefit of, any person (“**U.S. person**”) who is (i) an individual who is a citizen or resident of the United States; (ii) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; or (vi) any other “**U.S. person**” as such term may be defined in Regulation S under the Securities Act. Any offer, sale, resale, trade or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. person will not be recognised.

Any manager (“**Manager**”) of an issue of Securities will be required to agree that it will not at any time offer, sell, resell, trade or deliver, directly or indirectly, Securities of such series in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale, trade or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any such U.S. person. Any person purchasing Securities of any series must agree with a Manager of such series or the seller of such Securities that (i) it will not at any time offer, sell, resell, trade or deliver, directly or indirectly, any Securities of such series so purchased in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale, trade or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person, (ii) it is not purchasing any Securities of such series for the account or benefit of any U.S. person and (iii) it will not make offers, sales, re-sales, trades or deliveries of any Securities of such series (otherwise acquired), directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person. Each Manager of an issue of Securities will also be required to agree, and any person purchasing Securities of such series must agree, to send each person who purchases any Securities of such series from it a written confirmation (which shall include the definitions of “**United States**” and “**U.S. persons**” set forth herein) stating that the Securities have not been registered under the Securities Act, and

stating that, such purchaser agrees that it will not at any time offer, sell, resell, trade or deliver Securities, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person.

### **Prohibition of Sales to EEA Retail Investors**

Unless the Final Terms in respect of any Securities specify the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by the Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
  - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (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.

If the Final Terms in respect of any Securities specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area (each, a “**Member State**”), each Dealer has represented and agreed, and each Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by the Prospectus as completed by the final terms in relation thereto to the public in that Member State except that it may make an offer of such Securities to the public in that Member State:

- (a) if the final terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 1(4) of the Prospectus Regulation in the 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 Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-Exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or final 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 person or 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 relevant Dealer or Dealers 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 Issuer or any Dealer 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 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 UK Retail Investors**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by this Prospectus as completed by the Final 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 one (or more) of the following:
  - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“EUWA”); or
  - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of the UK 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.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Securities to the public in the United Kingdom:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 the UK Prospectus Regulation subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Securities referred to in (a) to (c)(c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

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 purchase or subscribe for the Securities and the expression “**UK Prospectus Regulation**” means Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA.

### **Belgium**

Unless the Final Terms in respect of any Securities specify Belgium as public offer jurisdiction, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold 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*).

### **Poland**

The Issuer has requested the AFM to provide the Polish Financial Supervision Authority (*Komisja Nadzoru Finansowego*) (the “**PFSA**”) with a certificate of approval of this Securities Note attesting that this Securities Note has been drawn up in accordance with the Prospectus Regulation.

A public offer of Securities may be made in Poland under the Prospectus Regulation and, to the extent not regulated therein, pursuant to the Act dated 29 July 2005 on public offering and conditions governing introduction of financial instruments to the organized trading system and on public companies, as amended. The Securities may not be offered or sold in Poland other than by institutions authorised under the Act dated 29 July 2005 on Trading in Financial Instruments, as amended.

### **Republic of Italy**

The offering of the Securities has not been registered and will not be registered with the Italian Financial Regulator (*Commissione Nazionale per le Società e la Borsa* or “**CONSOB**”) pursuant to Italian securities legislation and, accordingly, the Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Dealer will be required to represent and agree, that no Securities may be offered, sold, promoted, advertised or delivered, directly or indirectly, to the public in the Republic of Italy, nor may copies of the Prospectus, any applicable Final Terms or any other document relating to the Securities be distributed, made available or advertised in the Republic of Italy, except:

- (1) if it is specified within the relevant Final Terms that a non-exempt offer may be made in the Republic of Italy, that each Dealer may offer, sell or deliver Securities or distribute copies of any prospectus relating to such Securities, provided that such prospectus has been (i) approved in another Relevant Member State and notified to CONSOB, and (ii) completed by final terms (if applicable) expressly contemplating such non-exempt offer, in an offer of financial products to the public in the period commencing on the date of approval of such prospectus, in accordance with the Prospectus Regulation, the Italian Legislative Decree No. 58 of 24th February, 1998 as amended from time to time (the “**Italian Financial Services Act**”) and CONSOB Regulation No. 11971 as amended from time to time (“**CONSOB Regulation No. 11971**”), until 12 months after the date of approval of such prospectus; or
- (2) to “Qualified Investors” (*Investitori Qualificati*) as defined in the Prospectus Regulation; or
- (3) in any other circumstances where an express applicable exemption from compliance with the restrictions on the offer of financial products to the public applies, as provided under the Prospectus Regulation.

