

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Structured Products)
(a coöperatie with limited liability established under the laws of the Netherlands
with its statutory seat in Amsterdam, the Netherlands)



EUR 15,000,000,000

Structured Medium-Term Note Programme

Due from seven days to perpetuity

Under the EUR 15,000,000,000 Structured Medium-Term Note Programme (the “**Programme**”), described in this base prospectus (the “**Base Prospectus**”) Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (the “**Issuer**”, “**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Structured Products)**” or “**Rabobank Structured Products**”) may, subject to compliance with all relevant laws, regulations and directives, from time to time issue medium-term notes (the “**Notes**”).

The aggregate nominal amount of Notes outstanding will not at any time exceed EUR 15,000,000,000 (or the equivalent in any other currencies). The Programme is, and Notes issued under it may be, denominated in euro, which means the lawful currency of the member states of the European Union (“**Member States**”) that have adopted the single currency in accordance with the Treaty on the Functioning of the European Union, as amended, or any other currency agreed between the Issuer and the relevant Dealer(s).

Application has been made to the Dutch Authority for the Financial Markets (*Autoriteit Financiële Markten* or the “**AFM**”) in its capacity as competent authority under Dutch securities laws to approve this Base Prospectus in connection with the issue by the Issuer of Notes which are:

- (a) offered to the public in the European Economic Area in circumstances which require the publication of a prospectus under Directive 2003/71/EC, as amended (the “**Prospectus Directive**”), whether or not such Notes are listed and admitted to trading on any market; or
- (b) either: (i) admitted to trading on Euronext Amsterdam N.V.’s Euronext in Amsterdam (“**Euronext Amsterdam**”); (ii) admitted to the official list of the Luxembourg Stock Exchange (the “**Official List**”) and admitted to trading on the regulated market of the Luxembourg Stock Exchange (the “**Luxembourg Stock Exchange Regulated Market**”); or (iii) admitted to trading on another regulated market as defined under Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments (the “**Markets in Financial Instruments Directive**”),

such Notes hereinafter referred to as the “**PD Notes**”. PD Notes may be issued in any denominations as agreed between the Issuer and the relevant Dealer(s), and any PD Notes which have a denomination of less than EUR 100,000 (or its equivalent in any other currency) and do not otherwise fall within an exemption from the requirement to publish a prospectus under the Prospectus Directive are referred to hereinafter as “**Non-Exempt PD Notes**”.

This Base Prospectus is a base prospectus for the purposes of Article 5.4 of the Prospectus Directive and the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and regulations thereunder (together “**Dutch securities laws**”) and has been approved by the AFM in its capacity as competent authority under Dutch securities laws, in accordance with the provisions of the Prospectus Directive and Dutch securities laws on 30 July 2014, in relation to PD Notes only.

The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any regulated market in the European Economic Area (where such Notes are, in addition, issued with a minimum denomination of at least EUR 100,000 (or its equivalent in any other currency) or otherwise fall within an exemption from the requirement to publish a prospectus under the Prospectus Directive, such Notes are hereinafter referred to as “**Exempt Notes**”).

The AFM has neither approved nor reviewed information contained in this Base Prospectus in connection with the issue of any Exempt Notes.

Application is expected to be made to the SIX Swiss Exchange Ltd (“**SIX Swiss Exchange**”) for registration of the Base Prospectus as an issuance programme for the listing of derivatives in accordance with the Listing Rules and the Additional Rules for the Listing of Derivatives of the SIX Swiss Exchange. If approved, Notes issued under the Programme may also be listed and admitted to trading on SIX Structured Products Exchange Ltd (“**SIX Structured Products Exchange**”). In respect of Notes to be listed on the SIX Structured Product Exchange, this Base Prospectus together with the relevant Final Terms in respect of the issue of any such Notes will constitute the complete listing prospectus within the meaning of Article 21 of the Additional Rules for the Listing of Derivatives of the SIX Swiss Exchange.

References in this Base Prospectus to Notes being “**listed**” (and all related references) shall mean that such Notes (i) have been admitted to trading on Euronext Amsterdam, (ii) have been listed on the Official List and admitted to trading on the Luxembourg Stock Exchange Regulated Market or (iii) have been admitted to trading on SIX Structured Products Exchange, as the case may be.

The Notes issued under this Programme may be issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”). Each Series of Notes in bearer form where the applicable TEFRA exemption is “D Rules” will be represented on issue by a temporary global note in bearer form (each a “**Temporary Global Note**”) or a permanent global note in bearer form (each a “**Permanent Global Note**”). Interests in a Temporary Global Note will be exchangeable, in whole or in part, for interests in a Permanent Global Note on or after the date 40 days after the later of the commencement of the offering and the relevant issue date, upon certification as to non-U.S. beneficial ownership.

Notes of each Tranche of each Series which are sold in an “offshore transaction” within the meaning of Regulation S (“**Unrestricted Notes**”) under the U.S. Securities Act of 1933 (the “**Securities Act**”) will initially be represented by a permanent registered global certificate (each, an “**Unrestricted Global Certificate**”), without interest coupons, which may be deposited on the issue date (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream, Luxembourg, with the Common Depositary on behalf of Euroclear and Clearstream, Luxembourg and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream, Luxembourg, The Depository Trust Company (“**DTC**”) or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer.

Registered Notes issued by the Issuer which are sold in the United States to “qualified institutional buyers” within the meaning of Rule 144A (“**Rule 144A**”) under the Securities Act (“**Restricted Notes**”) will initially be represented by a permanent registered global certificate (each, a “**Restricted Global Certificate**”) and, together with the Unrestricted Global Certificate, the “**Global Certificates**”), without interest coupons, which may be deposited on the issue date either with (a) the Common Depositary on behalf of Euroclear and Clearstream, Luxembourg or (b) a custodian for, and registered in the name of Cede & Co. as nominee for, DTC.

Beneficial interests in Global Certificates held by Euroclear, Clearstream, Luxembourg and/or DTC will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear, Clearstream, Luxembourg and/or DTC and their participants. See “*Clearing and Settlement*”. The provisions governing the exchange of interests in the Global Notes and in each Global Certificate are described in “*Form of the Notes*”.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “*Risk Factors*” on pages 31 to 61.

In relation to each separate issue of Notes, the price and amount of such Notes will be determined by the Issuer and the relevant Dealer(s) in accordance with prevailing market conditions at the time of the issue of the Notes and will be set out in the relevant Final Terms.

Senior long-term Notes issued under the Programme are expected to be rated AA- by Fitch Ratings Ltd (“**Fitch**”). Senior unsecured Notes are expected to be rated Aa2 by Moody’s Investors Service Ltd. (“**Moody’s**”) and are expected to be rated AA- by Standard & Poor’s Credit Market Services Europe Limited (“**Standard & Poor’s**”). Each of Fitch, Moody’s and Standard & Poor’s is established in the European Union and is registered under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”). In addition, this Base Prospectus contains or refers to certain credit ratings issued by DBRS Ratings Limited (“**DBRS**”). DBRS is established in the European Union and is registered under the CRA Regulation. A list of credit rating agencies registered under the CRA Regulation is published by the European Securities and Markets Authority on its website. Notes issued pursuant to the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating applicable to Notes issued under the Programme and will be specified in the relevant Final Terms. Whether or not a rating in relation to any Notes will be treated as having been issued by a credit rating agency established in the European Union and/or regulated under the CRA Regulation will be disclosed in the relevant Final Terms. None of these ratings is a recommendation to buy, sell or hold securities and any of them may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency without prior notice.

This Base Prospectus supersedes and replaces the base prospectus dated 22 June 2012.

Arranger and Dealer for the Programme

Rabobank International

The date of this Base Prospectus is 30 July 2014

This Base Prospectus has been prepared on the basis that, except to the extent sub-paragraph (b) below may apply, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly, any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by Final Terms in relation to the offer of those Notes may only do so (a) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (b) in the circumstances described under “*Public Offers of Non-Exempt PD Notes in the European Economic Area*” on pages 81 to 86. Except to the extent sub-paragraph (b) above may apply, neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

In relation to Notes that are to be listed on the SIX Structured Products Exchange, the Issuer accepts responsibility for the information contained in this Base Prospectus and to the best knowledge and belief of the Issuer the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealer(s) or the Arranger (as defined in “*General Description of the Programme*”). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Arranger and the Dealer(s) (excluding Rabobank International) have not separately verified the information contained in this Base Prospectus. None of the Dealer(s) (excluding Rabobank International) or the Arranger makes any representation, express or implied, or accepts any responsibility, in respect of the accuracy or completeness of any of the information in this Base Prospectus. Neither this Base Prospectus nor any other financial statements should be considered as a recommendation by the Issuer, the Dealer(s) or the Arranger that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Prospective investors should have regard to the factors described under the section entitled “*Risk Factors*” in this Base Prospectus. This Base Prospectus does not describe all of the risks of an investment in the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation, as it deems necessary. None of the Dealer(s) nor the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealer(s) or the Arranger.

In connection with the issue of any Tranche, one or more relevant Dealer(s) (in such capacity, the “**Stabilising Manager(s)**”) (or persons acting on behalf of any Stabilising Manager(s)) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might

otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the Final Terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealer(s) to subscribe for, or purchase, any Notes.

The distribution of this Base Prospectus and any Final Terms and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms come are required by the Issuer, the Dealer(s) and the Arranger to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States and are being sold pursuant to an exemption from the registration requirements of such Act. The Notes include Bearer Notes that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered or sold or, in the case of Bearer Notes, delivered within the United States or to, or for the account or benefit of, U.S. persons as defined in Regulation S under the Securities Act (“**Regulation S**”).

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S and (in the case of Restricted Notes issued by the Issuer) within the United States to “qualified institutional buyers” in reliance on Rule 144A. Prospective purchasers are hereby notified that sellers of Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of these and certain further restrictions on offers, sales and transfer of the Notes and on distribution of this Base Prospectus or any Final Terms or any other offering material relating to the Notes, see “*Transfer Restrictions*” and “*Subscription and Sale*”.

The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the “SEC”), 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 Notes or the accuracy or adequacy of this Base Prospectus. Any representation to the contrary is a criminal offence in the United States.

An investment in the Notes does not constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes (“CISA”). Therefore, the issues of Notes do not require an authorisation, and are not subject to the supervision, of the Swiss Financial Market Supervisory Authority (“FINMA”) and prospective investors in the Notes are not eligible for the specific investor protection provided under the CISA.

All figures in this Base Prospectus have not been audited, unless stated otherwise. These figures are internal figures of Rabobank Nederland or Rabobank Group.

Unless the context otherwise requires, references in this Base Prospectus to “**Rabobank Group**”, “**Rabobank**” or the “**Group**” are to Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. and its members, subsidiaries and affiliates. Rabobank Nederland and Rabobank International are trading names of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. For the purposes of this Base Prospectus, references to “**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Structured Products)**” or “**Rabobank Structured Products**” are to Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as Issuer.

Unless otherwise specified or the context otherwise requires, references to “**U.S.\$**”, “**USD**” and “**U.S. Dollar**” are to the lawful currency of the United States of America, to “**euro**”, “**Euro**”, “**EUR**” and “**€**” are to the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the Functioning of the European Union, to “**Sterling**” or “**£**” are to the lawful currency of the United Kingdom, to “**Australian Dollar**” are to the lawful currency of the Commonwealth of Australia, to “**New Zealand Dollars**” are to the lawful currency of New Zealand, to “**JPY**” and “**yen**” are to the lawful currency of Japan, to “**SEK**” are to the lawful currency of Sweden, and to “**Renminbi**”, “**RMB**” and “**CNY**” are to the lawful currency of the PRC.

In this Base Prospectus, references to the “**United States**” are to the United States of America, to the “**United Kingdom**” are to the United Kingdom of Great Britain and Northern Ireland and to “**PRC**” are to the People’s Republic of China which, for the purpose of this Base Prospectus, shall exclude Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan. References to “**Renminbi Notes**” are to Notes denominated in CNY or Renminbi deliverable in Hong Kong, Singapore and Taiwan.

Your attention is drawn to the important information on pages 89 to 91.

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SUMMARY OF PROGRAMME RELATING TO PD NOTES

Summaries are made up of disclosure requirements known as “Elements”. These Elements are numbered in Sections A – E (A.1 – E.7). This summary contains all the Elements required to be included in a summary relating to the Notes and the Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the nature of the Notes and the Issuer, it is possible that no relevant information can be given regarding the Element. In this case, a short description of the Element is included in the summary and marked as “Not Applicable”.

Section A – Introduction and warnings

Element			
A.1	<p>This summary must be read as an introduction to this Base Prospectus. Any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including any documents incorporated by reference. Where a claim relating to the information contained in this Base Prospectus is brought before a court, the plaintiff may, under the national legislation of Member States of the European Economic Area where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes.</p>		
A.2	<table border="1"> <tr> <td data-bbox="272 1003 456 1957">Consent</td><td data-bbox="456 1003 1513 1957"> <p>In connection with any public offer of Non-Exempt PD Notes, the Issuer accepts responsibility, in a Public Offer Jurisdiction, for the content of this Base Prospectus under Article 6 of the Prospectus Directive in relation to any person to whom an offer of any Non-Exempt PD Notes is made by any financial intermediary to whom the Issuer has given its consent to use the Base Prospectus (an “Authorised Offeror”), where the offer is made in compliance with all conditions attached to the giving of the consent. Such consent and conditions are described below under “<i>Consent</i>” and “<i>Common conditions to consent</i>”.</p> <p>Consent: Subject to the conditions set out below under “<i>Common conditions to consent</i>”:</p> <p>(a) the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of Non-Exempt PD Notes in a Public Offer Jurisdiction by the relevant Dealer and by (i) any financial intermediary named as an initial authorised offeror in the relevant Final Terms; and (ii) any financial intermediary appointed after the date of the relevant Final Terms and whose name is published on the Issuer’s website (www.rabobank.com) and identified as an Authorised Offeror in respect of the relevant Public Offer; and</p> <p>(b) if (and only if) Part B of the relevant Final Terms specifies “General Consent” as “Applicable”, the Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of Non-Exempt PD Notes in a Public Offer Jurisdiction by any financial intermediary which satisfies the following conditions: (i) it is authorised to make such offers under the applicable legislation implementing the Markets in Financial Instruments Directive; and (ii) it accepts the Issuer’s offer to grant consent to the use of this Base Prospectus by publishing on its website a statement that it agrees to use the Base Prospectus in accordance with the Authorised Offeror Terms and subject to the conditions to such consent.</p> </td></tr> </table>	Consent	<p>In connection with any public offer of Non-Exempt PD Notes, the Issuer accepts responsibility, in a Public Offer Jurisdiction, for the content of this Base Prospectus under Article 6 of the Prospectus Directive in relation to any person to whom an offer of any Non-Exempt PD Notes is made by any financial intermediary to whom the Issuer has given its consent to use the Base Prospectus (an “Authorised Offeror”), where the offer is made in compliance with all conditions attached to the giving of the consent. Such consent and conditions are described below under “<i>Consent</i>” and “<i>Common conditions to consent</i>”.</p> <p>Consent: Subject to the conditions set out below under “<i>Common conditions to consent</i>”:</p> <p>(a) the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of Non-Exempt PD Notes in a Public Offer Jurisdiction by the relevant Dealer and by (i) any financial intermediary named as an initial authorised offeror in the relevant Final Terms; and (ii) any financial intermediary appointed after the date of the relevant Final Terms and whose name is published on the Issuer’s website (www.rabobank.com) and identified as an Authorised Offeror in respect of the relevant Public Offer; and</p> <p>(b) if (and only if) Part B of the relevant Final Terms specifies “General Consent” as “Applicable”, the Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of Non-Exempt PD Notes in a Public Offer Jurisdiction by any financial intermediary which satisfies the following conditions: (i) it is authorised to make such offers under the applicable legislation implementing the Markets in Financial Instruments Directive; and (ii) it accepts the Issuer’s offer to grant consent to the use of this Base Prospectus by publishing on its website a statement that it agrees to use the Base Prospectus in accordance with the Authorised Offeror Terms and subject to the conditions to such consent.</p>
Consent	<p>In connection with any public offer of Non-Exempt PD Notes, the Issuer accepts responsibility, in a Public Offer Jurisdiction, for the content of this Base Prospectus under Article 6 of the Prospectus Directive in relation to any person to whom an offer of any Non-Exempt PD Notes is made by any financial intermediary to whom the Issuer has given its consent to use the Base Prospectus (an “Authorised Offeror”), where the offer is made in compliance with all conditions attached to the giving of the consent. Such consent and conditions are described below under “<i>Consent</i>” and “<i>Common conditions to consent</i>”.</p> <p>Consent: Subject to the conditions set out below under “<i>Common conditions to consent</i>”:</p> <p>(a) the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of Non-Exempt PD Notes in a Public Offer Jurisdiction by the relevant Dealer and by (i) any financial intermediary named as an initial authorised offeror in the relevant Final Terms; and (ii) any financial intermediary appointed after the date of the relevant Final Terms and whose name is published on the Issuer’s website (www.rabobank.com) and identified as an Authorised Offeror in respect of the relevant Public Offer; and</p> <p>(b) if (and only if) Part B of the relevant Final Terms specifies “General Consent” as “Applicable”, the Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of Non-Exempt PD Notes in a Public Offer Jurisdiction by any financial intermediary which satisfies the following conditions: (i) it is authorised to make such offers under the applicable legislation implementing the Markets in Financial Instruments Directive; and (ii) it accepts the Issuer’s offer to grant consent to the use of this Base Prospectus by publishing on its website a statement that it agrees to use the Base Prospectus in accordance with the Authorised Offeror Terms and subject to the conditions to such consent.</p>		

Element	
	<p>Common conditions to consent: The conditions to the Issuer's consent to use this Base Prospectus in the context of the relevant Public Offer are (in addition to the conditions described in paragraph (b) above if Part B of the relevant Final Terms specifies "General Consent" as applicable) that such consent:</p> <ul style="list-style-type: none"> (a) is only valid in respect of the relevant Tranche of Non-Exempt PD Notes; (b) is only valid during the Offer Period specified in the relevant Final Terms; and (c) only extends to the use of this Base Prospectus to make Public Offers of the relevant Tranche of Non-Exempt PD Notes in the Public Offer Jurisdictions, as specified in the relevant Final Terms. <p>An investor intending to acquire or acquiring Notes in a Public Offer from an Authorised Offeror other than the Issuer will do so, and offers and sales of such Notes to an investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such investor including as to price, allocations, expenses and settlement arrangements.</p> <p>Each investor must look to the relevant Authorised Offeror at the time of any such Public Offer for the provision of information regarding the terms and conditions of the Public Offer and the Authorised Offeror will be solely responsible for such information.</p>

Section B – Issuer

Element	Title	
B.1	The legal and commercial name of the Issuer:	<p>The legal name of the Issuer is Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Structured Products).</p> <p>The commercial name of the Issuer is Rabobank Structured Products.</p>
B.2	The domicile and legal form of the Issuer, the legislation under which the Issuer operates and its country of incorporation:	<p>The Issuer has its statutory seat in Amsterdam, is a cooperative entity (<i>coöperatie</i>) and is registered with the Trade Register of the Chamber of Commerce in Utrecht, the Netherlands under number 30046259. The Issuer operates under the laws of the Netherlands.</p>
B.4b	A description of any known trends affecting the Issuer and the industries in which it operates:	<p>Rabobank Group's results of operations are affected by a variety of market conditions, including economic cycles, fluctuations in stock markets, interest rates and exchange rates, and increased competition. A deterioration in economic conditions, or the Group's inability to accurately predict or respond to such developments, could have a material adverse effect on the Group's prospects, business, financial condition and results of operations.</p> <p>The Issuer expects that the relatively low interest rate environment that it faced in the recent past is likely to continue in 2014, with a corresponding impact on Rabobank Group's results.</p>
B.5	Description of the Issuer's Group and the	<p>Rabobank Group is an international financial services provider, operating on the basis of cooperative principles. Rabobank Group is comprised of the Issuer as central institution, its members, being the local Rabobanks in the Netherlands and its subsidiaries and participations</p>

Element	Title																																																																			
	Issuer's position within the Group:	in the Netherlands and abroad.																																																																		
B.9	Profit forecast or estimate:	Not Applicable. The Issuer has not made any public profit forecasts or profit estimates.																																																																		
B.10	Qualifications in the Auditors' report:	The independent auditors' report on the Issuer's audited financial statements for the years ended 31 December 2012 and 31 December 2013 are unqualified.																																																																		
B.12	Selected Financial Information:	<p>The following selected financial information is derived from and should be read in conjunction with, Rabobank Group's audited consolidated financial statements as at, and for the years ended, 31 December 2012 and 2013. Certain figures for the year ended 31 December 2012 have been restated as a result of changes in accounting policies and presentation.</p> <p>Consolidated statement of financial position:</p> <table> <tr> <th></th><th colspan="2">Year ended 31 December</th></tr> <tr> <th></th><th>2013</th><th>2012</th></tr> <tr> <td></td><td colspan="2"><i>(in millions of euros)</i></td></tr> <tr> <td>Assets:</td><td></td><td></td></tr> <tr> <td>Cash and cash equivalents</td><td>43,039</td><td>68,103</td></tr> <tr> <td>Due from other banks</td><td>40,844</td><td>35,386</td></tr> <tr> <td>Trading financial assets</td><td>5,289</td><td>6,387</td></tr> <tr> <td>Other financial assets at fair value through profit or loss</td><td>4,971</td><td>5,911</td></tr> <tr> <td>Derivative financial instruments</td><td>39,703</td><td>65,423</td></tr> <tr> <td>Loans to customers</td><td>460,202</td><td>485,299</td></tr> <tr> <td>Available-for-sale financial assets</td><td>46,411</td><td>50,425</td></tr> <tr> <td>Investments in associates</td><td>3,629</td><td>3,649</td></tr> <tr> <td>Intangible assets</td><td>1,991</td><td>2,343</td></tr> <tr> <td>Property and equipment</td><td>6,901</td><td>6,500</td></tr> <tr> <td>Investment properties</td><td>1,073</td><td>1,489</td></tr> <tr> <td>Current tax assets</td><td>190</td><td>597</td></tr> <tr> <td>Deferred tax assets</td><td>1,911</td><td>960</td></tr> <tr> <td>Other assets</td><td>8,805</td><td>9,763</td></tr> <tr> <td>Non-current assets held for sale and discontinued operations</td><td>9,180</td><td>8,475</td></tr> <tr> <td>Total assets</td><td>674,139</td><td>750,710</td></tr> <tr> <td>Liabilities:</td><td>As at 31 December</td><td></td></tr> <tr> <td></td><td>2013</td><td>2012</td></tr> </table>		Year ended 31 December			2013	2012		<i>(in millions of euros)</i>		Assets:			Cash and cash equivalents	43,039	68,103	Due from other banks	40,844	35,386	Trading financial assets	5,289	6,387	Other financial assets at fair value through profit or loss	4,971	5,911	Derivative financial instruments	39,703	65,423	Loans to customers	460,202	485,299	Available-for-sale financial assets	46,411	50,425	Investments in associates	3,629	3,649	Intangible assets	1,991	2,343	Property and equipment	6,901	6,500	Investment properties	1,073	1,489	Current tax assets	190	597	Deferred tax assets	1,911	960	Other assets	8,805	9,763	Non-current assets held for sale and discontinued operations	9,180	8,475	Total assets	674,139	750,710	Liabilities:	As at 31 December			2013	2012
	Year ended 31 December																																																																			
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Element	Title		
		<i>(in millions of euros)</i>	
		Due to other banks	15,496 27,059
		Due to customers	329,400 334,271
		Debt securities in issue	195,361 223,336
		Derivative financial instruments and other trade liabilities	50,171 74,800
		Other debts.....	7,436 11,166
		Other financial liabilities at fair value through profit or loss.....	19,069 24,091
		Provisions	972 752
		Current tax liabilities	267 205
		Deferred tax liabilities	290 186
		Subordinated debt.....	7,815 5,407
		Liabilities held for sale	7,825 7,357
		Total liabilities	634,102 708,630
	Equity:		
		Equity of Rabobank Nederland and local Rabobanks	24,641 25,311
		Equity instruments issued directly Rabobank (Member) Certificates.....	5,823 6,672
		Capital Securities.....	7,029 7,114
			12,852 13,786
		Equity instruments issued by subsidiaries Capital Securities	236 236
		Trust Preferred Securities III to VI	1,269 1,340
			1,505 1,576
		Other non-controlling interests	1,039 1,407
		Total equity	40,037 42,080
		Total equity and liabilities	674,139 750,710
		Consolidated statement of income:	As at 31 December
			2013 2012

Element	Title		
		<i>(in millions of euros)</i>	
	Interest income	19,756	21,965
	Interest expense	10,663	12,794
	Interest	9,093	9,171
	Commission income	2,194	2,577
	Commission expense	194	349
	Commission	2,000	2,228
	Income from associates	157	255
	Net income from financial assets and liabilities at fair value through profit or loss	232	872
	Gains / (losses) on available-for-sale financial assets	56	132
	Other results	1,482	958
	Income	13,020	13,616
	Staff costs	5,325	5,494
	Other administrative expenses ...	3,912	2,982
	Depreciation and amortisation ...	528	527
	Operating expenses	9,765	9,003
	Value adjustments	2,643	2,350
	Bank tax	197	196
	Operating profit before taxation	415	2,067
	Taxation	68	158
	Net profit from continuing operations	347	1,909
	Net profit from discontinued operations	1,665	149
	Net profit	2,012	2,058
	Of which attributable to Rabobank Nederland and local Rabobanks	929	843
	Of which attributable to holders of Rabobank Member Certificates	309	328
	Of which attributable to Capital Securities	655	717
	Of which attributable to Trust	67	75

Element	Title	
		<p>Preferred Securities III to VI</p> <p>Of which attributable to non-controlling interests 52 95</p> <p>Net profit for the year..... 2,012 2,058</p> <p><i>Material/significant change:</i> There has been no significant change in the financial or trading position of the Issuer or of Rabobank Group, and there has been no material adverse change in the financial position or prospects of the Issuer or of Rabobank Group, since 31 December 2013.</p>
B.13	Recent material events particular to the Issuer's solvency:	Not Applicable. There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.
B.14	Extent to which the Issuer is dependent upon other entities within the Group:	The Issuer is a cooperative with members. Its members are local cooperative Rabobanks who are represented in the Central Delegates Assembly and the General Meeting of Rabobank Nederland. The Central Delegates Assembly has a significant influence on the views adopted in Rabobank Group. The General Meeting of Rabobank Nederland is the body through which all local Rabobanks can exercise direct control. The General Meeting of Rabobank Nederland deals with important issues, such as adoption of financial statements, approval and endorsement of management and supervision, amendments to the articles of association and regulations and the appointment of members of the Supervisory Board. The financial performance of the Issuer is dependent upon the performance of the independent local Rabobanks and the subsidiaries within Rabobank Group.
B.15	Principal activities of the Issuer:	Rabobank Group is an international financial services provider operating on the basis of cooperative principles. It offers retail and business banking, private banking, wholesale banking, leasing and real estate services.
B.16	Extent to which the Issuer is directly or indirectly owned or controlled:	The Issuer is not directly owned or controlled.
B.17	Credit ratings assigned to the Issuer or its debt securities:	<p>Senior long-term Notes issued under the Programme by Rabobank Nederland are expected to be rated AA- by Fitch. Senior unsecured Notes issued under the programme are expected to be rated Aa2 by Moody's and Senior Notes with a maturity of one year or more are expected to be rated AA- by Standard & Poor's. Rabobank's long-term deposits and senior debt ratings are rated AA (high) by DBRS.</p> <p>Tranches of Notes to be issued under the Programme may be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Issuer, the Programme or Notes already issued under the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to</p>

Element	Title	
		suspension, reduction or withdrawal at any time by the assigning rating agency.

Section C – Securities

Element	Title	
C.1	Type and class of the Notes:	<p>The notes described in this summary (the “Notes”) are debt securities which may be issued under the Programme.</p> <p>The Notes will be issued in series (each, a “Series”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the issue date and first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each, a “Tranche”) on the same or different issue dates. The specific terms of each Tranche will be completed in the final terms (the “Final Terms”).</p> <p>The Notes may be issued in bearer form (“Bearer Notes”), in bearer form exchangeable for Registered Notes (“Exchangeable Bearer Notes”) or in registered form (“Registered Notes”) only. Registered Notes may not be exchanged for Bearer Notes and Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.</p> <p>Each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a temporary global note in bearer form, without interest coupons (each, a “temporary Global Note”) if (a) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (b) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in Element C.5 below). Otherwise, such Tranche will be represented by a permanent global note (a “permanent Global Note”). Registered Notes will be represented by certificates (the “Certificates”), one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as “Global Certificates”. Global Certificates will be registered in the name of a nominee for one or more clearing systems.</p>
C.2	Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer(s).
C.5	Description of any restrictions on the free transferability of the Notes:	<p>The Issuer and the Dealer(s) have agreed certain customary restrictions on offers, sale and delivery of Notes and of the distribution of offering material in the European Economic Area, Argentina, Australia, Austria, Belgium, Brazil, Canada, Chile, China, Denmark, Dubai International Financial Centre, Finland, France, Guernsey, Hong Kong, Hungary, Ireland, Israel, Republic of Italy, Japan, Jordan, Republic of Lithuania, Luxembourg, Macau, Monaco, the Netherlands, New Zealand, Norway, Qatar, Russia, San Marino, Singapore, Republic of South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Republic of Turkey, Ukraine, United Arab Emirates (excluding the Dubai International Financial Centre), the United Kingdom, the United Mexican States and the United States.</p> <p>For the purposes of Regulation S, Category 2 selling restrictions shall apply. In the case of Bearer Notes offered to non-U.S. persons and certain eligible U.S. persons, such Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the “D Rules”) unless (i) the relevant Final Terms states that the Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the “C Rules”) or (ii) the Notes are issued other than in compliance with</p>

Element	Title	
		the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” for U.S. federal income tax purposes, which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable. In the case of a distribution under Rule 144A, Notes will be issued in registered form, as defined in U.S. Temp. Treas. Reg. §5f.103-1(c).
C.8	Description of the rights attached to the Notes:	<p>Ranking (status): The Notes, and the Receipts, Coupons and Talons (as applicable) relating to them will constitute unsecured and unsubordinated obligations of the Issuer and will rank <i>pari passu</i> and without any preference among themselves and with all other present or future (subject as aforesaid) unsecured and unsubordinated obligations of the Issuer (save for such exceptions as may be provided by applicable law).</p> <p>Taxation: All payments of principal and interest in respect of the Notes, Receipts, Coupons and Talons (as applicable) by the Issuer will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Netherlands (or any other relevant business jurisdiction of the Issuer), or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall, save in certain limited circumstances, pay such additional amounts as shall result in receipt by the Noteholders, Couponholders and Receiptholders (as applicable) of such amounts as would have been received by them had no such withholding or deduction been required.</p> <p>Events of Default: The terms of the Notes contain the following events of default:</p> <ul style="list-style-type: none"> (a) where the Issuer defaults on payment of interest or principal in respect of any of the Notes for more than 30 days; (b) where the Issuer fails to observe or perform any of its other obligations under the Notes and such failure continues for the period of 60 days following the service of notice on the Issuer requiring the same to be remedied; (c) where the Issuer fails to repay borrowed money which exceeds EUR 35,000,000 or its countervalue and such failure continues for a period of 30 days after notice of such failure has been received by the Issuer or the Issuer fails to honour any guarantee or indemnity in excess of EUR 35,000,000 or its countervalue and such failure continues for a period of 30 days after notice of such failure has been received by the Issuer. However, in each case, no event of default shall be deemed to have occurred if the Issuer contests its liability in good faith or shall have been ordered not to make such payment by a competent court; (d) where the Issuer becomes bankrupt, an administrator is appointed, or an order is made or an effective resolution is passed for the winding-up, liquidation or administration of the Issuer (except for the purposes of a reconstruction or merger the terms of which have previously been approved by a meeting of Noteholders) or an application is filed for a declaration (which is not revoked within a period of 30 days), or a declaration is made, under Article 3:160 of the Dutch Financial Supervision Act (<i>Wet op het financieel toezicht</i>), as modified or re-enacted from time to time, of the Netherlands in respect of the Issuer; (e) where the Issuer compromises with its creditors generally or such measures are officially decreed; and

Element	Title	
		<p>(f) where the Issuer shall cease to carry on the whole or a substantial part of its business (except for the purposes of a reconstruction or merger the terms of which have previously been approved by a meeting of the Noteholders).</p> <p>Meetings: Meetings of Noteholders may be convened to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of Notes including Noteholders who did not vote on the relevant resolution and Noteholders who voted in a manner contrary to the majority.</p> <p>Governing law: The Notes, Receipts, Coupons and Talons (as applicable) and all non-contractual obligations arising out of or in connection with them will be governed by, and shall be construed in accordance with, the laws of the Netherlands.</p>
C.9	Interest, maturity and redemption provisions, yield and representative of the Noteholders:	<p><u>Interest</u></p> <p>Fixed Rate Notes: Fixed Rate Notes bear interest at the fixed rate(s) of interest specified in the relevant Final Terms. The rate of interest will remain constant.</p> <p>Floating Rate Notes: Floating Rate Notes bear interest at a variable rate either determined (a) on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, or (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service, together with the (positive or negative) margin (if any). If applicable, the margin will remain constant, unless the relevant Final Terms provide that such margin in any interest period will increase or decrease compared with the margin applicable to the preceding interest period.</p> <p>Zero Coupon Notes: Zero Coupon Notes will be offered and sold at a discount to, or at 100 per cent. of, their nominal amount. Zero Coupon Notes do not bear interest and an investor will not receive any return on the Notes until redemption.</p> <p>Inverse Floating Rate Notes: Inverse Floating Rate Notes bear interest (if any) at a rate determined by reference to a floating rate (determined in accordance with (a) or (b) of “Floating Rate Notes” above) or the mathematical sum of or difference between two such floating rates (the “Inverse Rate”), and may be subject to a minimum amount. The rate of interest applicable in respect of an interest period is calculated by reference to one of the following formulae (as specified in the relevant Final Terms):</p> <p><u>INV(1):</u> The rate of interest will be calculated by subtracting from a margin, the relevant reference rate or floating rate option (as the case may be).</p> <p><u>INV(2):</u> The rate of interest will be calculated by multiplying an inverse rate by a gearing factor and subtracting the result from a margin.</p> <p><u>INV(3):</u> The rate of interest will be calculated by multiplying an inverse rate by a gearing factor and subtracting the result from the rate of interest calculated for the immediately preceding interest period.</p> <p><u>INV(4):</u> The rate of interest will be calculated by (a) multiplying the sum of an inverse rate and a margin by a gearing factor, and (b) subtracting the resulting amount in (a) from the rate of interest calculated for the immediately preceding interest period.</p> <p><u>INV(5):</u> The rate of interest will be calculated by (a) multiplying an inverse rate by a gearing factor and (b) subtracting the resulting amount in (a) from the sum of the rate of interest calculated for the immediately preceding interest period and a margin.</p> <p><u>INV(6):</u> The rate of interest will be the greater of (a) an inverse rate multiplied by a gearing</p>

Element	Title	
		<p>factor, and the result subtracted from a margin, and (b) the sum of another margin and the rate of interest calculated for the immediately preceding interest period.</p> <p><u>INV(7)</u>: The rate of interest will be the lesser of (a) an inverse rate multiplied by a gearing factor, and the result subtracted from a margin, and (b) the sum of another margin and the rate of interest calculated for the immediately preceding interest period.</p> <p><u>INV(8)</u>: The rate of interest will be the lesser of (a) the greater of (i) an inverse rate multiplied by a gearing factor, and the result subtracted from a margin, and (ii) the sum of another margin and the rate of interest calculated for the immediately preceding interest period, and (b) the sum of another margin and the rate of interest calculated for the immediately preceding interest period.</p> <p>CMS Linked Notes: CMS Linked Notes bear interest (if any) at a rate determined by reference to one or more swap rates. The amount of interest payable is proportionate to either a single swap rate, the mathematical sum of or difference between two such swap rates or calculated in accordance with another of the formulae detailed below, and may be subject to a minimum and/or maximum amount. The rate of interest applicable in respect of an interest period is calculated by reference to one of the following formulae (as specified in the relevant Final Terms):</p> <p><u>CMS(1)</u>: The rate of interest will be equal to a CMS rate.</p> <p><u>CMS(2)</u>: The rate of interest will be equal to a CMS rate plus a margin.</p> <p><u>CMS(3)</u>: The rate of interest will be equal to a CMS rate multiplied by a gearing factor and a margin being added to the result.</p> <p><u>CMS(4)</u>: The rate of interest will be equal to a CMS rate multiplied by a gearing factor.</p> <p><u>CMS(5)</u>: The rate of interest will be equal to a CMS rate plus a margin and the resulting amount being multiplied by a gearing factor.</p> <p><u>CMS(6)</u>: The rate of interest will be the greater of (a) a CMS rate multiplied by a gearing factor, and a margin added to that result, and (b) an applicable rate (which, for the avoidance of doubt, will be a different rate to the CMS rate) multiplied by another gearing factor, and another margin added to that result.</p> <p><u>CMS(7)</u>: The rate of interest will be the lesser of (a) a CMS rate multiplied by a gearing factor, and a margin added to that result, and (b) an applicable rate (which, for the avoidance of doubt, will be a different rate to the CMS rate) multiplied by another gearing factor, and another margin added to that result.</p> <p><u>CMS(8)</u>: The rate of interest will be the greater of (a) a CMS rate multiplied by a gearing factor, and a margin added to that result, and (b) another CMS rate multiplied by another gearing factor, and another margin added to that result.</p> <p><u>CMS(9)</u>: The rate of interest will be the lesser of (a) a CMS rate multiplied by a gearing factor, and a margin added to that result, and (b) another CMS rate multiplied by another gearing factor, and another margin added to that result.</p> <p><u>CMS(10)</u>: The rate of interest will be equal to the difference between two different CMS rates.</p> <p><u>CMS(11)</u>: The rate of interest will be the product of (a) the difference between two different CMS rates, and a margin added to the result, and (b) a gearing factor.</p> <p><u>CMS(12)</u>: The rate of interest will be the sum of (a) the product of (i) the difference between two different CMS rates and (ii) a gearing factor, and (b) a margin.</p> <p><u>CMS(13)</u>: The rate of interest will be the difference between (a) the greater of (i) a CMS rate</p>

Element	Title	
		<p>multiplied by a gearing factor, and a margin added to that result, and (ii) a minimum rate of interest, and (b) the greater of (i) another CMS rate multiplied by another gearing factor, and another margin added to that result, and (ii) another minimum rate of interest.</p> <p><u>CMS(14)</u>: The rate of interest will be the difference between (a) the lesser of (i) a CMS rate multiplied by a gearing factor, and a margin added to that result, and (ii) a maximum rate of interest, and (b) the lesser of (i) another CMS rate multiplied by another gearing factor, and another margin added to that result, and (ii) another maximum rate of interest.</p> <p><u>CMS(15)</u>: The rate of interest will be the greater of (a) a CMS rate multiplied by a gearing factor, and a margin added to that result, and (b) the product of (i) the difference between two CMS rates, and a margin added to that result, and (ii) another gearing factor.</p> <p><u>CMS(16)</u>: The rate of interest will be the lesser of (a) a CMS rate multiplied by a gearing factor, and a margin added to that result, and (b) the product of (i) the difference between two CMS rates, and a margin added to that result, and (ii) another gearing factor.</p> <p><u>CMS(17)</u>: The rate of interest will be the greater of (a) an applicable rate multiplied by a gearing factor, and a margin added to that result, and (b) the product of (i) the difference between two CMS rates, and a margin added to that result, and (ii) another gearing factor.</p> <p><u>CMS(18)</u>: The rate of interest will be the lesser of (a) an applicable rate multiplied by a gearing factor, and a margin added to that result, and (b) the product of (i) the difference between two CMS rates and a margin added to that result, and (ii) another gearing factor.</p> <p><u>CMS(19)</u>: The rate of interest will be the product of (a) (i) first, a margin will be added to a CMS rate, (ii) secondly, the resulting amount calculated in (i) above multiplied by a gearing factor and one added to that result, (iii) thirdly, the resulting amount calculated in (ii) above raised to a power and from that result one subtracted, and (b) another gearing factor.</p> <p><u>CMSRA(1)</u>: The rate of interest will be the product of (a) a Range Accrual Fraction and (b) an applicable rate (which rate may be a CMS rate), where the “Range Accrual Fraction” is the resulting fraction of the quotient of (i) the number of fixing days during the relevant interest period on which a specified accrual rate falls inside or outside the specified range and (ii) the total number of fixing days in the relevant interest period.</p> <p><u>CMSRA(2)</u>: The rate of interest will be the product of (a) the Range Accrual Fraction and (b) the sum of an applicable rate (which may be a CMS rate) and the margin, where the “Range Accrual Fraction” is the resulting fraction of the quotient of (i) the number of fixing days during the relevant interest period on which a specified accrual rate falls inside or outside a specified range and (ii) the total number of fixing days in the relevant interest period.</p> <p><u>CMSRA(3)</u>: The rate of interest applicable in respect of any interest period will be the product of (a) a Range Accrual Fraction, and (b) the sum of (i) an applicable rate (which may be a CMS rate) multiplied by a gearing factor and (ii) a margin, where the “Range Accrual Fraction” is the resulting fraction of the quotient of (i) the number of fixing days during the relevant interest period on which a specified accrual rate falls inside or outside the specified range and (ii) the total number of fixing days in the relevant interest period.</p> <p><u>CMSRA(4)</u>: The rate of interest applicable in respect of any interest period will be the product of (a) a Range Accrual Fraction and (b) the lesser of (i) an applicable rate (which may be a CMS rate) multiplied by a gearing factor, and a margin added to that result and (ii) a maximum interest rate, where the “Range Accrual Fraction” is the resulting fraction of the quotient of (i) the number of fixing days during the relevant interest period on which a specified accrual rate falls inside or outside the specified range and (ii) the total number of</p>