Any such offer, sale or delivery of the Securities or distribution of copies of the Prospectus, any Final Terms or any other document relating to the Securities in the Republic of Italy under (1), (2) or (3) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, and CONSOB Regulation No. 20307 of 15 February 2018 (each as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the “**Banking Act**”) and any other applicable laws and regulations;
- (b) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy which came into force on 1 October 2016, as amended from time to time, pursuant to which the Bank of Italy requests periodic information on the issue or the offer of securities in the Republic of Italy to be provided by uploading such information on the Infostat platform of the Bank of Italy; and
- (c) in compliance with any other applicable laws and regulations (including article 100bis of the Italian Financial Services Act, where applicable) or requirement or limitation which may be imposed from time to time by CONSOB or the Bank of Italy or any other Italian competent authority.

## Spain

In addition to the provisions set out under section “*Prohibition of Sales to EEA Retail Investors*”, which are fully applicable in Spain, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, to the extent that the offer of Securities under the Programme shall be deemed to be a public offer (*oferta pública*) or an admission to trading in Spain pursuant to the Royal Legislative Decree 4/2015 of 23 October of the Securities Markets (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores*) (the “**Spanish Securities Market Law**”) as amended and restated from time to time, Securities may only be offered, sold or delivered, directly or indirectly by any such Dealer to the public in Spain or admitted to trading in Spain in compliance with the requirements and provisions applicable to public offerings and admission to trading in Spain, including, the Prospectus Regulation, the Spanish Securities Markets Law and Royal Decree 1310/2005 of 4 November, partially developing Law 24/1988, of 28 July on admission to trading of securities in official secondary markets, public offerings and prospectus (*Real Decreto 1310/2005, de 4 de noviembre por el que se desarrolla parcialmente la Ley 24/1988, de 28 de julio, del Mercado de Valores, en materia de admisión a negociación de valores en mercados secundarios oficiales, de ofertas públicas de venta o suscripción y del folleto exigible a tales efectos*), as amended and restated from time to time, or any other related regulations that may be in force from time to time, as further amended, supplemented or restated.

**Securities may not be offered or sold in Spain other than by institutions authorised under the Securities market Law and Royal Decree 217/2008, of 15 February (*Real Decreto 217/2008, de 15 de febrero, sobre el régimen jurídico de las empresas de servicios de inversión y de las demás entidades que prestan servicios de inversión*), on the legal regime applicable to investment services companies, to provide investment services in Spain, and in compliance with the provisions of the Spanish Securities Market Law and any other applicable legislation or regulations.**

**United Kingdom**

All applicable provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) must be complied with in respect to anything done in relation to any Securities in, from or otherwise involving the United Kingdom. An invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) may only be communicated or caused to be communicated in connection with the issue or

sale of any Securities in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer.

## **GENERAL INFORMATION**

### **Authorisation**

The establishment of the Programme by the Issuer was duly authorised by a resolution of the Management Board of the Issuer dated 9 January 2012. All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of the Netherlands have been given (a) for the issue of Securities by the Issuer and (b) for the Issuer to undertake and perform its obligations under the Certificate Agreements, the Warrant Agreements and the Securities.

### **Warsaw Stock Exchange**

The WIG 20 Index is calculated and published by the Warsaw Stock Exchange. The index name is the Warsaw Stock Exchange's intellectual property and a protected trademark registered by the Warsaw Stock Exchange; ING Bank N.V. uses it under a granted licence. The Warsaw Stock Exchange is not the issuer of the Certificates, and the product is not sponsored, offered, promoted or authorised in any way by the Warsaw Stock Exchange. The Warsaw Stock Exchange has no liability for any loss incurred in relation to investment in the Certificates based on the value of exchange indices.

### **Clearing Systems**

Certificates and Dutch Warrants issued by the Issuer may be cleared through Euroclear Netherlands. The appropriate identification code for each Tranche or series allocated by Euroclear Netherlands will be specified in the applicable Final Terms. The address of Euroclear Netherlands is Herengracht 459-469, 1017 BS Amsterdam, the Netherlands.