Element	Title	
		<p>fixing days in the relevant interest period.</p> <p>CMSRA(5): The rate of interest applicable in respect of any interest period will be the product of (a) a Range Accrual Fraction and (b) the greater of (i) an applicable rate (which may be a CMS rate) multiplied by a gearing factor, and a margin added to that result and (ii) a minimum interest rate, where the “Range Accrual Fraction” is the resulting fraction of the quotient of (i) the number of fixing days during the relevant interest period on which a specified accrual rate falls inside or outside the specified range and (ii) the total number of fixing days in the relevant interest period.</p> <p>Range Accrual Notes: Range Accrual Notes bear interest (if any) at a variable rate determined by reference to a floating rate (determined in accordance with paragraph (a) or (b) of “<i>Floating Rate Notes</i>” above) depending on how many days such floating rate is above or below a specified barrier or within a specified range during a specified observation period. Interest is calculated by reference to one of the following formulae (as specified in the relevant Final Terms):</p> <p>RAN(1): The rate of interest will be product of (a) an applicable rate and (b) a Range Accrual Fraction, where the “Range Accrual Fraction” is the resulting fraction of the quotient of (i) the number of fixing days during the relevant interest period on which a specified accrual rate falls inside or outside a specified range and (ii) the total number of fixing days in the relevant interest period.</p> <p>RAN(2): The rate of interest will be product of (a) a Range Accrual Fraction and (b) the sum of an applicable rate and a margin, where the “Range Accrual Fraction” is the resulting fraction of the quotient of (i) the number of fixing days during the relevant interest period on which a specified accrual rate falls inside or outside a specified range and (ii) the total number of fixing days in the relevant interest period.</p> <p>RAN(3): The rate of interest will be the product of (a) a Range Accrual Fraction and (b) an applicable rate multiplied by a gearing factor and a margin added to the result, where the “Range Accrual Fraction” is the resulting fraction of the quotient of (i) the number of fixing days during the relevant interest period on which a specified accrual rate falls inside or outside a specified range and (ii) the total number of fixing days in the relevant interest period.</p> <p>RAN(4): The rate of interest will be the product of (a) a Range Accrual Fraction and (b) the lesser of (i) an applicable rate multiplied by a gearing factor, and a margin added to the result, and (ii) the Maximum Rate of Interest, where the “Range Accrual Fraction” is the resulting fraction of the quotient of (i) the number of fixing days during the relevant interest period on which a specified accrual rate falls inside or outside a specified range and (ii) the total number of fixing days in the relevant interest period.</p> <p>RAN(5): The rate of interest will be the product of (a) a Range Accrual Fraction and (b) the greater of (i) an applicable rate multiplied by a gearing factor, and a margin added to the result, (ii) a minimum interest rate, where the “Range Accrual Fraction” is the resulting fraction of the quotient of (i) the number of fixing days during the relevant interest period on which a specified accrual rate falls inside or outside a specified range and (ii) the total number of fixing days in the relevant interest period.</p> <p>Variable Rate Notes: Variable Rate Notes bear interest at an initial specified rate which may be varied on one or more specified dates during the term of the Notes: either by notice to the Noteholders (which variation is at the Issuer’s option) or automatically on such dates. The rates of interest for Variable Rate Notes may be calculated in the same manner as Fixed Rate</p>

Element	Title	
		<p>Notes, Floating Rate Notes, CMS Linked Notes, Inverse Floating Rate Notes, Range Accrual Notes or Zero Coupon Notes.</p> <p><i>Ratchet Notes:</i> Ratchet Notes bear interest at a specified geared floating rate plus margin, subject to a minimum amount and maximum amount that both re-set each interest period. The maximum amount that is applicable for an interest period re-sets to the rate of interest paid in the immediately preceding interest period (the “Previous Coupon”) plus a specified maximum increase over such Previous Coupon. The minimum amount that is applicable for an interest period re-sets to the Previous Coupon plus a specified minimum increase, or maximum decrease, over such Previous Coupon. This minimum amount ensures that the interest applicable for an interest period does not fall below a certain rate of interest relative to the Previous Coupon.</p> <p><i>Contingent Coupon Notes:</i> Contingent Coupon Notes bear interest (if any) at a rate determined by reference to one or more Underlyings (as defined in C.20 below) observed either on a single date or over a number of days in a specified period. Interest is calculated by reference to one of the following formulae (as specified in the relevant Final Terms):</p> <p><u><i>Conditional Coupon with No Memory – Single Underlying:</i></u> The Notes bear interest at a specified rate if the value of the Underlying is at or above a specified threshold on the relevant date, otherwise, no interest will be payable in respect of the relevant Interest Period.</p> <p><u><i>Conditional Coupon with No Memory – Worst Performer:</i></u> The Notes bear interest at a specified rate if the value of each Underlying in a basket is at or above a specified threshold on the relevant date. If the value of any one of the Underlyings comprising the basket is below such specified threshold on the relevant date, no interest will be payable for the relevant Interest Period.</p> <p><u><i>Conditional Coupon with Memory – Single Underlying:</i></u> The Notes bear interest at a specified rate if the value of the Underlying is at or above a specified threshold on the relevant date. If the value is below such threshold, no interest will be payable in respect of the relevant Interest Period, although the rate of interest will in respect of each successive interest period be increased by a factor reflecting the number of previous consecutive interest periods that have occurred where no interest was payable. The Notes bear no interest if the value of the Underlying is below the specified threshold on all of the relevant dates during the term of the Notes.</p> <p><u><i>Conditional Coupon with Memory – Worst Performer:</i></u> The Notes bear interest (if any) at a specified rate if the value of each Underlying in a basket is at or above a specified threshold on the relevant date. If the value of any one or more of the Underlyings in the basket is below such specified threshold on the relevant date, no interest will be payable for the relevant Interest Period, although the rate of interest will in respect of each successive interest period be increased by a factor reflecting the number of previous consecutive interest periods that have occurred where no interest was payable. The Notes bear no interest if the value of one or more of the Underlyings in the basket is below the specified threshold on all of the relevant dates during the term of the Notes.</p> <p><u><i>Range Accrual – Single Underlying:</i></u> The Notes bear interest (if any) at a rate determined by reference to the number of days in a specified period on which the closing value of an Underlying is at or above a specified threshold or within a specified range compared with the number of days in the relevant period. If the value of the Underlying remains below the specified threshold, or outside the specified range throughout the entire relevant period, no</p>

Element	Title	
		<p>interest will be payable for the relevant interest period.</p> <p><u><i>Range Accrual – Worst Performer:</i></u> The Notes bear interest (if any) determined by reference to the number of days in the relevant period on which the closing value, on any day in such period, of the worst performing Underlying in a basket is at or above a specified threshold or within a specified range compared with the number of days in the relevant period. If the value of the worst performing Underlying remains below the specified threshold, or outside the specified range throughout the entire relevant period, no interest will be payable for the relevant interest period.</p> <p><u><i>Bonus Recovery – Single Underlying:</i></u> If the value of the Underlying is at or above a specified threshold on the relevant date, the Notes will bear interest at a rate of interest determined by reference to the increase in value of an Underlying relative to a specified initial value, subject to a minimum specified rate of interest, otherwise, no interest will be payable in respect of the relevant interest period.</p> <p><u><i>Bonus Recovery – Worst Performer:</i></u> If the value of each of the Underlyings in a basket is at or above a specified threshold on the relevant date, the Notes bear interest at a rate determined by reference to the increase in value of the worst performing Underlying relative to the specified initial value of that Underlying, subject to a minimum specified rate of interest. If the value of any one of the Underlyings comprising the basket falls below such specified threshold on the relevant date, no interest will be payable in respect of the relevant interest period.</p> <p><u><i>Year-on-year Inflation Linked Interest:</i></u> The Notes bear interest (if any) at a rate determined by reference to the change in the level of an inflation index over a one year period, subject to a maximum amount and/or a minimum amount if either or both are specified to apply. If the performance of the inflation index yields a negative result, no interest is payable.</p> <p><u><i>Other Periodic Inflation Linked Interest:</i></u> The Notes bear interest (if any) at a rate determined by reference to the change in the level of an inflation index over a specified period subject to a maximum amount and/or a minimum amount if either or both are specified to apply. If the performance of the inflation index yields a negative result, no interest is payable.</p> <p><u><i>Digital Interest:</i></u> The Notes bear interest (if any) at a rate determined by reference to one of two specified rates, depending on the value of an Underlying relative to either a specified threshold or a specified range on the relevant date.</p> <p><u><i>FX Linked Interest: FX(1):</i></u> The Notes bear interest (if any) determined by reference to the performance of the rate of exchange of two specified currencies (an “FX Rate”) multiplied by one specified rate, with a second specified amount being subtracted from the result. The performance of such FX Rate is calculated by dividing its value on a specified date prior to each Interest Payment Date by its initial value.</p> <p><i>FX(2):</i> The Notes bear interest (if any) determined by reference to the performance of an FX Rate multiplied by a specified rate. The performance of such FX Rate is calculated by dividing its value on a specified date prior to each Interest Payment Date by its initial value.</p> <p><u><i>FX Range Interest:</i></u> The Notes bear interest (if any) determined by reference to the performance of a specified FX Rate. If the FX Rate is within two specified thresholds, interest is calculated at one specified rate. If the FX Rate is outside such thresholds, interest is calculated at an alternative rate.</p> <p><u><i>Automatic Early Redemption</i></u></p> <p>Where “Automatic Early Redemption” is specified to apply, the Notes will be automatically redeemed prior to their stated maturity upon the occurrence of certain events, specified in the</p>

Element	Title	
		<p>relevant Final Terms on a specified automatic early redemption date.</p> <p>The cash amount in respect of each specified calculation amount per Note (the “Calculation Amount”) payable on any such early redemption will be equal to a specified percentage per Calculation Amount, together with the interest (if any) accrued to (but excluding) the date on which the Notes redeem early.</p> <p><u>Redemption at maturity</u></p> <p>The redemption amount payable or deliverable (as the case may be) at maturity is calculated by reference to a specified “Final Redemption Amount” formula, which will determine either (a) a cash amount to be paid on the maturity date (either specified in such Final Redemption Amount formula or calculated on the basis of a specified cash amount formula (“Cash Settlement Amount”)) or (b) an amount of assets which the Issuer shall deliver to Noteholders (“Asset Amount”), calculated in accordance with a specified Asset Amount formula, as the case may be.</p> <p><u>Final Redemption Amounts</u></p> <p><u>Redemption at Par/Redemption at Discount/Premium:</u> The Notes will be redeemed at a par or at a specified percentage per Calculation Amount (which may be less than (issued at a “discount”) or greater than (issued at a “premium”) 100 per cent.).</p> <p><u>Dual Currency Redemption:</u> A cash amount equivalent to the Calculation Amount will be payable. The currency in which such cash amount is payable will be determined by reference to the increase or decrease in the value of an FX Rate over a specified period (the “FX Performance”). If the FX Performance is either (a) equal to or greater than, (b) equal to or less than, (c) greater than or (d) less than a specified threshold, depending on which option is specified in the relevant Final Terms (each, a “Currency Condition”), the cash amount will be converted into an alternative currency at an exchange rate as specified in the relevant Final Terms. If the Currency Condition is not met, the cash amount will be payable in the currency in which the Notes are denominated.</p> <p><u>Standard Redemption – Single Underlying:</u> If the final value of an Underlying is greater than or equal to a specified threshold, the Notes will redeem at par; otherwise, the Notes will redeem in accordance with the Cash Settlement Amount formula or Asset Amount formula, as the case may be, specified in the relevant Final Terms.</p> <p><u>Standard Redemption – Worst Performer:</u> If the final value of each Underlying in a basket is greater than or equal to its specified threshold, the Notes will redeem at par; otherwise, the Notes will redeem in accordance with the Cash Settlement Amount formula or Asset Amount formula, as the case may be, specified in the relevant Final Terms.</p> <p><u>Standard Redemption – Basket:</u> If the aggregate of the final values of all the Underlyings in a basket is greater than or equal to a specified threshold, the Notes will redeem at par; otherwise, the Notes will redeem in accordance with the Cash Settlement Amount formula or Asset Amount formula, as the case may be, specified in the relevant Final Terms.</p> <p><u>Barrier Redemption – Single Underlying:</u> If the final value of an Underlying is greater than or equal to the strike, the Notes will redeem in accordance with the first Cash Settlement Amount formula specified in the relevant Final Terms; if the final value of the Underlying is less than the strike and equal to or greater than the barrier, the Notes will redeem at par; if the final value of the Underlying is less than the barrier the Notes will redeem in accordance with the second Cash Settlement Amount formula or the Asset Amount formula, as the case may be, specified in the relevant Final Terms.</p>

Element	Title	
		<p><u>Barrier Redemption – Worst Performer:</u> If the final value of each Underlying in a basket is greater than or equal to its strike, the Notes will redeem in accordance with the first Cash Settlement Amount formulae specified in the relevant Final terms; if the final value of the worst performing Underlying in the basket is less than its strike and equal to or greater than its barrier, the Notes will redeem at par; if the final value of any Underlying in the basket is less than its barrier, the Notes will redeem in accordance with the second Cash Settlement Amount formula or the Asset Amount formula, as the case may be, specified in the relevant Final Terms.</p> <p><u>Continuous Barrier Redemption – Single Underlying:</u> If the final value of an Underlying is greater than or equal to the strike, the Notes will redeem in accordance with the first Cash Settlement Amount formula specified in the relevant Final Terms; if the final value of the Underlying is less than the strike and a specified barrier has not been breached, the Notes will redeem at par; if the final value of the Underlying is less than its strike and a specified barrier has been breached, the Notes will redeem in accordance with the second Cash Settlement Amount formula or the Asset Amount formula, as the case may be, specified in the relevant Final Terms.</p> <p><u>Continuous Barrier Redemption – Worst Performer:</u> If the final value of each Underlying in a basket is greater than or equal to its strike, the Notes will redeem in accordance with the first Cash Settlement Amount formula specified in the relevant Final Terms; if the final value of any such Underlying is less than the strike and a specified barrier has not been breached, the Notes will redeem at par; if the final value of any such Underlying is less than its strike and a specified barrier has been breached, the Notes will redeem in accordance with the second Cash Settlement Amount formula or the Asset Amount formula, as the case may be, specified in the relevant Final Terms.</p> <p><u>Cash Settlement Amounts</u></p> <p><u>Redemption at Par/Redemption at Discount/Premium:</u> The Notes will be redeemed at a par or at a specified percentage per Calculation Amount (which may be less than or greater than 100 per cent.).</p> <p>If one of the following formulae is specified to apply in respect of the Notes, the amount payable at maturity will be determined by reference to the performance of one or more Underlyings over a period of time:</p> <p><u>Performance – Single Underlying:</u> A cash amount (if any) will be payable on redemption calculated by dividing the final value of an Underlying by its specified initial value.</p> <p><u>Performance – Worst Performer:</u> A cash amount (if any) will be payable on redemption calculated by dividing the final value of the worst performing Underlying in a basket by its specified initial value.</p> <p><u>Performance – Basket:</u> A cash amount (if any) will be payable on redemption calculated by dividing the final value of all Underlyings in a basket by their aggregate initial value.</p> <p><u>Gearing – Single Underlying:</u> A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of an Underlying relative to its specified initial value, which amount is multiplied by a specified geared rate.</p> <p><u>Gearing – Worst Performer:</u> A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of the worst performing Underlying in a basket, multiplied by a specified geared rate and with a specific amount deducted.</p> <p><u>Gearing with cap – Single Underlying:</u> A cash amount (if any) will be payable on redemption</p>

Element	Title	
		<p>determined by reference to the geared increase or decrease in the value of an Underlying relative to its specified initial value, subject to a specified maximum amount.</p> <p><u><i>Gearing with cap – Worst Performer</i></u>: A cash amount (if any) will be payable on redemption determined by reference to the geared increase or decrease in the value of the worst performing Underlying in a basket relative to its specified initial value, subject to a specified maximum amount.</p> <p><u><i>Gearing with cap and/or floor – Single Underlying</i></u>: A cash amount (if any) will be payable on redemption determined by reference to the geared increase or decrease in the value of an Underlying relative to its specified initial value, subject to a specified maximum amount and/or a specified minimum amount.</p> <p><u><i>Gearing with cap and/or floor – Worst Performer</i></u>: A cash amount (if any) will be payable on redemption determined by reference to the geared increase or decrease in the value of the worst performing Underlying in a basket relative to its specified initial value, subject to a specified maximum amount and/or a specified minimum amount.</p> <p><u><i>Inflation Index Linked Redemption</i></u>: A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of an inflation index over a specified period, subject to a minimum amount and a maximum amount, as the case may be, if applicable.</p> <p><u><i>FX Performance Linked Redemption – Single Underlying</i></u>: A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of an FX Rate, subject to a minimum amount, over a specified period, which amount is multiplied by a specified geared rate.</p> <p><u><i>FX Performance Linked Redemption – Basket</i></u>: A cash amount (if any) will be payable on redemption determined by reference to the average of the increase or decrease in the value of a basket of FX Rates over a specified period.</p> <p><i>Asset Amounts</i></p> <p>The “Asset Amount” formula specified will determine the amount of assets per Calculation Amount that the Issuer shall deliver to Noteholders on redemption (the “Asset Amount”). In the event that this amount does not result in whole numbers of assets, any residual amount will be paid in cash.</p> <p><u><i>Single Underlying – No Exchange Rate</i></u>: The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the Underlying.</p> <p><u><i>Single Underlying – Exchange Rate for Currencies other than Sterling</i></u>: The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the Underlying, taking into account the applicable exchange rate between the specified currency of the Notes and the currency of the Underlying.</p> <p><u><i>Single Underlying – Exchange Rate for Sterling</i></u>: The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the Underlying, taking into account the applicable exchange rate between the specified currency of the Notes and the currency of the Underlying, the resulting value of which is then multiplied by 100.</p> <p><u><i>Worst Performer – No Exchange Rate</i></u>: The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the worst performing Underlying in the basket.</p> <p><u><i>Worst Performer – Exchange Rate for Currencies other than Sterling</i></u>: The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the worst performing</p>

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		<p>Underlying in the basket, taking into account the applicable exchange rate between the specified currency of the Notes and the currency of the relevant Underlying.</p> <p><u>Worst Performer – Exchange Rate for Sterling:</u> The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the worst performing Underlying in the basket, taking into account the applicable exchange rate between the specified currency of the Notes and the currency of the relevant Underlying, the resulting value of which is then multiplied by 100.</p> <p><u>Fiscal Agent:</u> Deutsche Bank AG, London Branch</p>
C.10	Derivative component in interest payments:	The amount of interest payable in respect of Contingent Coupon Notes is dependent on the value of one or more Underlyings. Where “Automatic Early Redemption” is specified to apply, whether the Notes redeem early depends on the value of one or more Underlyings, which may affect the amount of interest (if any) an investor receives over the term of the Notes. See C.9 above and C.18 below for further information.
C.11	Listing and admission to trading:	Notes may be listed on Euronext Amsterdam, on the regulated market of the Luxembourg Stock Exchange, on the SIX Structured Products Exchange or may be issued on an unlisted basis.
C.15	Description of how the value of your investment is affected by the value of the Underlying Assets:	<p><u>Contingent Coupon Notes:</u> The amount of interest payable (if any) in any interest period will depend on the value of the Underlying(s) on a specified observation date or during a specified observation period. In particular:</p> <p><i>Conditional Coupon with No Memory, Conditional Coupon with Memory and Bonus Recovery:</i> Interest will be payable if the value of the relevant Underlying is at or above a specified threshold; otherwise no interest will be payable for that interest period.</p> <p><i>Range Accrual:</i> Interest will be payable if the value of the relevant Underlying is at or above a specified threshold, or within a specified range; otherwise no interest will be payable for that interest period.</p> <p><i>Year-on-year Inflation Linked Interest and Other Periodic Inflation Linked Interest:</i> The amount of interest payable is determined by reference to the change in the level of an inflation index over a specified period. If the value of the inflation index increases over a specified time, the amount of interest payable for the relevant period will increase and, if the value of such index decreases, the amount of interest payable for the relevant period will decrease.</p> <p><i>Digital Interest:</i> The amount of interest payable will depend on the value of the Underlying relative to either a specified threshold or a specified range.</p> <p><i>FX Linked Interest:</i> The amount of interest payable is determined by reference to the change in the value of an FX Rate relative to a specified initial FX Rate. If the value of the FX Rates increases relative to such initial FX Rate, the amount of interest payable for the relevant period will increase and, if the value of such FX Rate decreases, the amount of interest payable for the relevant period will decrease.</p> <p><i>FX Range Interest:</i> The amount of interest payable is determined by reference to the performance of a specified FX Rate. If the FX Rate is within two specified thresholds, interest is calculated at one specified rate. If the FX Rate is outside such thresholds, interest is calculated at an alternative rate.</p> <p><i>Automatic Early Redemption:</i> Whether the Notes redeem early, prior to the stated maturity date, will depend on the value of the relevant Underlying(s) relative to either a specified</p>

Element	Title	
		<p>threshold or a specified range.</p> <p><u>Final Redemption Amounts:</u> Other than Notes where the Final Redemption Amount is specified as “Redemption at Par” or “Redemption at Discount/Premium”, the amount at which the Notes will redeem on maturity will depend on the final value of the Underlying(s). In particular:</p> <p><u>Dual Currency Redemption:</u> The currency in which the cash amount is payable on redemption is determined in reference to the value of an FX Rate relative to a specified trigger threshold.</p> <p><u>Standard Redemption:</u> If the final value of the relevant Underlying(s) is at or above a specified value, the Notes will be redeemed at par; otherwise, the amount of assets deliverable or cash payable on redemption will be determined in accordance with the Cash Settlement Amount or Asset Amount formula specified in the relevant Final Terms.</p> <p><u>Barrier Redemption:</u> If the final value of the relevant Underlying(s) is at or above a specified value, the Notes will be redeemed in accordance with the “First Cash Settlement Amount” formula specified in the relevant Final Terms; if the final value of the Underlying(s) falls within a two specified values, the Notes will be redeemed at par; otherwise, the amount of assets deliverable or cash payable on redemption will be determined in accordance with the “Second Cash Settlement Amount” or Asset Amount formula specified in the relevant Final Terms.</p> <p><u>Continuous Barrier Redemption:</u> If the final value of the relevant Underlying(s) is at or above a specified value, the Notes will be redeemed in accordance with the “First Cash Settlement Amount” formula specified in the relevant Final Terms; if the final value of the Underlying(s) is less than the specified value and a barrier breach event has not occurred, the Notes will be redeemed at par; otherwise, the amount of assets deliverable or cash payable on redemption will be determined in accordance with the “Second Cash Settlement Amount” or Asset Amount formula specified in the relevant Final Terms.</p> <p><u>Cash Settlement Amounts:</u> Other than Notes where the Cash Settlement Amount is specified as “Redemption at Par” or “Redemption at Discount/Premium”, the amount at which the Notes will redeem on maturity will depend in part on the final value of the Underlying(s). In particular:</p> <p><u>Performance and Gearing:</u> The cash amount payable on redemption is determined by reference to the value of the relevant Underlying(s) relative to a specified strike value. If the value of the relevant Underlying(s) increases relative to such strike value, the amount payable on redemption will increase and, if the value of such Underlying(s) decreases, the amount of payable on redemption will decrease.</p> <p><u>Inflation Linked Redemption:</u> The cash amount payable on redemption is determined by reference to the change in the level of an inflation index over a specified period. If the value of the inflation index increases over a specified time, the amount payable on redemption will increase and, if the value of such index decreases, the amount payable on redemption will decrease.</p> <p><u>FX Performance Linked Redemption:</u> The cash amount payable on redemption is determined by reference to the performance of a FX Rate or basket of FX Rates. If “Put” is selected and the relevant FX Rate(s) increase in value, the amount payable on redemption will be higher. If “Call” is selected and the relevant FX Rate(s) increase in value, the amount payable on redemption will be lower.</p>

Element	Title	
		<p><u>Asset Amounts:</u> If an Asset Amount formula is applicable, the amount of assets deliverable at maturity will be dependent in part on the strike value of the relevant Underlying and any exchange rate, if applicable. The higher the final value, the fewer the number of assets that will be deliverable.</p> <p>See also C.9 above.</p>
C.16	Expiration or maturity date of the securities:	Subject to early redemption, the Notes are scheduled to redeem on the Maturity Date specified in the Final Terms.
C.17	Description of the settlement procedures of the securities:	Settlement procedures will vary depending on the clearing system for the Notes and local practices in the jurisdiction of the investor. The Notes will be delivered on the issue date either against payment of the issue price or free of payment of the issue price as specified in the relevant Final Terms. The Notes may be cleared and settled through, amongst others, Euroclear Bank SA, Euroclear Bank NV or Clearstream Banking, <i>société anonyme</i> .
C.18	A description of how the return on derivative securities takes place:	See C.9 and C.10 above.
C.19	Final reference price of the underlying:	The final reference price of the Underlying(s) will be determined by the Calculation Agent in accordance with the conditions.
C.20	A description of the type of the underlying and where information on the underlying can be found:	The Notes may be linked to a single or a basket of (a) commodities; (b) commodity indices; (c) equities; (d) equity indices; (e) FX rates; (f) funds or (g) inflation indices (each, an “Underlying”), as specified in the relevant Final Terms. Information regarding the Underlying(s) may be found at the information source specified in the relevant Final Terms and the relevant issue specific summary.
C.21	Indication of the market where the Notes will be traded and for which a prospectus has been prepared:	Please see C.11 above.

Section D – Summary Risk Factors

Element	Title	
D.2	Key information on	In purchasing the Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of

Element	Title	
	the key risks that are specific to the Issuer:	<p>factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified a number of factors which could materially adversely affect its business and ability to make payments due under the Notes.</p> <p>These factors include (a) business and general economic conditions; (b) credit risk; (c) country risk; (d) interest rate and inflation risk; (e) funding and liquidity risk; (f) market risk; (g) currency risk; (h) operational risk; (i) legal risk; (j) tax risk; (k) systemic risk; (l) effect of governmental policy and regulation; (m) minimum regulatory capital and liquidity requirements; (n) credit ratings; (o) competition; (p) geopolitical developments, (q) business environment; (r) terrorist acts, other acts of war or hostility, civil unrest, geopolitical, pandemic or other such events; and (s) key employees.</p>
D.3	Key information on the key risks that are specific to the Notes:	<p>There are also risks associated with the Notes. These include:</p> <p>Market risks: a range of market risks, including: (a) there may be no or only a limited secondary market in the Notes; (b) an optional redemption feature of Notes is likely to limit their market value; and (c) any credit rating assigned to the Notes may not adequately reflect all the risks associated with an investment in the Notes.</p> <p>Modification without consent: The conditions of the Notes may be modified without the consent of the holder in certain circumstances.</p> <p>Withholding tax risk: The holders may not receive payment of the full amounts due in respect of the Notes as a result of amounts being withheld by the Issuer in order to comply with applicable laws.</p> <p>Change in law: Investors are exposed to the risk of changes in laws or regulations affecting the value of the Notes.</p> <p>Exchange rate risk: An investor's investment may be adversely affected by exchange rate movements.</p> <p>Interest rate risks: A holder of Fixed Rate Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. A holder of Floating Rate Notes, CMS Linked Notes, Range Accrual Notes, Variable Rate Notes or Ratchet Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes, CMS Linked Notes, Range Accrual Notes or Ratchet Notes in advance.</p> <p>Notes issued at a discount: The market values of Notes issued at a substantial discount from their principal amount tend to fluctuate more in relation to changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the Notes, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.</p>
D.6	Risk warning that investors may lose value of entire investment or	<p>The following shall apply to any Notes where the amount payable on redemption is linked to one or more Underlyings:</p> <p>The capital invested in the Notes may be at risk. Consequently, the amount a prospective investor may receive on redemption of its Notes may be less than the amount invested by it and may be zero.</p>

Element	Title	
	part of it:	<p>The following applies to all Notes:</p> <p>Investors may lose up to the entire value of their investment if: (a) the investor sells their Notes prior to the scheduled redemption in the secondary market at an amount that is less than the initial purchase price; (b) the Issuer is subject to insolvency or bankruptcy proceedings or some other event which negatively affects the Issuer's ability to repay amounts due under the Notes; (c) the Notes are redeemed early for reasons beyond the control of the Issuer (such as a change of applicable law or market event in relation to the underlying asset(s)), and the amount paid or delivered is less than the initial purchase price; and/or (d) the Notes are subject to certain adjustments or alternative valuations following certain disruptive market events that result in the amount to be paid or delivered being reduced to an amount or value that is less than the initial purchase price.</p>

Section E – Offer

Element	Title	
E.2b	Reasons for the offer and use of proceeds:	The net proceeds from each issue of Notes will be used by the Issuer in connection with its banking business unless otherwise specified in the relevant Final Terms with respect to a specific Tranche of Notes.
E.3	Terms and Conditions of the Offer:	The terms and conditions of each offer of Notes will be determined by agreement between the Issuer and the relevant Dealer(s) at the time of issue and specified in the relevant Final Terms. An investor intending to acquire or acquiring any Notes in a Public Offer from an Authorised Offeror other than the Issuer will do so, and offers and sales of such Notes to an investor by such Authorised Offeror will be made in accordance with any terms and other arrangements in place between such Authorised Offeror and such investor including as to price, allocations, expenses and settlement arrangements. The investor must look to the relevant Authorised Offeror for the provision of such information and the Authorised Offeror will be responsible for such information. The Issuer has no responsibility or liability to an investor in respect of such information.
E.4	Interests of natural and legal persons involved in the issue of the Notes:	The relevant Dealer(s) may be paid fees in relation to any issue of Notes under the Programme. Any such Dealer and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and their respective affiliates in the ordinary course of business.
E.7	Estimated expenses charged to the investor by the Issuer or the offeror:	There are no expenses charged to the investor by the Issuer or any Authorised Offeror with respect to the Programme generally; however, such expenses may be charged in connection with a specific Tranche of Notes. If so, details will be included in the issue-specific summary attached to the relevant Final Terms.

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent risks inherent in investing in Notes issued under the Programme, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents deemed to be incorporated by reference herein) and reach their own views prior to making any investment decision.

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme

Business and general economic conditions

The profitability of Rabobank Group could be adversely affected by a worsening of general economic conditions in the Netherlands and/or globally. Banks are still facing persistent turmoil in financial markets following the European sovereign debt crisis that arose in the first half of 2010 and has continued. In 2013, the Dutch economy contracted more than foreseen and was characterised by low consumer spending, rising unemployment, a stagnated housing market and a lack of business investments. These factors have resulted in reduced borrowing and interest rates, and increases in impaired loans. Despite modest economic growth beginning in the fourth quarter of 2013, it is expected that 2014 will be another difficult year for the Dutch economy, as structural reform in the Dutch economy and throughout Europe has led to higher unemployment, lower household purchasing power and low business investments. Factors such as interest rates, exchange rates, inflation, deflation, investor sentiment, the availability and cost of credit, the liquidity of the global financial markets and the level and volatility of equity prices can significantly affect the activity level of customers and the profitability of Rabobank Group. Interest rates remained low in 2013 and the beginning of 2014. Persistent low interest rates have negatively affected and continue to negatively affect the net interest income of Rabobank Group. Also, a prolonged economic downturn, or significantly higher interest rates for customers, could adversely affect the credit quality of Rabobank Group's assets by increasing the risk that a greater number of its customers would be unable to meet their obligations. Moreover, a market downturn and worsening of the Dutch and global economy could reduce the value of Rabobank Group's assets and could cause Rabobank Group to incur further mark-to-market losses in its trading portfolios or could reduce the fees Rabobank Group earns for managing assets or the levels of assets under management. In addition, a market downturn and increased competition for savings in the Netherlands could lead to a decline in the volume of customer transactions that Rabobank Group executes and, therefore, a decline in customer deposits and the income it receives from commissions and interest. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations - Factors affecting results of operations - General market conditions*". Continuing volatility in the financial markets or a protracted economic downturn in the Netherlands or Rabobank Group's other major markets could have a material adverse effect on Rabobank Group's results of operations.

Credit risk

Credit risk is defined as the risk that a bank will suffer economic losses because a counterparty cannot fulfil its financial or other contractual obligations arising from a credit contract. A “credit” is each legal relationship on the basis of which Rabobank, in its role as financial services provider, can or will obtain a claim on a debtor by providing a product. In addition to loans and facilities (with or without commitment), credit as a generic term also includes, among other things, guarantees, letters of credit and derivatives.

A further economic downturn or worsening of the European sovereign debt crisis may result in an increase in credit risk and, consequently, loan losses that are above Rabobank Group’s long-term average, which could have a material adverse effect on Rabobank Group’s results of operations.

Country risk

With respect to country risk, a distinction can be made between transfer risk and collective debtor risk. Transfer risk relates to the possibility of foreign governments placing restrictions on funds transfers from debtors in that country to creditors abroad. Collective debtor risk relates to the situation in which a large number of debtors in a country cannot meet their commitments for the same reason (e.g. war, political and social unrest or natural disasters, but also government policy that does not succeed in creating macro-economic and financial stability).

Unpredictable and unexpected events which increase transfer risk and/or collective debtor risk could have a material adverse effect on Rabobank Group’s results of operations.

Interest rate and inflation risk

Interest rate risk is the risk, outside the trading environment, of deviations in net interest income and/or the market value of capital as a result of changes in market interest rates. Interest rate risk results mainly from mismatches between the periods for which interest rates are fixed for loans and funds entrusted. If interest rates increase, the rate for Rabobank Group’s liabilities, such as savings, can be adjusted immediately. This does not apply to the majority of Rabobank Group’s assets, such as mortgages, which have longer interest rate fixation periods. Sudden and substantial changes in interest rates could have a material adverse effect on Rabobank Group’s results of operations. Inflation and expected inflation can influence interest rates. An increase in inflation may: (a) decrease the value of certain fixed income instruments which Rabobank Group holds; (b) result in surrenders of certain savings products with fixed rates below market rates by banking customers of Rabobank Group; (c) require Rabobank Group to pay higher interest rates on the securities that it issues; and (d) cause a general decline in financial markets.

Funding and liquidity risk

Liquidity risk is the risk that not all (re)payment commitments can be met. This could happen if clients or other professional counterparties suddenly withdraw more funding than expected, which cannot be met by Rabobank Group’s cash resources or by selling or pledging assets or by borrowing funds from third parties. Important factors in preventing this are preserving the trust of customers for retail funding and maintaining access to financial markets for wholesale funding. If either of these was seriously threatened, this could have a material adverse effect on Rabobank Group’s results of operations.

Market risk

The value of Rabobank Group’s trading portfolio is affected by changes in market prices, such as interest rates, equities, currencies, certain commodities and derivatives. Any future worsening of the situation in the financial markets could have a material adverse effect on Rabobank Group’s results of operations.

Currency risk

Rabobank Group is an internationally active bank. As such, part of its capital is invested in foreign activities. This gives rise to currency risk, in the form of translation risk. In addition, the trading books are exposed to market risk, in that they can have positions that are affected by changes in the exchange rate of currencies. Sudden and substantial changes in the exchange rates of currencies could have a material adverse effect on Rabobank Group's results of operations.

Operational risk

As a risk type, operational risk has acquired its own distinct position in the banking world. It is defined within Rabobank as "the risk of losses resulting from inadequate or failed internal processes, people or systems or by external events". Rabobank Group operates within the frameworks of the Basel II Advanced Measurement Approach as regards measuring and managing operational risk, including holding capital for this risk. Events of recent decades in modern international banking have shown that operational risks can lead to substantial losses. Examples of operational risk incidents are highly diverse: fraud, claims relating to inadequate products, inadequate documentation, losses due to poor occupational health and safety conditions, errors in transaction processing, non-compliance with the law and system failures. The occurrence of any such incidents could have a material adverse effect on Rabobank Group's reputation and results of operations.

Legal risk

Rabobank Group is subject to a comprehensive range of legal obligations in all countries in which it operates. As a result, Rabobank Group is exposed to many forms of legal risk, which may arise in a number of ways. Rabobank Group faces risk where legal proceedings whether private litigation or regulatory enforcement action, are brought against it. The outcome of such proceedings is inherently uncertain and could result in financial loss. Defending or responding to such proceedings can be expensive and time-consuming and there is no guarantee that all costs incurred will be recovered even if Rabobank Group is successful. Failure to manage these risks could have a negative impact on Rabobank Group's reputation and could have a material adverse effect on Rabobank Group's results of operations. In addition, banking entities generally, including the Rabobank Group, are experiencing heightened regulatory oversight and scrutiny, which may lead to additional regulatory investigations or enforcement actions. These and other regulatory initiatives may result in judgments, settlements, fines or penalties, or cause the Rabobank Group to restructure its operations and activities, any of which could have a negative impact on the Rabobank Group's reputation or impose additional operational costs, and could have a material adverse effect on the Rabobank Group's results of operations. For further information, see "*Description of Business of Rabobank Group – Legal proceedings*".

Tax risk

Rabobank Group is subject to the tax laws of all countries in which it operates. Tax risk is the risk associated with changes in tax law or in the interpretation of tax law. It also includes the risk of changes in tax rates and the risk of failure to comply with procedures required by tax authorities. Failure to manage tax risks could lead to an additional tax charge. It could also lead to a financial penalty for failure to comply with required tax procedures or other aspects of tax law. If, as a result of a particular tax risk materialising, the tax costs associated with particular transactions are greater than anticipated, it could affect the profitability of those transactions, which could have a material adverse effect on Rabobank Group's results of operations or lead to regulatory enforcement action or may have a negative impact on Rabobank's reputation.

Systemic risk

Rabobank Group could be negatively affected by the weakness and/or the perceived weakness of other financial institutions, which could result in significant systemic liquidity problems, losses or defaults by other financial institutions and counterparties. Financial services institutions that deal with each other are

interrelated as a result of trading, investment, clearing, counterparty and other relationships. This risk is sometimes referred to as “systemic risk” and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with whom Rabobank Group interacts on a daily basis. Concerns about the creditworthiness of sovereigns and financial institutions in Europe and the United States remain. The large sovereign debts and/or fiscal deficits of a number of European countries and the United States go hand in hand with concerns regarding the financial condition of financial institutions. Any of the above-mentioned consequences of systemic risk could have an adverse effect on Rabobank Group’s ability to raise new funding and its results of operations.

Effect of governmental policy and regulation

Rabobank Group’s businesses and earnings can be affected by the fiscal or other policies and other actions of various governmental and regulatory authorities in the Netherlands, the European Union, the United States and elsewhere. Areas where changes could have an impact include, but are not limited to: the monetary, interest rate, crisis management, asset quality review, recovery and resolution and other policies of central banks and regulatory authorities, changes in government or regulatory policy that may significantly influence investor decisions in particular markets in which Rabobank Group operates, increased capital requirements and changes relating to capital treatment, changes and rules in competition and pricing environments, developments in the financial reporting environment, stress-testing exercises to which financial institutions are subject, implementation of conflicting or incompatible regulatory requirements in different jurisdictions relating to the same products or transactions, or unfavourable developments producing social instability or legal uncertainty which in turn may affect demand for Rabobank Group’s products and services. Regulatory compliance risk arises from a failure or inability to comply fully with the laws, regulations or codes applicable specifically to the financial services industry. Non-compliance could lead to fines, public reprimands, damage to reputation, enforced suspension of operations or, in extreme cases, withdrawal of authorisations to operate.

As of 1 October 2012, the Dutch government introduced a bank tax for all entities that are authorised to conduct banking activities in the Netherlands. The tax is based on the amount of the total liabilities on the balance sheet of the relevant bank as at the end of such bank’s preceding financial year, with exemptions for equity, deposits that are covered by a guarantee scheme and for certain liabilities relating to insurance business. The levy on short-term funding liabilities is twice as high as the levy on long-term funding liabilities. In 2013, Rabobank Group paid €197 million of the €600 million bank tax.

On 1 February 2013, the Dutch state nationalised the Dutch banking and insurance group SNS Reaal. To finance this operation, a special, one-off resolution levy of €1 billion will be imposed on banks based in the Netherlands. Rabobank’s share of the resolution levy will be approximately €320 million and will have an adverse effect on Rabobank’s results of operations in 2014. If further financial institutions are bailed out, additional taxes or levies could be imposed, which may have a material adverse effect on Rabobank’s results of operations.

Moreover, in 2015, a new way of financing the Dutch deposit guarantee scheme (the “**Dutch Deposit Guarantee Scheme**”), a pre-funded system that protects bank depositors from losses caused by a bank’s inability to pay its debts when due, will come into force. The target level of the scheme will be 1 per cent. of total guaranteed deposits in the Netherlands, or €4 billion. Each bank will be required to pay a base premium of 0.0167 per cent. per quarter of its total guaranteed deposits in the Netherlands. A risk add-on may be charged depending on the risk-weighting of the bank. The Dutch Deposit Guarantee Scheme was originally planned to be introduced in 2012, however, the introduction of the new financing method was postponed to 1 July 2015. Furthermore the Single Resolution Mechanism (see the risk factor entitled “*Bank recovery and resolution regimes*”) and other new European rules on deposit guarantee schemes will both have an impact on

Rabobank in the years to come. All these factors may have material adverse effects on Rabobank Group's results of operations.

In February 2013, the European Commission issued a proposal for a financial transactions tax. The financial transactions tax would be levied on transactions involving certain financial instruments by financial institutions with an established link to one of the 11 participating member states. These participating member states are Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain. The financial transactions tax would be assessed on a transaction either if one of the parties is established in one of the 11 participating member states or if the transaction involves financial instruments issued in one of the 11 participating member states. If the proposal is implemented, Rabobank Group may be required to pay the financial transactions tax on certain transactions in financial instruments. The proposal requires further approval by the European Council, and will require consultation with other European Union institutions before it may be implemented by the participating member states. Currently the proposal is still under discussion, given broad opposition in a number of countries as well as outstanding legal issues. The Dutch Parliament has not adopted the proposal, but may do so in the future. According to a recent press announcement of the EU Council, ten participating member states intend to introduce an amended financial transaction tax as of 1 January 2016. Compared to the original proposal the new proposal for a financial transaction tax has a limited scope only with respect to the financial instruments concerned and shall only apply to shares and certain derivatives. The financial transactions tax, if implemented, may have a material adverse effect on Rabobank's results of operations.

As of 1 July 2013, a personal mortgage loan may not be higher than €290,000 to be eligible for being secured by the Dutch Homeownership Guarantee Fund (*Stichting Waarborgfonds Eigen Woningen* or "**WEW**"), an institution that was founded by the Dutch government in 1993, through the National Mortgage Guarantee Scheme (*Nationale Hypotheek Garantie* or "**NHG**"). As of 1 July 2014, this maximum was reduced to €265,000.

In 2013, the tax deductibility of mortgage loan interest payments for Dutch homeowners has been restricted. As of 1 January 2013, interest payments on new mortgage loans can only be deducted if the loan amortises within 30 years on a linear or annuity basis. Moreover, the maximum permissible amount of a residential mortgage has been reduced from 106 per cent. to 105 per cent. of the value of the property. This maximum will be further reduced (by 1 percentage point each year) to 100 per cent. in 2018. In addition to these changes, further restrictions on tax deductibility of mortgage loan interest payments entered into force as of 1 January 2014. The tax rate against which the mortgage interest payments may be deducted will be gradually reduced as of 1 January 2014. For taxpayers previously deducting mortgage interest at the highest income tax rate (52 per cent.), the interest deductibility will decrease annually at a rate of 0.5 percentage points, from 52 per cent. to 38 per cent. Changes in governmental policy or regulation with respect to the Dutch housing market could have a material adverse effect on Rabobank Group's results of operations.

On 21 July 2010, the United States enacted the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**"), which provides a broad framework for significant regulatory changes that extend to almost every area of U.S. financial regulation. Implementation of the Dodd-Frank Act requires detailed rulemaking by different U.S. regulators, including the Department of the Treasury, the Board of Governors of the Federal Reserve System (the "**Federal Reserve**"), the SEC, the Federal Deposit Insurance Corporation (the "**FDIC**"), the Office of the Comptroller of the Currency (the "**OCC**"), the United States Commodity Futures Trading Commission ("**CFTC**") and the Financial Stability Oversight Council (the "**FSOC**"). While many of the implementing rules have been finalised, significant uncertainty remains about the implementation, timing and impact of many of such rules.

The Dodd-Frank Act provides for new or enhanced regulations regarding, among other things: (i) systemic risk oversight, (ii) bank capital and prudential standards, (iii) the resolution of failing systemically significant

financial institutions, (iv) OTC derivatives, (v) the ability of banking entities to engage in proprietary trading activities and invest in hedge funds and private equity (the so-called “**Volcker Rule**”) and (vi) consumer and investor protection. The implementation of the Dodd-Frank Act and related final regulations is expected to take several years and could result in significant costs and potential limitations on Rabobank Group’s businesses and may have material adverse effects on Rabobank Group’s results of operations.