German Certificates, European Certificates and European Warrants issued by the Issuer may be cleared through Clearstream, Frankfurt. The appropriate international securities identification number will be specified in the applicable Final Terms. The address of Clearstream, Frankfurt is Mergenthalerallee 61, 65760 Eschborn, Germany.

Polish Certificates or Polish Warrants issued by the Issuer may be cleared through PNDŚ as specified in the applicable Final Terms. The appropriate identification code for each Tranche or series allocated by PNDŚ will be specified in the applicable Final Terms. The address of PNDŚ is Książęca 4, 00-498 Warsaw, Poland.

If Certificates or Warrants issued by the Issuer are to clear through an additional or alternative clearing and/or settlement system, the appropriate information will be specified in the applicable Final Terms.

### **Issue Information**

The issue price and the amount of the relevant Securities will be determined, before filing of the applicable Final Terms of each Tranche, based on the prevailing market conditions. Unless otherwise indicated in the applicable Final Terms of a Tranche, the Issuer does not intend to provide any post-issuance information in relation to any issues of Securities.

Where Securities to be issued under the Programme are offered to the public in Belgium which qualifies under the definition of "consumer" under the Belgian Code of Economic Law dated 28 February 2013 (as amended and/or supplemented from time to time) ("CEL"), the Issuer will comply with the provisions of the CEL, especially those pertaining to unfair contract terms, in the application of the terms and conditions of the Securities, insofar the CEL is applicable to the Issuer. In such case, and notwithstanding any notice to the contrary in the Prospectus or in the Final Terms, the Issuer will render the terms and Conditions of the

Securities which are deemed unfair pursuant to the CEL to be inapplicable (in particular in the framework of unilateral modification rights and early termination rights) and will waive any right under them.

#### **Significant or Material Adverse Change**

For information on any significant change in the financial or trading position of the Issuer and its consolidated subsidiaries and/or any material adverse change in the prospects of the Issuer, see “*General Information – Significant or Material Adverse Change*” in the Registration Document.

#### **The EU Credit Rating Agencies Regulation**

The Issuer has a senior debt rating from S&P Global Ratings Europe Limited (“**S&P**”), Moody’s France S.A.S. (“**Moody’s**”) and Fitch Ratings Ireland Limited (“**Fitch**”), details of which are contained in the Registration Document. S&P, Moody’s and Fitch are established in the European Union and are registered under the Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (as amended from time to time, the “**CRA Regulation**”).

The European Securities and Market Association (“**ESMA**”) is obliged to maintain on its website a list of credit rating agencies registered in accordance with the CRA Regulation. This list must be updated within 5 working days of ESMA’s adoption of any decision to withdraw the registration of a credit rating agency under the CRA Regulation.



**REGISTERED AND PRINCIPAL OFFICE OF THE ISSUER**

ING Bank N.V.  
Bijlmerdreef 106  
1102 CT Amsterdam  
The Netherlands

**ARRANGER**

ING Bank N.V.  
Foppingadreef 7  
1102 BD Amsterdam  
The Netherlands

**PRINCIPAL CERTIFICATE AGENTS**

ING Bank N.V.  
Foppingadreef 7  
1102 BD Amsterdam  
The Netherlands

BNP Paribas Securities Services S.C.A., Poland Branch  
Europa-Allee 12  
60327 Frankfurt am Main  
Germany

**PRINCIPAL WARRANT AGENTS**

ING Bank N.V.  
Foppingadreef 7  
1102 BD Amsterdam  
The Netherlands

BNP Paribas Securities Services S.C.A., Poland Branch  
Europa-Allee 12  
60327 Frankfurt am Main  
Germany

**AMSTERDAM LISTING AGENT**

ING Bank N.V.  
Foppingadreef 7  
1102 BD Amsterdam  
The Netherlands

#### **LEGAL ADVISERS TO THE ISSUER**

Simmons & Simmons LLP  
*(as to Dutch and US law matters)*  
Claude Debussylaan 247  
1082 MC Amsterdam  
The Netherlands

Simmons & Simmons LLP  
*(as to English law matters)*  
CityPoint  
One Ropemaker Street  
London EC2Y 9SS  
United Kingdom

#### **INDEPENDENT PUBLIC AUDITORS OF ING BANK N.V.**

KPMG Accountants N.V.  
Laan van Langerhuize 1  
1186 DS Amstelveen  
The Netherlands