On 10 December 2013, the five U.S. federal financial regulatory agencies adopted final regulations to implement the Volcker Rule. The regulations will impose significant limitations and costs across all of Rabobank Group’s subsidiaries and affiliates. While the regulations contain a number of exceptions that will permit Rabobank Group to maintain certain of its trading and fund businesses and operations, particularly those outside of the United States, aspects of those business may have to be modified to comply with the Volcker Rule. Further, Rabobank Group will be required to spend significant resources to develop a Volcker Rule compliance programme mandated by the final regulations. Rabobank Group must conform its activities to the Volcker Rule and implement the compliance programme by July 2015.

The Federal Reserve has also issued a final rule on 18 February 2014 imposing “enhanced prudential standards” with respect to foreign banking organisations (“**FBOs**”) such as Rabobank Group. The rule will impose, among other things, new liquidity, stress testing, risk management and reporting requirements on Rabobank Group’s U.S. operations, which could result in significant costs to the Group. The final rule becomes effective with respect to Rabobank Group on 1 July 2016.

The Federal Reserve did not finalise (but continues to consider) requirements relating to single counterparty credit limits and an “early remediation” framework under which the Federal Reserve would implement prescribed restrictions and penalties against an FBO and its U.S. operations and certain of its officers and directors, if the FBO and/or its U.S. operations do not meet certain requirements, and would authorise the termination of U.S. operations under certain circumstances.

In the United Kingdom, the Banking Reform Act 2013 received Royal Assent on 18 December 2013. It is a key part of the UK Government’s plan to create a banking system that supports the economy, consumers and small businesses. It implements the recommendations of the Independent Commission on Banking, set up by the Government in 2010 to consider structural reform of the UK banking sector. Measures contained in the Banking Reform Act include the structural separation of the retail banking activities of banks in the United Kingdom from wholesale banking and investment banking activities by the use of a “ring fence”. A similar recommendation was made at EU level in the final report (the “**Liikanen Report**”), published on 2 October 2012, of the High-level Expert Group on reforming the structure of the EU banking sector under the chair of Mr. Erkki Liikanen. In November 2012, the Dutch government established a committee, the “*Commissie Structuur Nederlandse banken*”, chaired by Mr. Herman Wijffels, to investigate the applicability of the Liikanen Report to the Dutch banking sector and the manner in which a defaulting bank might be split up and resolved. The committee delivered its final report on 28 June 2013. The Dutch Parliament still has to decide on how to implement the recommendations included in the Wijffels-report. Adopting the full recommendations in the Wijffels report could have a material adverse effect on Rabobank Group’s results of operations.

The impact of future regulatory requirements, including the Basel III Reforms (as defined below), the Bank Recovery and Resolution Directive (as defined below), sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**” and such sections of the Code and the regulations thereunder being commonly referred to as “**FATCA**”), the framework recovery plan, the Volcker Rule, the Banking Reform Act and the Dodd-Frank Act will have far-reaching implications and require implementation of new business processes and models. Compliance with the rules and regulations places ever greater demands on our management, employees and information technology.

Minimum regulatory capital and liquidity requirements

Rabobank Group is subject to the risk, inherent in all regulated financial businesses, of having insufficient capital resources to meet the minimum regulatory capital requirements. Capital requirements will increase if economic conditions or negative trends in the financial markets worsen. Any failure of Rabobank Group to maintain its minimum regulatory capital ratios could result in administrative actions or sanctions, which, in turn, may have a material adverse impact on Rabobank Group's results of operations. A shortage of available capital may restrict Rabobank Group's opportunities for expansion.

Under the Basel III regime ("**Basel III**"), however, capital and liquidity requirements will increase. On 17 December 2009, the Basel Committee on Banking Supervision (the "**Basel Committee**") proposed a number of fundamental reforms to the regulatory capital framework in its consultative document entitled "Strengthening the resilience of the banking sector". On 16 December 2010 and on 13 January 2011, the Basel Committee issued its final guidance on a number of fundamental reforms to the regulatory capital framework (such reforms being commonly referred to as the "**Basel III Reforms**"), including new capital requirements, higher capital ratios, more stringent eligibility requirements for capital instruments, a new leverage ratio and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for financial institutions, including building societies.

The Basel III Reform package is being implemented in the European Economic Area (the "**EEA**") through the Regulation of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms (the "**CRR**") and the Directive of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms (the "**CRD IV Directive**", and together with the CRR, "**CRD IV**"), which were adopted in June 2013. The CRR entered into force on 1 January 2014, and the CRD IV Directive is anticipated to be implemented in the Netherlands in 2014 by amendments to the Dutch Financial Supervision Act, although particular requirements will be phased in over a period of time, to be fully effective by 2019. The European Banking Authority (the "**EBA**") will propose detailed rules through binding technical standards during the period 2014 to 2016 for many areas including, *inter alia*, liquidity requirements and certain aspects of capital requirements.

It is possible that the Dutch Central Bank and/or the EBA may implement the Basel III Reforms and CRD IV in a manner that is different from that which is currently envisaged, or may impose additional capital and liquidity requirements on Dutch banks.

Currently, only Rabobank N.A. is subject to U.S. capital adequacy standards. However, under section 171 of the Dodd-Frank Act (the "**Collins Amendment**") the Rabobank Group's U.S. intermediate holding company, which holds Rabobank N.A. and many of the Group's U.S. non-bank subsidiaries, will become subject to U.S. capital adequacy standards from 21 July 2015. Among other things, the Collins Amendment imposes the leverage and risk-based standards currently applicable to U.S. insured depository institutions on U.S. bank holding companies, including U.S. intermediate holding companies of foreign banking organisations. Those standards will require Rabobank Group to maintain capital at the level of its U.S. intermediate holding company rather than relying on capital maintained at Rabobank Group's top-level parent company. This could prevent Rabobank Group from deploying that capital in accordance with its subsidiaries' business needs, which could increase the costs of the Group's operations and may result in capital deficiencies elsewhere in Rabobank Group.

If the regulatory capital requirements, liquidity restrictions or ratios applied to Rabobank Group are increased in the future, any failure of Rabobank Group to maintain such increased capital and liquidity ratios could result in administrative actions or sanctions, which may have an adverse effect on Rabobank Group's results of operations.

For further information regarding the Basel III Reforms and CRD IV, including their implementation in the Netherlands, please see the section entitled “*Regulation of Rabobank Group*”.

Credit ratings

Rabobank Group’s access to the unsecured funding markets is dependent on its credit ratings.

A downgrading or announcement of a potential downgrade in its credit ratings, as a result of a change in a rating agency’s view of Rabobank, its industry outlook, sovereign rating, rating methodology or otherwise, could adversely affect Rabobank Group’s access to liquidity alternatives and its competitive position, and could increase the cost of funding or trigger additional collateral requirements all of which could have a material adverse effect on Rabobank Group’s results of operations.

Competition

All aspects of Rabobank Group’s business are highly competitive. Rabobank Group’s ability to compete effectively depends on many factors, including its ability to maintain its reputation, the quality of its services and advice, its intellectual capital, product innovation, execution ability, pricing, sales efforts and the talent of its employees. Any failure by Rabobank Group to maintain its competitive position could have a material adverse effect on Rabobank Group’s results of operations.

Geopolitical developments

Concerns about geopolitical developments (such as tensions surrounding North Korea’s and Iran’s nuclear programme), social unrest (such as the continuing turmoil in Ukraine and Syria), oil prices and natural disasters, among other things, can affect the global financial markets. Since the beginning of the 21st century, accounting and corporate governance scandals and financial crises have significantly undermined investor confidence from time to time. The occurrence of any such developments and events could have a material adverse effect on Rabobank Group’s results of operations.

Terrorist acts, other acts of war or hostility, civil unrest, geopolitical, pandemic or other such events

Terrorist acts, other acts of war or hostility, civil unrest, geopolitical, pandemic or other such events and responses to those acts/events may create economic and political uncertainties, which could have a negative impact on Dutch and international economic conditions generally, and more specifically on the business and results of Rabobank Group in ways that cannot necessarily be predicted. The occurrence of any such events could have a material adverse effect on Rabobank Group’s results of operations.

Key employees

Rabobank Group’s success depends to a great extent on the ability and experience of its senior management and other key employees. The loss of the services of certain key employees, particularly to competitors, could have a material adverse effect on Rabobank Group’s results of operations. The failure to attract or retain a sufficient number of appropriate employees could significantly impede Rabobank Group’s financial plans, growth and other objectives and have a material adverse effect on Rabobank Group’s results of operations.

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

The Notes may not be a suitable investment for all investors

Each potential investor in the Notes 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 Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes 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 Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential Investor's Currency (as defined in "*Risks related to the market generally – Exchange rate risks and exchange controls*" below);
- (d) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (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.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

No interest may be payable under the Notes

Potential investors should note that no interest may be paid on the Notes on or prior to their redemption date. An investor in the Notes, in the context of its own financial position, must be capable of holding such Notes to maturity with no income stream in the form of interest payments.

As there may be no periodic payment of interest to the Noteholders, any increase in the value of the Underlying (if any) will not be crystallised until the Notes are redeemed, and the Notes may fall in value at any time prior to redemption.

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors, the most common of which are set out below:

Notes subject to optional redemption by the Issuer

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

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Automatic Early Redemption

The Issuer may issue Notes with an automatic early redemption feature. If applicable, all the Notes will redeem early on a specified Automatic Early Redemption Date prior to the scheduled maturity date following the occurrence of a specified trigger event. Upon early redemption, the Issuer will pay an amount per Note equal to a specified percentage of the Calculation Amount, together with the Interest Amount (if any) accrued to (but excluding) the Automatic Early Redemption Date. Whether or not the Notes redeem early depends on which formula is specified and the value of the relevant underlying asset(s) (each, an “**Underlying**”) on one or more specified dates. Investors may receive a greater amount but bear the risk that they may receive a lesser amount, to that which would have been paid on the scheduled maturity date in the event that the Notes are redeemed early.

Fixed Rate Notes

The Issuer may issue Fixed Rate Notes. Such Notes will bear interest at a fixed rate of interest, which, unless otherwise specified in the relevant Final Terms, remains constant during the life of the Notes. Any investors holding these Notes will be subject to the risk that any subsequent increases in market interest rates may adversely affect the real return on the Notes (and the value of the Notes).

Even where the terms of the Notes provide that the rate of interest periodically increases, an investor holding such Notes is subject to the risk that such increases in the rate of interest do not keep pace with any increases in market interest rates, with the consequence that the real return on the Notes (and the value of the Notes) will fall.

Where the terms of the Notes provide that the rate of interest periodically decreases, investors are subject to the risk that the revised rate of interest will be below then current market interest rates and, even where market interest rates are falling, the reduction in the rate of interest on the Notes may be greater than any reduction in market interest rates.

Floating Rate Notes

The Issuer may issue Floating Rate Notes. Such Notes will bear interest at a floating rate of interest, which will be subject to market fluctuations in interest rates. In addition, the floating rate of interest at any time may be lower than the rates on other Notes. If so specified in the relevant Final Terms, the (positive or negative) margin relating to the relevant floating rate of interest may increase (or “step-up”) or decrease (or “step-down”) during the life of the Notes.

If the margin is positive and periodically decreases (or, conversely, if the margin is negative and periodically increases), the real return on the Notes (and the value of the Notes) will fall.

Zero Coupon Notes

The Issuer may issue Zero Coupon Notes. Such Notes will bear no interest and an investor will receive no return on the Notes until redemption. Any investors holding these Notes will be subject to the risk that the amortised yield in respect of the Notes may be less than market rates.

Variable Rate Notes

The Issuer may issue Variable Rate Notes. The rate of interest of such Notes may be varied during the term of the Notes. The relevant Final Terms will specify an initial interest period, together with the Rate of Interest that applies to such period (the “**initial rate**”), and one or more variable interest periods, together with the corresponding rate(s) of interest (each, a “**varied rate**”).

The rates of interest for Variable Rate Notes may be calculated in the same manner as Fixed Rate Notes, Floating Rate Notes, Inverse Floating Rate Notes, CMS Linked Notes, Range Accrual Notes or Zero Coupon Notes.

If “Variation Notice” is specified to apply, the varied rate(s) will apply only if the Issuer provides at least five Business Days’ notice to the Noteholders; otherwise, the initial rate will continue until the next date specified for variation of interest (if any) or to maturity. In making any such election, the Issuer is not obliged to take into account the interests of Noteholders and may exercise its discretion against their interests. If “Variation Notice” is specified not to apply, the basis of interest will automatically change to the varied rate on the date(s) specified in the relevant Final Terms.

The Issuer’s ability to vary the rate of interest will affect the secondary market and the market value of the Notes since the Issuer may be expected to vary the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer varies from a fixed rate to a floating rate, CMS linked rate, range accrual rate or inverse floating rate, the Rate of Interest on the Variable Rate Notes may be less favourable than the then prevailing Rates of Interest on comparable Floating Rate Notes, CMS Linked Notes, Range Accrual Notes or, as the case may be, Inverse Floating Rate Notes tied to the same reference rate. In addition, the new floating rate, CMS linked rate, range accrual rate or, as the case may be, inverse floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate, CMS linked rate, range accrual rate or inverse floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on other Notes.

If the Issuer varies the rate of interest to a zero coupon basis, investors will cease to receive any interest for the relevant period and may not receive a premium on redemption if the Notes were not sold at a discount. If the Notes redeem early during a Zero Coupon Interest Rate period, the amount received on such early redemption may be calculated in a different manner than if the Notes redeemed early during another type of interest period.

Inverse Floating Rate Notes

The Issuer may issue Inverse Floating Rate Notes. Such Notes conventionally have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of these Notes are typically more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

CMS Linked Notes

The Issuer may issue CMS Linked Notes. Such Notes will bear interest by reference to the difference between one or more swap rates. The market value of these Notes is typically more volatile than market values of other conventional floating rate debt securities (and with otherwise comparable terms). As such, investors will receive a higher rate of interest when swap rates increase or when spreads between swap rates widen, as the case may be. The Notes may be subject to a floor, in order to guarantee a minimum return for investors or a cap, in order to limit the return for investors.

Where margin (whether positive or negative) is applicable to CMS Linked Notes, this may increase or decrease periodically which may have a positive impact or negative impact on the rate of interest applicable.

Where gearing is applicable to CMS Linked Notes, this will determine the exposure of the Notes to the underlying CMS rate. Any increase in the underlying CMS rate may enhance any returns payable in the Notes and, conversely, any fall in the underlying CMS rate may reduce any returns payable in the Notes.

Range Accrual Notes

The Issuer may issue Range Accrual Notes. The amount of interest payable on such Notes is dependent on the number of days on which a rate of interest is above or below a certain barrier, or within certain barrier(s). If the rate is not above, below or within the barrier(s), as the case may be, on any day during the relevant period, the amount of interest payable for the relevant interest period will be lower, and may be zero. Range Accrual

Notes may not accrue interest for extended periods of time, if at all. Range Accrual Notes may pay significantly less interest than a conventional debt security issued at the same time paying interest linked to the same reference rate. This may have a detrimental effect on the market value of Range Accrual Notes.

Ratchet Notes

The Issuer may issue Ratchet Notes. The term “ratchet” is used to describe a mechanism for re-setting the rate of interest applicable in respect of the Notes for each Interest Period.

A geared floating rate plus margin is subject to a minimum amount and maximum amount that both re-set for each interest period. The maximum amount that is applicable for an interest period re-sets to the rate of interest applicable to the previous interest period (the “**Previous Coupon**”) plus a specified maximum increase over such Previous Coupon. The minimum amount that is applicable for an interest period re-sets to the Previous Coupon plus a specified minimum increase, or maximum decrease, over such Previous Coupon. This minimum amount ensures that the interest applicable for an interest period does not fall below a certain rate of interest relative to the Previous Coupon.

As the maximum rate of interest applicable is determined by reference to the Previous Coupon which is limited to a maximum amount, the rate of interest in a given period may not reflect the full increase in the underlying floating rate of interest.

Contingent Coupon Notes

The Issuer may issue Contingent Coupon Notes. Such Notes bear interest (if any) determined by reference to one or more Underlyings. The Calculation Agent will observe the value of the Underlying(s) either on a single Coupon Observation Date, or over a number of days (comprising a Coupon Observation Period) prior to each Interest Payment Date. The amount of interest (if any) payable in respect of the relevant Interest Period is calculated by reference to such value of the Underlying(s) in accordance with one of the formulae specified in the relevant Final Terms. Investors in such Notes bear the risk of receiving no interest in the event that certain coupon conditions are not met on any Coupon Observation Date.

Contingent Coupon Notes may feature a cap, which will limit the amount of interest payable. Investors in such Notes may not obtain the full benefit in any increase in the performance of the Underlying, whilst still being exposed to any decrease in the performance of the Underlying.

Instalment Notes

The Issuer may issue Instalment Notes (as Exempt Notes). Unless previously redeemed or cancelled, Instalment Notes are partially redeemed by the Instalment Amount specified for an Instalment Date, with the final Instalment Amount being payable at maturity. An investor will remain exposed to the credit risk of the Issuer until the maturity date.

The outstanding nominal amount of each such Note shall be reduced by each Instalment Amount. As such, an investor may receive less interest (if applicable) after each such Instalment Date.

Redemption linked to Underlying

The Issuer may issue Notes where whether the amount received on redemption is either a cash amount or delivery of an amount of assets, and the amount of the same, is dependent on the performance of the Underlying.

Such Notes may feature a cap, which will limit the amount of payable at maturity. Investors in such Notes may not obtain the full benefit in any increase in the performance of the Underlying, whilst still being exposed to any decrease in the performance of the Underlying.

FX Linked Notes

The Issuer may issue FX Linked Notes where the amount of principal and/or interest payable, or amount of assets deliverable on redemption (if applicable), is dependent upon movements in currency exchange rates or is payable in one or more currencies which may be different from the currency in which the Notes are denominated.

Potential investors in any such Notes should be aware that, depending on the terms of the FX Linked Notes, (a) they may receive no or a limited amount of interest, (b) payment of principal or interest may occur at a different time or in a different currency from that expected and (c) they may lose all or a substantial portion of their investment. In addition, movements in currency exchange rates may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices and the timing of changes in the exchange rates may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in currency exchange rates, the greater the effect on yield.

If the amount of principal and/or interest payable is dependent upon movements in currency exchange rates and is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the currency exchange rates on principal or interest payable will be magnified.

The market price of such Notes may be volatile and, if the amount of principal and/or interest payable is dependent upon movements in currency exchange rates, may depend upon the time remaining to the redemption date and the volatility of currency exchange rates. Movements in currency exchange rates may be dependent upon economic, financial and political events in one or more jurisdictions.

FX Linked Notes have a different risk profile from ordinary debt securities. Fluctuations in exchange rates of the relevant currency (or basket of currencies) will affect the nature and value of the investment return on the FX Linked Notes. Furthermore, investors who intend to convert gains or losses from the redemption, exercise or sale of FX Linked Notes into their home currency may be affected by fluctuations in exchange rates between their home currency and the relevant currency (or basket of currencies). The performance of currency values is 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 the safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks, regardless of other market forces.

Where the FX Linked Notes are denominated in an emerging market currency or linked to one or more emerging market currencies, such emerging market currency or currencies can experience significantly more volatility and less certainty with respect to their future levels or the rate of exchange against other currencies than currencies of more developed markets. Emerging market currencies are highly exposed to the risk of a currency crisis happening in the future and this could trigger the need for the Calculation Agent to make adjustments to the terms and conditions of the Notes.

Governments have imposed from time to time, and may in the future impose, exchange controls that could also affect the availability of a relevant currency. Even if there are no actual exchange controls, it is possible that a relevant currency would not be available when payments on the relevant FX Linked Note are due.

Commodity Linked Notes

The Issuer may issue Commodity Linked Notes where the amount of principal and/or interest payable is dependent upon the price or changes in the price of a commodity or basket of commodities or where, depending on the price or change in the price of the commodity or basket of commodities (each a “**Relevant Commodity**”), on redemption the Issuer may be obliged to deliver specified assets.

Potential investors in any such Notes should be aware that, depending on the terms of the Commodity Linked Notes, (a) they may receive no or a limited amount of interest, (b) payment of principal or interest or delivery of any specified assets may occur at a time other than expected and (c) they may lose all or a substantial portion of their investment. In particular, the market relating to each Relevant Commodity may fluctuate rapidly and may be subject to temporary distortions or other market disruptions based on numerous factors, including changes in supply and demand relationships, weather, agriculture, trade, fiscal, monetary and exchange control programmes, domestic and foreign political and economic events and policies, disease, pestilence, technological developments and changes in interest rates, which may be driven by governmental action or inaction or market movements. Such factors may affect each Relevant Commodity in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which any each Relevant Commodity may be traded.

These changes may not correlate with changes in interest rates, currencies or indices and the timing of changes in the relevant price of each Relevant Commodity may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of each Relevant Commodity, the greater the effect on yield.

If the amount of principal and/or interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in each Relevant Commodity on principal, interest payable or the amount of specified assets deliverable will be magnified.

Commodity Index Linked Notes

The Issuer may issue Commodity Index Linked Notes where the amount of principal and/or interest payable is dependent upon the level, or changes in the level, of an index or a basket of indices (each, a “**Relevant Index**”) composed of commodities and/or commodities futures prices (such components, the “**Index Components**”).

Potential investors in any such Notes should be aware that, depending on the terms of the relevant Notes, (a) they may receive no or a limited amount of interest, (b) payment of principal or interest may occur at a different time from that expected and (c) they may lose all or a substantial portion of their principal investment. In addition, movements in the level of the Relevant Index may be subject to significant fluctuations that may not correlate with changes in the prices of the Index Components, and the timing of changes in the level of the Relevant Index may affect the actual yield to investors, even if the average level is consistent with their expectations.

If the amount of principal and/or interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the Relevant Index on principal and/or interest payable will be magnified.

Many economic and market factors may influence the value of Commodity Index Linked Notes. In particular, the market relating to Index Components may fluctuate rapidly and may be subject to temporary distortions or other market disruptions based on numerous factors, including changes in supply and demand relationships, weather, agriculture, trade, fiscal, monetary and exchange control programmes, domestic and foreign political and economic events and policies, disease, pestilence, technological developments and changes in interest rates, which may be driven by governmental action or inaction or market movements.

A number of events may result in the Calculation Agent making adjustments to the Relevant Index, including, *inter alia*:

- (a) the sponsor/owner of the Relevant Index announces that it will make a material change in the methodology for determining the level of such index;

- (b) the sponsor/owner of the Relevant Index permanently cancels such index and the Calculation Agent determines there is no suitable successor; or
- (c) there is a correction in the level of the Relevant Index.

In such cases, the Calculation Agent may have the power to make certain adjustments to the Notes, including making adjustments to the level used in calculating the principal and/or interest under the Notes.

Commodity Index Linked Notes will not represent a claim against or an investment in the commodities or futures comprising the Index Components or in any index sponsor, owner or administrator. The Notes are not in any way sponsored, endorsed or promoted by any index sponsor, owner or administrator, and such companies have no obligation to take into account the consequences of their actions for any Noteholders. Accordingly, such parties may take any actions in respect of a Relevant Index without regard to the interests of the purchasers of the Notes, and any of these actions could adversely affect the market value of the Notes.

Equity Index Linked Notes

The Issuer may issue Equity Index Linked Notes where the amount of principal and/or interest payable is dependent upon the level, or changes in the level, of an index or a basket of indices (each, a “**Relevant Index**”) composed of equity securities (such components, the “**Index Components**”).

Potential investors in any such Notes should be aware that, depending on the terms of the relevant Notes, (a) they may receive no or a limited amount of interest, (b) payment of principal or interest may occur at a different time from that expected and (c) they may lose all or a substantial portion of their principal investment. In addition, movements in the level of the Relevant Index may be subject to significant fluctuations that may not correlate with changes in the prices of the Index Components, and the timing of changes in the level of the Relevant Index may affect the actual yield to investors, even if the average level is consistent with their expectations.

If the amount of principal and/or interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the Relevant Index on principal and/or interest payable will be magnified.

Many economic and market factors may influence the value of Equity Index Linked Notes, including, *inter alia*, general economic, financial, political or regulatory conditions and fluctuations in the market and prices of the Index Components.

A number of events may result in the Calculation Agent making adjustments to the Relevant Index, including, *inter alia*:

- (a) the sponsor/owner of the Relevant Index announces that it will make a material change in the methodology for determining the level of such index;
- (b) the sponsor/owner of the Relevant Index permanently cancels such index and the Calculation Agent determines there is no suitable successor; or
- (c) there is a correction in the level of the Relevant Index.

In such cases, the Calculation Agent may have the power to make certain adjustments to the Notes, including making adjustments to the level used in calculating the principal and/or interest under the Notes.

Equity Index Linked Notes will not represent a claim against or an investment in the equity securities comprising the Index Components or in any index sponsor, owner or administrator. The Notes are not in any way sponsored, endorsed or promoted by any index sponsor, owner or administrator, and such companies have no obligation to take into account the consequences of their actions for any Noteholders. Accordingly,

such parties may take any actions in respect of a Relevant Index without regard to the interests of the purchasers of the Notes, and any of these actions could adversely affect the market value of the Notes.

Inflation Index Linked Notes

The Issuer may issue Inflation Index Linked Notes where the amount of principal and/or interest payable is dependent upon the level, or changes in the level, of an inflation index (a “**Relevant Index**”).

Potential investors in any such Notes should be aware that, depending on the terms of the Inflation Index Linked Notes, (a) they may receive no or a limited amount of interest, (b) payment of principal or interest may occur at a different time from that expected and (c) they may lose all or a substantial portion of their principal investment. In addition, movements in the level of the inflation index may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the inflation index may affect the actual yield to investors, even if the average level is consistent with their expectations.

If the amount of principal and/or interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the relevant inflation index on principal and/or interest payable will be magnified.

Many economic and market factors may influence the value of Inflation Index Linked Notes including, *inter alia* general economic, financial, political or regulatory conditions; fluctuations in the prices of various consumer goods and energy resources; and inflation and expectations concerning inflation.

Any such factors may either offset or magnify each other.

A number of events may result in the Calculation Agent making adjustments to the Relevant Index, including, *inter alia*:

- (a) the sponsor/owner of the Relevant Index announces that it will make a material change in the methodology for determining the level of such index;
- (b) the sponsor/owner of the Relevant Index delays or ceases publication of the level of such index;
- (c) the sponsor/owner of the Relevant Index permanently cancels such index and the Calculation Agent determines there is no suitable successor; or
- (d) there is a correction in the level of the Relevant Index.

In such cases, the Calculation Agent may have the power to make certain adjustments to the Notes, including making adjustments to the level used in calculating the principal and/or interest under the Notes.

Inflation Index Linked Notes will not represent a claim against or an investment in the component of the Relevant Index or in any index sponsor, owner or administrator. The Notes are not in any way sponsored, endorsed or promoted by any index sponsor, owner or administrator, and such companies have no obligation to take into account the consequences of their actions for any Noteholders. Accordingly, such parties may take any actions in respect of a Relevant Index without regard to the interests of the purchasers of the Notes, and any of these actions could adversely affect the market value of the Notes.

Equity Linked Notes

The Issuer may issue Notes where the amount of principal and/or interest payable, or amount of assets deliverable on redemption (if applicable), is dependent upon the price or changes in the price of a share or share-like instrument (each, a “**Relevant Equity**”) or basket of Relevant Equities, or where, depending on the price or change in the price of the Relevant Equities, on redemption the Issuer may be obliged to deliver specified assets

Potential investors in any such Notes should be aware that, depending on the terms of the Equity Linked Notes, (a) they may receive no or a limited amount of interest, (b) payment of principal or interest or delivery of any specified assets may occur at a time other than expected and (c) they may lose all or a substantial portion of their investment.

In addition, the movements in the price of each Relevant Equity may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the Equity or Equities may affect the actual yield to investors, even if the average level is consistent with their expectations. The market price of such Notes may be volatile, and may be affected by economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which any such Equities may be traded. In general, the earlier the change in the price of each Relevant Equity, the greater the effect on yield.

If the amount of principal and/or interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of each Relevant Equity on principal, interest payable or the amount of specified assets deliverable will be magnified.

No recourse to or claim against any Equity Issuer

Equity Linked Notes will not represent a claim against or an investment in any Equity Issuer and Noteholders will not have any right of recourse under the Notes to any such company or the Equities. The Notes are not in any way sponsored, endorsed or promoted by any Equity Issuer and such companies have no obligation to take into account the consequences of their actions for any Noteholders. Accordingly, the Equity Issuer may take any actions in respect of such Equity without regard to the interests of the purchasers of the Notes, and any of these actions could adversely affect the market value of the Notes.

Notes linked to ADRs or GDRs

An investment in Notes linked to American Depositary Receipts (“**ADRs**”) or Global Depositary Receipts (“**GDRs**”) (ADRs and GDRs, together, “**Depositary Receipts**”) entails significant risks in addition to those associated with Equity Linked Notes and with investments in a conventional debt security. There are important differences between the rights of holders of Depositary Receipts and the rights of holders of the Equity Issuer represented by such Depositary Receipts. A Depositary Receipt is a security that represents capital stock of the relevant underlying equity issuer. The relevant deposit agreement for the Depositary Receipt sets forth the rights and responsibilities of the depositary (being the issuer of the Depositary Receipt), the underlying equity issuer and holders of the Depositary Receipts which may be different from the rights of holders of the Underlying Equities.

The legal owner of the Underlying Equities is the custodian bank which at the same time is the issuing agent of the Depositary Receipts. Depending on the jurisdiction under which the Depositary Receipts have been issued and the jurisdiction to which the custodian agreement is subject, it is possible that the corresponding jurisdiction would not recognise the purchaser of the Depositary Receipts as the actual beneficial owner of the Underlying Equities. Particularly in the event that the custodian bank becomes insolvent or that enforcement measures are taken against the custodian bank, it is possible that an order restricting free disposition could be issued in respect of the Underlying Equities or that such shares are realised within the framework of an enforcement measure against the custodian bank. If this is the case, the holder of the Depositary Receipt loses its rights under the Underlying Equities and the Notes would become worthless.

Adjustment to the Terms and Conditions or replacement of the Underlying Equities following certain corporate events in relation to the Underlying Equities may materially and adversely affect the value of the Notes.

Notes linked to Exchange Traded Notes

An investment in Notes linked to Exchange Traded Notes (the “**ETNs**”) entails significant risks in addition to those associated with Equity Linked Notes and with investments in a conventional debt security. There are important differences between the rights of holders of the ETNs and the rights of the holders of Notes linked to ETNs. ETNs are medium-term notes which are issued by the Equity Issuer; ETNs are uncollateralised debt securities linked to the performance of the S&P 500 Short-Term VIX Futures Index (the “**Underlying Index**”) and have no principal protection; therefore investors bear the additional credit risk of the issuer of the ETNs.

ETNs seek to provide exposure to certain short-term VIX Index futures, because the Chicago Board of Options Exchange Volatility Index® (the “**VIX Index**”) is not a directly investable index. Investors should be aware that the ETNs provide exposure to volatility via the Underlying Index and are not linked to the VIX Index.

The ETNs are intended to track the Underlying Index which is based upon holding rolling long (or short) positions) in futures on the VIX Index; these futures will not necessarily track the performance of the VIX Index.

The price of the ETNs is influenced by many unpredictable factors. These may include economic, financial, political, regulatory, geographical, biological or other events affecting the level of the VIX Index, supply and demand for the ETNs, the time remaining to maturity of the ETNs, interest rates and the perceived creditworthiness of the issuer of the ETNs. Such factors may interrelate in complex ways. For further information about the ETNs, prospective investors should refer to the relevant offering documents relating to the ETNs.

Fund Linked Notes

General

The Issuer may issue Notes where the cash settlement amount/redemption amount and/or interest payable, or amount of assets deliverable on redemption (if applicable), are dependent upon the price or changes in the price of a Fund Interest Unit or where, depending on the price or changes in the price of a Fund Interest Unit, the Issuer has an obligation to deliver specified assets. Accordingly, an investment in Fund Linked Notes may bear similar market risks to a direct fund investment and potential investors should take advice accordingly.

Potential investors in any such Notes should be aware that, depending on the terms of the Fund Linked Notes, (a) they may receive no or a limited amount of interest, (b) payments or delivery of any specified assets may occur at a different time from that expected and (c) they may lose all or a substantial portion of their investment. In addition, the movements in the price of a Fund Interest Unit may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the a Fund Interest Unit may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price or prices of the Fund Interest Unit, the greater the effect on yield.

Neither the Issuer nor its Affiliates have the ability to control or predict the actions of the Fund Manager and/or the Fund Adviser, as the case may be. The Fund Manager and/or the Fund Adviser is not involved in the offer of the Notes in any way and has no obligation to consider the interests of the Noteholders in taking any corporate actions that might affect the value of the Notes.

The Issuer has no role in the Reference Fund. The Fund Manager and/or the Fund Adviser is responsible for making strategic, investment and other trading decisions in respect of the management of the Reference Fund, consistent with its investment objectives and/or investment restrictions as set out in its constitutive

documents. The manner in which a Reference Fund is managed and the timing of such decisions will have a significant impact on the performance of the Reference Fund. Hence, the price which is used to calculate the performance of the Reference Fund is also subject to these risks. Set out below are risks common to any fund or funds and not specific to the Reference Fund. These risks include¹:

- (a) the risk that the share price of one or more of the assets in the Reference Fund's portfolio will fall, or will fail to rise. Many factors can adversely affect an asset's performance, including both general financial market conditions and factors related to a specific asset or asset class;
- (b) general macro-economic or asset class specific factors, including interest rates, rates of inflation, financial instability, lack of timely or reliable financial information or unfavourable political or legal developments;
- (c) asset allocation policies of the Fund Manager and/or the Fund Adviser;
- (d) credit quality and the risk of default of one of the hedge funds or of assets generally held in the Reference Fund;
- (e) the risk that the Reference Fund's investment objectives and/or investment restrictions as set out in its constitutive documents are materially changed or not complied with, or the method of calculating the net asset value is materially changed;
- (f) the risk that the Reference Fund is liquidated, dissolved or otherwise ceases to exist or it or its Fund Manager and/or the Fund Adviser is subject to a proceeding under any applicable bankruptcy, insolvency or other similar law; and
- (g) the risk that the Reference Fund is subject to a fraudulent event.

Prospective investors in the Notes should be aware that the Fund Manager and/or the Fund Adviser will manage the Reference Fund in accordance with the investment objectives of and guidelines applicable to the Reference Fund. Furthermore, the arrangements between the Fund Manager and/or the Fund Adviser and the Reference Fund have, in most cases, not been negotiated at arm's length and it is unlikely that the Fund Manager and/or the Fund Adviser will be replaced or that additional fund managers and/or fund advisers will be retained.

Use of estimates

Potential investors should understand that for certain determinations, the Calculation Agent or the Issuer (as the case may be) may be required to rely on (a) values, that at the time they are required, are only estimated values and (b) information provided by third parties, such as the Fund Adviser or Fund Service Providers, the accuracy of which neither the Issuer nor the Calculation Agent has any control, and as such, they may rely on this information without any obligation to verify or otherwise corroborate it.

Changing value

The value of the Notes may move up or down between the Issue Date and the Maturity Date and an investor in the Notes in the secondary market during that time or on maturity of the Notes may sustain a significant loss. Factors that may influence the value of the Notes include: the value of the Reference Fund; the creditworthiness of the Issuer in respect of the Notes; and those economic, financial, political and regulatory events that affect financial markets generally (including, for example, interest, foreign exchange and yield rates in the market).

¹ Other risks may exist that are currently not known or that, based on today's knowledge, are not deemed to be material enough to be included in this section.

The market price of a Fund Interest Unit in the Reference Fund may be volatile and may depend on the time remaining to the redemption date or settlement date (as applicable) and the volatility of the price of a Fund Interest Unit, and may also be affected by the performance of the fund service providers and, in particular, the investment adviser. The price of a Fund Interest Unit may be affected by economic, financial, political and regulatory events that affect financial markets generally (including, for example, factors affecting the exchange(s) or quotation system(s) on which any such Fund Interest Unit may be traded).

Prospective purchasers of the Notes have no rights in respect of the Reference Fund or Fund Interest Units in the Reference Fund

A prospective purchaser of Notes has no rights in respect of the Fund Interest Units in the Reference Fund including, without limitation, the right to receive dividends or other distributions. None of the Issuer or the Agents or any of their respective affiliates has performed any investigation or review of any entities that manage the Reference Fund for the purpose of forming a view as to the merit of an investment linked to the Reference Fund. None of the Issuer, any Agent or any of their respective affiliates has performed or will perform any investigation or review of any entities that manage the Reference Fund from time to time, including any investigation of public filings of such entities, for the purpose of forming a view as to the suitability of an investment linked to the net asset value per Fund Interest Unit and none of them makes any guarantee or express or implied warranty in respect of the Reference Fund, the Fund Manager and/or the Fund Adviser or any other entity. Accordingly, investors should not conclude that the issue by the Issuer of the Notes is any form of investment recommendation or advice by any of the Issuer, any Agent or any of their respective affiliates.

Notes may not be principal protected

The investor should note that the Notes may not be principal protected. On the Maturity Date, the Final Redemption Amount, Cash Settlement Amount or Asset Amount (as the case may be) may be less than the initial investment amount and purchasers of Notes are exposed to full loss of principal.

Partly Paid Notes

The Issuer may issue Notes (as Exempt Notes) where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

Notes issued at a substantial discount or premium

The Issue Price of Notes specified in the relevant Final Terms may be more than the market value of such Notes as at the Issue Date, and more than the price, if any, at which a Dealer or any other person is willing to purchase the Notes in the secondary market. In particular, where permitted by applicable law, the Issue Price in respect of any Notes may take into account amounts with respect to commissions relating to the issue and sale of such Notes and amounts relating to the hedging of the Issuer's obligations under such Notes, and secondary market prices are likely to exclude such amounts. In addition, pricing models of market participants may differ or produce a different result.

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

Physically settled Notes

Equity Linked Notes, Commodity Linked Notes and Fund Linked Notes may be settled on redemption by physical delivery of an amount of the Underlying instead of a cash amount.

If “Physical Delivery” is specified as applicable in the relevant Final Terms, the Issuer will determine the relevant amount of assets which is deliverable to the Noteholder (the “**Asset Amount**”) in accordance with the formula specified in the relevant Final Terms. To the extent that the Asset Amount is not a whole number, the Issuer will pay to the Noteholder a cash amount representing the fractional amount, calculated in accordance with the “Residual Cash Amount” provisions.

Settlement Disruption Events

In the case of Notes for which “Physical Delivery” is specified as applicable in the relevant Final Terms, if a Settlement Disruption Event occurs or exists on the Delivery Date, settlement or redemption, as the case may be, will be postponed until the date on which no Settlement Disruption Event is subsisting. The Issuer, while the Settlement Disruption Event is continuing, also has the right to pay the Disruption Cash Settlement Price in lieu of physical settlement.

Failure to deliver

In the case of Notes for which “Physical Delivery” is specified as applicable in the relevant Final Terms, if following exercise or on the date of redemption, as the case may be, of such Notes it is impossible or impracticable in the opinion of the Calculation Agent to deliver when due some or all of the Relevant Assets where such failure to deliver is due to illiquidity in the market for such Relevant Assets, the Issuer has the right to pay the Failure to Deliver Settlement Price in lieu of delivering some or all of such Affected Relevant Assets.

Issuer’s option to vary settlement

The Issuer may, if so specified in the relevant Final Terms, have the option, in its sole and absolute discretion, to vary settlement and elect to pay Noteholders a Cash Settlement Amount in lieu of delivery of the Asset Amount (composed of physical assets and, if any, the Residual Cash Amount), or vice versa, upon provision of notice to the Noteholders. The method of calculating such alternative settlement amount will be specified in such notice. Such a feature of Notes may limit their market value.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally²:

No claim against any Underlying

Commodity Linked Notes, Commodity Index Linked Notes, Equity Linked Notes, Equity Index Linked Notes, Fund Linked Notes, FX Linked Notes and Inflation Linked Notes will not represent a claim against any Underlying to which the amount of principal and/or interest payable, or amount of specified assets deliverable on redemption (if applicable), in respect of the Notes is dependent and, in the event that the amount paid by the Issuer or the value of the specified assets delivered on redemption of the Notes is less than the principal amount of the Notes, a Noteholder will not have recourse under a Note to any Underlying.

An investment in Notes linked to one or more Underlyings may entail significant risks not associated with investments in conventional debt securities, including but not limited to the risks set out in this section. The amount paid or value of the specified assets delivered by the Issuer on redemption of such Notes may be less than the principal amount of the Notes, together with any accrued interest, and may in certain circumstances be zero.

² Other risks may exist that are currently not known or that, based on today’s knowledge, are not deemed to be material enough to be included in this section.

Potential conflicts of interest in relation to hedging

In the ordinary course of its business including, without limitation, in connection with its market-making activities, the Issuer and/or any of its Affiliates may effect transactions for its own account or for the account of its customers and hold long or short positions in the Underlying(s) or related derivatives. In addition, in connection with the offering of the Notes, the Issuer and/or any of its Affiliates may enter into one or more hedging transactions in respect of the Underlying(s) or related derivatives. In connection with such hedging or market-making activities or in respect of 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(s) or related derivatives which may affect the market price, liquidity or value of the Notes and which could be adverse to the interests of the relevant Noteholders.

Other potential conflicts of interest

Where the Issuer acts as Calculation Agent or the Calculation Agent is an Affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and Noteholders, including in respect of certain determinations and judgements that the Calculation Agent may make pursuant to the Notes, that may influence the amount receivable or specified assets deliverable on redemption of the Notes.

The Issuer and any Dealer(s) may, at the date hereof or at any time hereafter, be in possession of information in relation to an Underlying that is or may be material in the context of the Notes and may or may not be publicly available to Noteholders. There is no obligation on the Issuer or any Dealer(s) to disclose to Noteholders any such information.

The Issuer and/or any of its Affiliates may have existing or future business relationships with an issuer or issuers of any Underlying(s) (including, but not limited to, lending, depositary, risk management, advisory and banking relationships), and will pursue actions and take steps that they or it deems necessary or appropriate to protect their and/or its interests arising therefrom without regard to the consequences for a Noteholder.

Modification, waivers and substitution

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

The Terms and Conditions of the Notes may be amended by the Issuer (a) for the purposes of curing any ambiguity, or for curing, correcting or supplementing any defective provision contained therein, (b) in any manner which the Issuer may deem necessary or desirable and which shall not materially adversely affect the interests of the holders of the Notes, Receipts and Coupons (as defined in the Terms and Conditions of the Notes), (c) for the purpose of correcting any manifest error or (d) if the amendment or modification is of a formal, minor or technical nature or is made to comply with mandatory provisions of law, in each case, without the consent of the holders of the Notes, Receipts and Coupons. The Terms and Conditions of the Notes also provide for the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in General Condition 14(c).

EU Savings Directive

EC Council Directive 2003/48/EC on the taxation of savings income (the “**Savings Directive**”) requires EU Member States to provide to the tax authorities of other EU Member States details of payments of interest and other similar income paid by a person established within its jurisdiction to (or for the benefit of) an individual resident, or certain other types of entity established, in that other EU Member State, except that Austria and Luxembourg will instead impose a withholding system for a transitional period (subject to a procedure

whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld) unless during such period they elect otherwise. The Luxembourg government has announced its intention to elect out of the withholding system in favour of an automatic exchange of information.

A number of third countries and territories including Switzerland have adopted similar measures to the Savings Directive.

The Council of the European Union has adopted a Directive (the “**Amending Directive**”) which will, when implemented, amend and broaden the scope of the requirements of the Savings Directive described above. The Amending Directive will expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities, and the circumstances in which payments must be reported or paid subject to withholding. For example, payments made to (or for the benefit of) (i) an entity or legal arrangement effectively managed in an EU Member State that is not subject to effective taxation or (ii) a person, entity or legal arrangement established or effectively managed outside of the EU (and outside any third country or territory that has adopted similar measures to the Savings Directive) which indirectly benefit an individual resident in an EU Member State, may fall within the scope of the Savings Directive, as amended. The Amending Directive requires EU Member States to adopt national legislation necessary to comply with it by 1 January 2016, which legislation must apply from 1 January 2017.

If a payment were to be made or collected through an EU Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment pursuant to the Savings Directive or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such Directive, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. Furthermore, once the Amending Directive is implemented and takes effect in EU Member States, such withholding may occur in a wider range of circumstances than at present, as explained above.

The Issuer is required to maintain a Paying Agent with a specified office in an EU Member State that is not obliged to withhold or deduct tax pursuant to any law implementing the Savings Directive or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive, which may mitigate an element of this risk if the Noteholder is able to arrange for payment through such a Paying Agent. However, investors should choose their custodians and intermediaries with care, and provide each custodian and intermediary with any information that may be necessary to enable such persons to make payments free from withholding and in compliance with the Savings Directive, as amended.

Investors who are in any doubt as to their position should consult their professional advisers.

U.S. Foreign Account Tax Compliance Withholding

For any Notes that are in global form and held within DTC, Euroclear, Clearstream or any Alternative Clearing System (together, the “**ICSDs**”), for so long as they are in global form and held by the ICSDs, in all but the most remote circumstances, it is not expected that FATCA (as defined in “*Taxation*” under “*FATCA withholding*”) will affect the amount of any payment received by the ICSDs (see “*Taxation*” under “*FATCA withholding*”). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payments to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment)

with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA, including any legislation implementing intergovernmental agreements relating to FATCA, if applicable) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax advisers to obtain a more detailed explanation of FATCA and how FATCA may affect them. If FATCA withholding were to be deducted or withheld from any payments on the Notes, neither the Issuer nor the Paying Agent nor any other person would, pursuant to the description of the Notes or otherwise, be required to pay additional amounts as a result of such FATCA withholding. As a result, investors may receive less interest or principal than expected. See “*Taxation*” under “*FATCA withholding*”.

Payments on the Notes may be subject to U.S. withholding tax on Dividend Equivalent Payments

Due to U.S. legislation enacted in 2010, payments on any Note that are, in whole or in part, directly or indirectly contingent upon, or determined by reference to, the payment of a dividend from a U.S. entity (a “**Dividend Equivalent Payment**”) may become subject to a 30 per cent. U.S. withholding tax when made to holders that are not U.S. Holders (as defined in “*Taxation – United States Federal Income Taxation*”) (“**Non-U.S. Holders**”). The imposition of this U.S. withholding tax will reduce the amounts received by Non-U.S. Holders. Neither the Issuer nor the Agent nor any other person shall pay any additional amounts to the Non-U.S. Holders in respect of such U.S. withholding. If a Non-U.S. Holder becomes subject to this withholding tax, the Non-U.S. Holder may be able to claim any exemptions under its applicable double tax treaty. The application and interpretation of the rules governing U.S. withholding tax on Dividend Equivalent Payments is subject to change. Non-U.S. holders should consult their tax advisers about the possibility of U.S. withholding on payments made on the Notes.

Statutory loss absorption

On 6 June 2012, the European Commission proposed a new directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the “**Bank Recovery and Resolution Directive**” or the “**BRRD**”). A draft of the BRRD was accepted by the European Parliament in April 2014. Assuming it is accepted also by the European Council, it is currently anticipated that most of its provisions will be applied by national authorities with effect from 1 January 2015. The draft BRRD includes proposals (currently intended to be applied by no later than 1 January 2016) to give regulators resolution powers, *inter alia*, to write down the debt (including senior debt securities such as the Notes) of a failing bank (or to convert such debt into capital) to strengthen its financial position and allow it to continue as a going concern, subject to appropriate restructuring measures being taken. It is currently unclear whether measures ultimately adopted in this area will apply to any debt currently in issue, or whether grandfathering rules will apply. Please see “*Regulation of Rabobank Group – European Union standards – Bank Recovery and Resolution Directive*” for more information on the BRRD.

It is possible that, pursuant to the Bank Recovery and Resolution Directive or other resolution or recovery rules which may in the future be applicable to the Issuer, new powers may be given to the Dutch Central Bank or another relevant authority/ies (each, a “**Relevant Authority**”) which could be used in such a way as to result in the Notes absorbing losses (“**Statutory Loss Absorption**”).

Pursuant to the exercise of any Statutory Loss Absorption measures, the Notes could become subject to a determination by the Relevant Authority or the Issuer (following instructions from the Relevant Authority) that all or part of the principal amount of the Notes, including accrued but unpaid interest in respect thereof, must be written off or otherwise converted into common equity Tier 1 capital or otherwise be applied to absorb losses. Such determination shall not constitute an Event of Default and Noteholders will have no

further claims in respect of any amount so written off or otherwise as a result of such Statutory Loss Absorption.

Any determination that all or part of the principal amount of the Notes will be subject to Statutory Loss Absorption may be inherently unpredictable and may depend on a number of factors which may be outside the Issuer's control. Accordingly, trading behaviour in respect of Notes which are subject to Statutory Loss Absorption is not necessarily expected to follow trading behaviour associated with other types of securities. Any indication that Notes will become subject to Statutory Loss Absorption could have an adverse effect on the market price of the relevant Notes. Potential investors should consider the risk that a Noteholder may lose all of its investment in such Notes, including the principal amount plus any accrued but unpaid interest, if those Statutory Loss Absorption measures were to be taken.

As used in this Base Prospectus, "Bank Recovery and Resolution Directive" and "BRRD" mean any relevant laws and regulations applicable to the Issuer at the relevant time pursuant to, or which implement, or are enacted within the context of, a directive and/or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms.

Potential investors should also refer to the risk factors entitled "*Bank recovery and resolution regimes*" and "*Change of law*".

Bank recovery and resolution regimes

The Dutch legislator has adopted banking legislation dealing with ailing banks (Special Measures Financial Institutions Act, *Wet bijzondere maatregelen financiële ondernemingen*, the "SMFI"). The SMFI contains similar legislation to the rules outlined in the draft Bank Recovery and Resolution Directive – see the risk factor entitled "*Statutory loss absorption*" above. Pursuant to the SMFI, substantial new powers are granted to the Dutch Central Bank and the Dutch Minister of Finance enabling them to deal with, *inter alia*, ailing Dutch banks prior to insolvency. The SMFI aims to empower the Dutch Central Bank or the Minister of Finance, as applicable, to commence proceedings leading to: (a) transfer of all or part of the business (including deposits) of the relevant bank to a private sector purchaser; (b) transfer of all or part of the business of the relevant bank to a "bridge bank"; and (c) public ownership (nationalisation) of the relevant bank and expropriation of its outstanding debt securities (which may include the Notes). Subject to certain exceptions, as soon as any of these proposed proceedings have been initiated by the Dutch Central Bank or the Minister of Finance, the relevant counterparties of such bank would not be entitled to invoke events of default or set off their claims against the bank.

Within the context of the resolution tools provided in the SMFI, holders of debt securities of a bank (including the Noteholders) subject to resolution could be affected by issuer substitution or replacement, transfer of debt, expropriation, modification of terms and/or suspension or termination of listings. The draft Bank Recovery and Resolution Directive includes similar proposals.

In addition, on 10 July 2013, the European Commission proposed a regulation (the "**SRM Regulation**") establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in a framework of a single resolution mechanism and a single bank resolution fund (the "**Single Resolution Mechanism**" or "**SRM**"). Political agreement on the text of the SRM Regulation was reached by the European Council and the European Parliament on 20 March 2014 and, on 15 April 2014, the European Parliament voted in a plenary session to adopt the SRM Regulation. It is expected that the final text of the SRM Regulation will be adopted by the European Council by September 2014. The SRM proposes to establish a single resolution authority (consisting of representatives from the European Central Bank (the "**ECB**"), the European Commission and the relevant national authorities) that will manage the failing of any bank in the Euro area and in other EU member states participating in the European Banking Union (as defined

herein). On the basis of the current proposal for the SRM, the single resolution authority is granted the same resolution tools as those set out in the Bank Recovery and Resolution Directive, including a bail-in tool.

It is possible that under the SMFI, the Bank Recovery and Resolution Directive, the Single Resolution Mechanism or any other future similar proposals, any new resolution powers given to the Dutch Central Bank or another relevant authority could be used in such a way as to result in the debt instruments of the Issuer, such as the Notes, absorbing losses or otherwise affecting the rights of Noteholders in the course of any resolution of the Issuer.

The SMFI and, if it were to be adopted in its current form, the Bank Recovery and Resolution Directive, could negatively affect the position of Noteholders and the credit rating attached to the Notes, in particular if and when any of the above proceedings would be commenced against the Issuer, since the application of any such legislation may affect the rights and effective remedies of the Noteholders as well as the market value of the Notes.

In addition, potential investors should refer to the risk factors entitled “*Statutory loss absorption*” and “*Change of law*”.

Dutch Intervention Act and EU Proposals for Bank Intervention

On 13 June 2012, the Dutch Intervention Act (*Wet bijzondere maatregelen financiële ondernemingen*) (the “**Intervention Act**”) entered into force. The Intervention Act amends the Dutch Financial Supervision Act and the Dutch Insolvency Act and sets out what actions can be taken by Dutch authorities when banks and insurers fail and cannot be wound up under ordinary insolvency rules due to concerns regarding the stability of the overall financial system. The Act provides for two categories of measures. The first category includes measures related to the timely and efficient liquidation of failing banks and insurers and gives the DNB the power to transfer customer deposits, assets and/or liabilities other than deposits and shares of an entity to third parties or to a bridge bank. The DNB is also granted the power to influence the internal decision making of failing institutions. The second category includes measures intended to safeguard the stability of the financial system as a whole and grants special powers to the Minister of Finance, including the power to take ownership of failing financial institutions. The Intervention Act also includes provisions limiting the ability of counterparties to exercise their rights after any of the measures mentioned above has been put into place. The Issuer is unable to predict what effects, if any, the Intervention Act may have on the financial system generally, the Issuer’s counterparties, or on the Issuer, its operations or its financial position. The Intervention Act may negatively affect the position of Noteholders.

The European Commission launched a number of proposals for a comprehensive framework for dealing with failing banks (the “**EU Proposals**”). The measures contemplated in the EU Proposals are similar to the measures of the Intervention Act. In addition, the EU Proposals introduce powers for regulators to write down debt of a failing bank (or to convert such debt into equity) to strengthen its financial position and allow it to continue as a going concern subject to appropriate restructuring. It is at this stage uncertain whether any of the EU Proposals will be adopted and, if they are, when and in what form.

If any of the EU Proposals were to be adopted, this could negatively affect the position of Noteholders.

Change of law

The conditions of the Notes are based on Dutch law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to Dutch, European or any other applicable laws, regulations or administrative practices after the date of this Base Prospectus. Such changes in law may include, but are not limited to, the introduction of a variety of statutory resolution and loss-absorption tools which may affect the rights of holders of securities issued by the Issuer, including the Notes. Such tools may include the ability to write off sums otherwise payable on such securities at a time

when the Issuer is no longer considered viable by its regulator or upon the occurrence of another trigger (see the risk factors entitled “*Statutory loss absorption*” and “*Bank recovery and resolution regimes*” above for further details).

Minimum Specified Denomination

In relation to any issue of Bearer Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a Noteholder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive bearer Note in respect of such holding (should definitive bearer Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a minimum Specified Denomination.

If Definitive Notes are issued, Noteholders should be aware that Definitive Notes that have a denomination which is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Book-entry interests

The Registered Notes may be represented by one or more Global Certificates. The Global Certificates will be deposited with a custodian on behalf of DTC or its nominee. Except in limited circumstances, holders will not be entitled to receive certificated notes. DTC will maintain records of the beneficial interests in the Global Certificates. Holders will be able to trade their beneficial interests only through DTC or a participant of DTC. The laws of some jurisdictions, including some states in the United States, may require that certain purchasers of securities take physical delivery of such securities in certificated form. The foregoing limitations may impair a holder’s ability to own, transfer or pledge its beneficial interests. A holder of beneficial interests in the Global Certificates in one of these jurisdictions will not be considered the owner or “holder” of the notes.

The Issuer will discharge its payment obligations under the Registered Notes by making payments to the custodian for distribution to the holders of beneficial interests at DTC or a participant of DTC in respect of interests of indirect participants. The Issuer and the initial purchasers of the Registered Notes will not have any responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Certificates. A holder of beneficial interests must rely on the procedures of DTC or DTC’s participants, through which holders hold their interests, to receive payments under the Registered Notes. The Issuer cannot assure holders that the procedures of DTC or DTC’s nominees, participants or indirect participants will be adequate to ensure that holders receive payments in a timely manner.

A holder of beneficial interests in the Global Certificates will not have a direct right under the covenant governing these notes to act upon solicitations the Issuer may request. Instead, holders will be permitted to act only to the extent they receive appropriate proxies to do so from DTC or, if applicable, DTC’s participants or indirect participants. Similarly, if the Issuer defaults on its obligations under the Registered Notes, as a holder of beneficial interests in the Global Certificates, holders will be restricted to acting through DTC or, if applicable, DTC’s participants or indirect participants. The Issuer cannot assure holders that the procedures of DTC or DTC’s nominees, participants or indirect participants will be adequate to allow them to exercise their rights under the Registered Notes in a timely manner.

Risk related to Notes denominated in Renminbi

Renminbi is not freely convertible; there are significant restrictions on remittance of Renminbi into and outside the PRC

Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies, including the U.S. Dollar, despite the significant reduction over the years by the PRC government of control over routine foreign exchange transactions under current accounts. Participating banks in Hong Kong have been permitted to engage in the settlement of Renminbi trade transactions under a pilot scheme introduced in July 2009. This represents a current account activity. The pilot scheme was extended in August 2011 to cover the entire PRC and to make Renminbi trade and other current account item settlement available worldwide. Currently, participating banks in Singapore, Hong Kong and Taiwan have been permitted to engage in the settlement of Renminbi trade transactions.

There is no assurance that the PRC government will continue gradually to liberalise the control over cross-border RMB remittances in the future, that the pilot scheme introduced in July 2009 will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC.

Holders of beneficial interests in Notes denominated in Renminbi may be required to provide certifications and other information (including Renminbi account information) in order to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Renminbi Notes and the Issuer's ability to source Renminbi outside the PRC to service Renminbi Notes.

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited. Since February 2004, in accordance with arrangements between the PRC central government and the Hong Kong government, licensed banks in Hong Kong may offer limited Renminbi-denominated banking services to Hong Kong residents and specified business customers. The People's Bank of China (the "PBOC"), the central bank of the PRC, has also established a Renminbi clearing and settlement system for participating banks in Hong Kong.

Currently, licensed banks in Singapore and Hong Kong may offer limited Renminbi-denominated banking services to Singapore residents, Hong Kong residents and specified business customers. The PBOC has now established a Renminbi clearing and settlement system for participating banks in Singapore, Hong Kong and Taiwan. Each of Industrial and Commercial Bank of China, Singapore Branch, Bank of China (Hong Kong) Limited and Bank of China, Taipei Branch (each, an "**RMB Clearing Bank**") has entered into settlement agreements with the PBOC to act as the RMB clearing bank in Singapore, Hong Kong and Taiwan respectively.

However, the current size of Renminbi-denominated financial assets outside the PRC is limited. In addition, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. They are only allowed to square their open positions with the RMB Clearing Bank after consolidating the RMB trade position of banks outside Singapore, Hong Kong and Taiwan that are in the same bank group of the participating bank concerned with their own trade position and the relevant RMB Clearing Bank only has access to onshore liquidity support from the PBOC to square open positions of participating banks for limited types of transactions, including open positions resulting from conversion services for corporations relating to cross-border trade settlement and for individual customers of up to RMB20,000 per person per day and for designated business customers relating to the RMB received in providing their services. The relevant RMB Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign

exchange transactions or conversion services and the participating banks will need to source Renminbi from the offshore market to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the settlement agreements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the Renminbi Notes. To the extent the Issuer is required to source Renminbi in the offshore market to service the Renminbi Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all.

Investment in the Renminbi Notes is subject to exchange rate risks and the Issuer may make payments of interest and principal in U.S. Dollars in certain circumstances

The value of the Renminbi against the U.S. Dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors. In addition, although the Issuer's primary obligation is to make all payments of interest and principal or other amounts in respect of the Renminbi Notes in Renminbi, in certain circumstances, and if so specified, the terms of the Notes allow the Issuer to delay any such payment and/or make payment in U.S. Dollars or another specified currency at the prevailing spot rate of exchange, and/or cancel or redeem such Notes, all as provided for in more detail in the Notes (see General Condition 8). As a result, the value of these Renminbi payments may vary with the prevailing exchange rates in the marketplace. If the value of the Renminbi depreciates against the U.S. Dollar or other foreign currencies, the value of the holder's investment in a Renminbi Note in U.S. Dollars or other applicable foreign currency terms will decline.

Payments in respect of the Renminbi Notes will only be made to investors in the manner specified in the Renminbi Notes

All payments to investors in respect of the Renminbi Notes will be made solely by (a) when Renminbi Notes are represented by a Global Note or a Global Certificate, transfer to a Renminbi bank account maintained in Hong Kong, in accordance with prevailing Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority rules and procedures or (b) when Renminbi Notes are in definitive form, transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in bank notes, by cheque or draft, or by transfer to a bank account in the PRC).

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong.

Risks related to payment of Notes in an Alternative Currency

The Issuer's primary obligation is to make all payments of interest and principal with respect to Notes in the relevant Specified Currency (or, in the case of Notes in respect of which "Dual Currency Interest" (for Exempt Notes only) and/or "Dual Currency Redemption" is specified to apply in the relevant Final Terms, the currency in which payment is otherwise to be made on such Notes). However, if so specified in the Notes, in the event access to the Specified Currency becomes restricted to the extent that, by reason of a Scheduled Payment Currency Disruption Event (as defined in General Condition 8(g)), it would (having been requested to make such a determination by the Issuer), in the opinion of the nominated adjudication agent (which may be the Issuer, if so specified), be commercially impracticable for the Issuer to pay interest or principal in the Specified Currency, the Issuer may in its sole and absolute discretion (a) postpone the payment of any such amounts, (b) make any such payment in the relevant Alternative Currency at the rates, and in the manner, set

out in General Condition 8(g) and the relevant Final Terms, (c) postpone the payment and make such payment in the relevant Alternative Currency or (d) redeem the Notes early.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk³:

The secondary market generally

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

Notes issued under the Programme may or may not be listed on a stock exchange or regulated market. In cases where Notes are not listed, pricing information may be more difficult to obtain and the liquidity and market prices of such Notes may be adversely affected.

If additional Notes are subsequently issued, the supply of such Notes in the market will increase and may cause the price at which the relevant Notes trade in the secondary market to decline significantly.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency (as defined in the Terms and Conditions of the Notes). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (a) the Investor's Currency-equivalent yield on the Notes, (b) the Investor's Currency-equivalent value of the principal payable on the Notes and (c) the Investor's Currency-equivalent market value of the Notes. If the Notes are denominated in a currency other than the currency of the country in which the Noteholder is resident, the Noteholder is exposed to the risk of fluctuations in the exchange rate between the two aforementioned currencies. The Noteholder may also be exposed to a foreign exchange risk if the reference obligation is denominated, or based on prices, in a currency other than the currency in which the relevant Note is denominated. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

³ Other risks may exist that are currently not known or that, based on today's knowledge, are not deemed to be material enough to be included in this section.

Credit ratings may not reflect all risks

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

The credit ratings assigned to the Notes issued under the Programme are a reflection of Rabobank Nederland's credit status and, in no way, are a reflection of the potential impact of other factors discussed in this Base Prospectus, or any other factors, on the market value of the Notes. A rating reflects only the views of the relevant rating agency and is not a recommendation to buy, sell or hold the Notes. Accordingly, prospective investors should consult their own financial and legal advisers as to the risks entailed by an investment in such Notes and the suitability of such Notes in light of their particular circumstances.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) Notes are legal investments for it, (b) Notes can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

KEY FEATURES OF THE PD NOTES AND DESCRIPTION OF HOW THE UNDERLYINGS MAY AFFECT THE VALUE OF THE NOTES

Interest features

Fixed Rate Notes

Fixed Rate Notes bear interest at the fixed rate(s) of interest specified in the relevant Final Terms. Unless otherwise specified in the relevant Final Terms, the rate of interest in respect of such Notes will remain constant throughout the term of the Notes and not be subject to variation.

Floating Rate Notes

Floating Rate Notes bear interest at a variable rate determined either:

- (a) on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or
- (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service.

The (positive or negative) margin (if any) relating to such floating rate will be specified in the relevant Final Terms.

The relevant Final Terms may provide that the margin in respect of any Interest Period may increase or decrease compared with the margin applicable to the preceding Interest Period.

Zero Coupon Notes

Zero Coupon Notes will be offered and sold at a discount to their nominal amount or at par. Zero Coupon Notes do not bear interest and an investor will not receive any return on the Notes until redemption.

Inverse Floating Rate Notes

Inverse Floating Rate Notes bear interest (if any) determined by reference to a floating rate (determined in accordance with (a) or (b) of “*Floating Rate Notes*” above) or the mathematical difference or sum of two such floating rates (the “**Inverse Rate**”).

The amount of interest is calculated by subtracting the value of the Inverse Rate, as observed on an Interest Determination Date for each Interest Period, from a specified amount, resulting in an interest rate that is inversely proportionate to the floating rate it is based on. As such, investors will receive a higher rate of interest when the floating rate is falling, and a lower rate of interest when the floating rate is rising. The amount of interest payable may be subject to a floor in order to guarantee a minimum return for investors.

INV(1)

The rate of interest applicable in respect of any interest period will be calculated by subtracting from the Margin, the relevant Reference Rate or Floating Rate Option (as the case may be).

INV(2)

The rate of interest applicable in respect of any interest period will be an inverse rate multiplied by a gearing factor and the result will be subtracted from a margin.

INV(3)

The rate of interest applicable in respect of any interest period will be an inverse rate multiplied by a gearing factor and the result will be subtracted from the rate of interest calculated for the previous interest period.

INV(4)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the sum of an inverse rate and a margin will be calculated and the result will be multiplied by a gearing factor.
- (b) The rate of interest payable in respect of the relevant interest period will be the difference between the rate of interest calculated for the previous interest period and the resulting amount calculated in (a) above.

INV(5)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, an inverse rate multiplied by a gearing factor will be calculated.
- (b) Secondly, the sum of a margin and the rate of interest calculated for the previous interest period will be calculated.
- (c) The rate of interest applicable in respect of the relevant interest period will be the difference between the resulting amount calculated in (b) above and the resulting amount calculated in (a) above.

INV(6)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, an inverse rate will be multiplied by a gearing factor and the result subtracted from a margin.
- (b) Secondly, the sum of another margin and the rate of interest calculated for the previous interest period will be calculated.
- (c) The rate of interest applicable in respect of the relevant interest period will be the greater of the two resulting amounts calculated in (a) and (b) above.

INV(7)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, an inverse rate will be multiplied by a gearing factor and the result subtracted from a margin.
- (b) Secondly, the sum of another margin and the rate of interest calculated for the previous interest period will be calculated.
- (c) The rate of interest applicable in respect of the relevant interest period will be the lesser of the two resulting amounts calculated in (a) and (b) above.

INV(8)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, an inverse rate will be multiplied by a gearing factor and the result subtracted from a margin.
- (b) Secondly, the sum of another margin and the rate of interest calculated for the previous interest period will be calculated.
- (c) Thirdly, the greater of the two resulting amount calculated in (a) and (b) above will be determined.

- (d) Fourthly, the sum of another margin and the rate of interest calculated for the previous interest period will be calculated.
- (e) The rate of interest applicable in respect of the relevant interest period will be the lower of the two resulting amounts calculated in (c) and (d) above.

CMS Linked Notes

CMS Linked Notes bear interest (if any) at a rate determined by reference to one or more swap rates. The amount of interest payable is proportionate to either a single swap rate, the difference between two such CMS rates or may be calculated in accordance with another of the CMS formulae described below. As such, investors will receive a higher rate of interest when CMS rates increase or when spreads between CMS rates widen, as the case may be. The amount of interest payable may be subject to a floor, in order to guarantee a minimum return for investors. The amount of interest payable may be subject to a cap, which will limit the return for investors.

Rate of Interest on CMS Linked Notes

CMS(1)

The rate of interest applicable in respect of any interest period will be equal to a CMS Rate.

CMS(2)

The rate of interest applicable in respect of any interest period will be equal to a CMS Rate plus a margin.

CMS(3)

The rate of interest applicable in respect of any interest period will be equal to a CMS Rate multiplied by a gearing factor and a margin being added to the result.

CMS(4)

The rate of interest applicable in respect of any interest period will be equal to a CMS Rate multiplied by a gearing factor.

CMS(5)

The rate of interest applicable in respect of any interest period will be equal to a CMS Rate plus a margin and the resulting amount being multiplied by a gearing factor.

CMS(6)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, a CMS Rate will be multiplied by a gearing factor and a margin will be added to that result.
- (b) Secondly, an applicable rate (which, for the avoidance of doubt, will be a different rate to the CMS Rate) will be multiplied by another gearing factor and another margin will be added to that result.
- (c) The rate of interest applicable in respect of the relevant interest period will be the greater of the two resulting amounts calculated in (a) and (b) above.

CMS(7)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, a CMS Rate will be multiplied by a gearing factor and a margin will be added to that result.
- (b) Secondly, an applicable rate (which, for the avoidance of doubt, will be a different rate to the CMS Rate) will be multiplied by another gearing factor and another margin will be added to that result.

- (c) The rate of interest applicable in respect of the relevant interest period will be the lesser of the two resulting amounts calculated in (a) and (b) above.

CMS(8)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, a CMS Rate will be multiplied by a gearing factor and a margin will be added to that result.
- (b) Secondly, another CMS Rate will be multiplied by another gearing factor and another margin will be added to that result.
- (c) The rate of interest applicable in respect of the relevant interest period will be the greater of the two resulting amounts calculated in (a) and (b) above.

CMS(9)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, a CMS Rate will be multiplied by a gearing factor and a margin will be added to that result.
- (b) Secondly, another CMS Rate will be multiplied by another gearing factor and another margin will be added to that result.
- (c) The rate of interest applicable in respect of the relevant interest period will be the lesser of the two resulting amounts calculated in (a) and (b) above.

CMS(10)

The rate of interest applicable in respect of any interest period will be equal to the difference between two different CMS Rates (also called the “spread” between such rates).

CMS(11)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the difference between two different CMS Rates will be determined and a margin will be added to the result.
- (b) The rate of interest applicable in respect of the relevant interest period will be the product of the resulting amount calculated in (a) above and a gearing factor.

CMS(12)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the difference between two different CMS Rates will be determined.
- (b) Secondly, the result of (a) above will be multiplied by a gearing factor.
- (c) The rate of interest applicable in respect of the relevant interest period will be the sum of the resulting amount calculated in (b) above and a margin.

CMS(13)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, a CMS Rate will be multiplied by a gearing factor and a margin will be added to that result.
- (b) Secondly, the greater of the result of the amount calculated in (a) above and a minimum rate of interest will be determined.

- (c) Thirdly, another CMS Rate will be multiplied by another gearing factor and another margin will be added to that result.
- (d) Fourthly, the greater of the result of the amount calculated in (c) above and another minimum rate of interest will be determined.
- (e) The rate of interest applicable in respect of the relevant interest period will be the difference between the two resulting amounts calculated in (b) and (d) above.

CMS(14)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, a CMS Rate will be multiplied by a gearing factor and a margin will be added to that result.
- (b) Secondly, the lower of the result of the amount calculated in (a) above and a maximum rate of interest will be determined.
- (c) Thirdly, another CMS Rate will be multiplied by another gearing factor and another margin will be added to that result.
- (d) Fourthly, the lower of the result of the amount calculated in (c) above and another maximum rate of interest will be determined.
- (e) The rate of interest applicable in respect of the relevant interest period will be the difference between the two resulting amounts calculated in (b) and (d) above.

CMS(15)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, a CMS Rate will be multiplied by a gearing factor and a margin will be added to that result.
- (b) Secondly, the difference between two CMS Rates will be determined and a margin will be added to that result.
- (c) Thirdly, the resulting amount calculated in (b) above will be multiplied by another gearing factor.
- (d) The rate of interest applicable in respect of the relevant interest period will be the greater of the two resulting amounts calculated in (a) and (c) above.

CMS(16)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, a CMS Rate will be multiplied by a gearing factor and a margin will be added to that result.
- (b) Secondly, the difference between two CMS Rates will be determined and a margin will be added to that result.
- (c) Thirdly, the resulting amount calculated in (b) above will be multiplied by another gearing factor.
- (d) The rate of interest applicable in respect of the relevant interest period will be the lesser of the two resulting amounts calculated in (a) and (c) above.

CMS(17)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, an applicable rate will be multiplied by a gearing factor and a margin will be added to that result.

- (b) Secondly, the difference between two CMS Rates will be determined and a margin will be added to that result.
- (c) Thirdly, the resulting amount calculated in (b) above will be multiplied by another gearing factor.
- (d) The rate of interest applicable in respect of the relevant interest period will be the greater of the two resulting amounts calculated in (a) and (c) above.

CMS(18)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, an applicable rate will be multiplied by a gearing factor and a margin will be added to that result.
- (b) Secondly, the difference between two CMS Rates will be determined and a margin will be added to that result.
- (c) Thirdly, the resulting amount calculated in (b) above will be multiplied by another gearing factor.
- (d) The rate of interest applicable in respect of the relevant interest period will be the lesser of the two resulting amounts calculated in (a) and (c) above.

CMS(19)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, a margin will be added to a CMS Rate.
- (b) Secondly, the resulting amount calculated in (a) above will be multiplied by a gearing factor and one will be added to that result.
- (c) Thirdly, the resulting amount calculated in (b) above will be raised to a power and from that result one will be subtracted.
- (d) The rate of interest applicable in respect of the relevant interest period will be the product of the resulting amount calculated in (c) above and another gearing factor.

CMSRA(1)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the number of fixing days during the relevant interest period on which the reference rate, floating rate option, or the difference between two reference rates, CMS Rates and/or floating rate options, falls inside or outside the specified range will be calculated, and the result will be divided by the total number of fixing days in the relevant interest period (the resulting fraction being the “**Range Accrual Fraction**”).
- (b) The rate of interest applicable in respect of the relevant interest period will be the product of the Range Accrual Fraction and the Applicable Rate (which rate may be a CMS Rate).

CMSRA(2)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the number of fixing days during the relevant interest period on which the reference rate or floating rate option, or the difference between two reference rates, CMS Rates and/or floating rate options, falls inside or outside the specified range will be calculated, and the result will be divided by the total number of fixing days in the relevant interest period (the resulting fraction being the “**Range Accrual Fraction**”).

- (b) Secondly, the sum of an Applicable Rate (which may be a CMS Rate) and the margin will be calculated.
- (c) The rate of interest applicable in respect of the relevant interest period will be the product of the Range Accrual Fraction and the resulting amount calculated in (b) above.

CMSRA(3)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the number of fixing days during the relevant interest period on which the reference rate or floating rate option, or the difference between two reference rates, CMS Rates and/or floating rate options, falls inside or outside the specified range will be calculated, and the result will be divided by the total number of fixing days in the relevant interest period (the resulting fraction being the “**Range Accrual Fraction**”).
- (b) Secondly, an Applicable Rate (which may be a CMS Rate) will be multiplied by a gearing factor, and a margin will be added to that result.
- (c) The rate of interest applicable in respect of the relevant interest period will be the product of the Range Accrual Fraction and the resulting amount calculated in (b) above.

CMSRA(4)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the number of fixing days during the relevant interest period on which the reference rate or floating rate option, or the difference between two reference rates, CMS Rates and/or floating rate options, falls inside or outside the specified range will be calculated, and the result will be divided by the total number of fixing days in the relevant interest period (the resulting fraction being the “**Range Accrual Fraction**”).
- (b) Secondly, an Applicable Rate (which may be a CMS Rate) will be multiplied by a gearing factor, and a margin will be added to that result.
- (c) Thirdly, the lower of the resulting amount calculated in (b) above and the Maximum Interest Rate will be determined.
- (d) The rate of interest applicable in respect of the relevant interest period will be the product of the Range Accrual Fraction and the resulting amount calculated in (c) above.

CMSRA(5)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the number of fixing days during the relevant interest period on which the reference rate or floating rate option, or the difference between two reference rates, CMS Rates and/or floating rate options, falls inside or outside the specified range will be calculated, and the result will be divided by the total number of fixing days in the relevant interest period (the resulting fraction being the “**Range Accrual Fraction**”).
- (b) Secondly, an Applicable Rate (which may be a CMS Rate) will be multiplied by a gearing factor, and a margin will be added to that result.
- (c) Thirdly, the greater of the resulting amount calculated in (b) above and the minimum interest rate will be determined.

- (d) The rate of interest applicable in respect of the relevant interest period will be the product of the Range Accrual Fraction and the resulting amount calculated in (c) above.

Range Accrual Notes

Range Accrual Notes bear interest (if any) determined by reference to a floating rate (determined in accordance with (a) or (b) of “*Floating Rate Notes*” above) depending on how many days such floating rate is above or below a specified barrier level or within a specified range during an agreed observation period. If the value of the floating rate breaches the specified barrier level or is outside the specified range on any day during the relevant observation period, the amount of interest payable for the relevant interest period will be lower. If the value of the floating rate breaches the specified barrier level or is outside the specified range throughout the entire observation period, no interest will be payable for the relevant Interest Period.

RAN(1)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the number of fixing days during the relevant interest period on which the reference rate or floating rate option, or the difference between two reference rates and/or floating rate options, falls inside or outside the specified range will be calculated, and the result will be divided by the total number of fixing days in the relevant interest period (the resulting fraction being the “**Range Accrual Fraction**”).
- (b) The rate of interest applicable in respect of the relevant interest period will be the product of the applicable rate and the Range Accrual Fraction.

RAN(2)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the number of fixing days during the relevant interest period on which the reference rate or floating rate option, or the difference between two reference rates and/or floating rate options, falls inside or outside the specified range will be calculated, and the result will be divided by the total number of fixing days in the relevant interest period (the resulting fraction being the “**Range Accrual Fraction**”).
- (b) Secondly, the sum of an Applicable Rate and a margin will be calculated.
- (c) The rate of interest applicable in respect of the relevant interest period will be the product of the Range Accrual Fraction and the resulting amount calculated in (b) above.

RAN(3)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the number of fixing days during the relevant interest period on which the reference rate or floating rate option, or the difference between two reference rates and/or floating rate options, falls inside or outside the specified range will be calculated, and the result will be divided by the total number of fixing days in the relevant interest period (the resulting fraction being the “**Range Accrual Fraction**”).
- (b) Secondly, an Applicable Rate will be multiplied by a gearing factor and a margin will be added to the result.
- (c) The rate of interest applicable in respect of the relevant interest period will be the product of the Range Accrual Fraction and the resulting amount calculated in (b) above.

RAN(4)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the number of fixing days during the relevant interest period on which the reference rate or floating rate option, or the difference between two reference rates and/or floating rate options, falls inside or outside the specified range will be calculated, and the result will be divided by the total number of fixing days in the relevant interest period (the resulting fraction being the “**Range Accrual Fraction**”).
- (b) Secondly, an Applicable Rate will be multiplied by a gearing factor and a margin will be added to the result.
- (c) Thirdly, the lower of the resulting amount calculated in (b) above and the Maximum Rate of Interest will be determined.
- (d) The rate of interest applicable in respect of the relevant interest period will be the product of the Range Accrual Fraction and the resulting amount calculated in (c) above.

RAN(5)

The rate of interest applicable in respect of any interest period will be calculated as follows:

- (a) First, the number of fixing days during the relevant interest period on which the reference rate or floating rate option, or the difference between two reference rates and/or floating rate options, falls inside or outside the specified range will be calculated, and the result will be divided by the total number of fixing days in the relevant interest period (the resulting fraction being the “**Range Accrual Fraction**”).
- (b) Secondly, an Applicable Rate will be multiplied by a gearing factor, and a margin will be added to the result.
- (c) Thirdly, the greater of the resulting amount calculated in (b) above and a Minimum Interest Rate will be determined.
- (d) The rate of interest applicable in respect of the relevant interest period will be the product of the Range Accrual Fraction and the resulting amount calculated in (c) above.

Ratchet Notes

The Issuer may issue Ratchet Notes. The term “**ratchet**” is used to describe the mechanism for re-setting the rate of interest applicable in respect of the Notes each Interest Period.

In an interest period, the maximum rate of interest will be the lesser of (a) a floating rate (which is a rate multiplied by a gearing factor plus a margin) and (b) the rate of interest applicable in respect of the immediately preceding interest period (the “**Previous Coupon**”), multiplied by a second gearing factor plus a second margin. Effectively, the second margin creates a maximum amount that the rate of interest can increase relative to the Previous Coupon.

The minimum rate of interest in any interest period will be the greater of (i) the floating rate mentioned in (a) above and (ii) the Previous Coupon, multiplied by a second gearing factor and a third margin. Effectively, the third margin sets a minimum increase, or maximum decrease, of rate of interest relative to the Previous Coupon.

In the first interest period, a specified rate will be deemed to represent the Previous Coupon.

The ratchet is achieved by the fact the minimum and maximum amounts of interest are determined relative to the Previous Coupon.

Variable Rate Notes

The Rate of Interest for Variable Rate Notes may be varied during the term of the Notes. The relevant Final Terms will specify an initial interest period, together with the Rate of Interest that applies to such period (the “**initial rate**”), and one or more variable interest periods, together with the corresponding Rate(s) of Interest (each, a “**varied rate**”).

If “Variation Notice” is specified to apply, the varied rate(s) will apply only if the Issuer provides at least five Business Days’ notice to the Noteholders; otherwise, the initial rate will continue until the next date specified for variation of interest (if any) or to maturity. If “Variation Notice” does is specified not to apply, the basis of interest will automatically change to the varied rate on the dates specified in the relevant Final Terms.

The rates of interest for Variable Rate Notes may be calculated in the same manner as a Fixed Rate Note, Floating Rate Note, Inverse Floating Rate Note, CMS Linked Note, Range Accrual Note or Zero Coupon Note.

Contingent Coupon Notes

Contingent Coupon Notes bear interest (if any) determined by reference to one or more Underlyings. The Calculation Agent will observe the value of the Underlying(s) either on a single Coupon Observation Date, or over a number of days (comprising a Coupon Observation Period) prior to each Interest Payment Date. The amount of interest (if any) payable per Calculation Amount in respect of the relevant Interest Period is calculated by reference to such value of the Underlying(s) in accordance with one of the following formulae (as specified in the relevant Final Terms):

Conditional Coupon with No Memory – Single Underlying

The Notes bear interest at a specified rate if the value of a Single Underlying is at or above a specified threshold on a single Coupon Observation Date. If the value of the Single Underlying is below the specified threshold on each Coupon Observation Date during the term of the Notes, no interest will be payable in respect of the Notes for the relevant Interest Period.

Conditional Coupon with No Memory – Worst Performer

The Notes will bear interest at a specified rate of interest if the value of each Underlying in a Basket is at or above a specified threshold on a single Coupon Observation Date. If the value of any one of the Underlyings comprising the Basket is below such specified threshold (i.e. the worst performer) on the relevant Coupon Observation Date, no interest will be payable for the relevant Interest Period.

Conditional Coupon with Memory – Single Underlying

The Notes bear interest at a specified rate if the value of a Single Underlying is at or above a specified level on a single Coupon Observation Date (the “**Coupon Condition**”); otherwise, no interest will be payable in respect of the relevant Interest Period.

Although no interest will be paid on any Interest Payment Date corresponding to an Interest Period in respect of which the Coupon Condition has not been met, the rate of interest will in respect of each successive Interest Period be increased by a factor reflecting the number of previous consecutive Coupon Observation Dates which have occurred where no interest was paid. Accordingly, if on a subsequent Coupon Observation Date the Coupon Condition is met, the amount of interest payable on the relevant Interest Payment Date may be considered to comprise deferred interest for the previous Interest Period in respect of which no interest was paid. If the Coupon Condition is not met on any Coupon Observation Date then no interest will be payable during the term of the Notes.

Conditional Coupon with Memory – Worst Performer

The Notes bear interest (if any) at a specified rate if the value of each Underlying in a Basket is at or above a specified threshold on a single Coupon Observation Date (the “**Coupon Condition**”). If the value of any one or more of the Underlyings comprising the Basket is below such specified threshold (i.e. the worst performer) on the relevant Coupon Observation Date, no interest will be payable for the relevant Interest Period.

Although no interest will be paid on any Interest Payment Date corresponding to an Interest Period in respect of which the Coupon Condition has not been met, the rate of interest will in respect of each successive Interest Period be increased by a factor reflecting the number of previous consecutive Coupon Observation Dates which have occurred where no interest was paid. Accordingly, if on a subsequent Coupon Observation Date the Coupon Condition is met, the amount of interest payable on the relevant Interest Payment Date may be considered to comprise deferred interest for the previous Interest Period in respect of which no interest was paid. If the Coupon Condition is not met on any Coupon Observation Date then no interest will be payable during the term of the Notes.

Range Accrual – Single Underlying

The Notes bear interest (if any) determined by reference to the number of days in a Coupon Observation Period on which the closing value of a Single Underlying is at or above a specified threshold or within a specified range. If the value of such Single Underlying remains below the specified threshold, or outside the specified range throughout the entire Coupon Observation Period, no interest will be payable for the relevant Interest Period.

Range Accrual – Worst Performer

The Notes bear interest (if any) determined by the number of days in a Coupon Observation Period on which the closing value, on any day in the Coupon Observation Period, of the worst performing Underlying in a Basket is at or above a specified threshold or within a specified range. In order to determine which is the worst performing Underlying: first, the performance of each Underlying in a Basket on an observation date or during an observation period is calculated by dividing its final value by its strike value; secondly, the performance of each Underlying is compared and the Underlying with the lowest number will be the “worst performer”.

Bonus Recovery – Single Underlying

If the value of a Single Underlying is at or above a specified threshold on a single Coupon Observation Date, the Notes will bear interest at a rate of interest determined by reference to the increase in value of the Underlying relative to a specified initial value, subject to a minimum specified rate of interest; otherwise, no interest will be payable in respect of the relevant Interest Period.

Bonus Recovery – Worst Performer

If the value of each Underlying in a Basket is at or above a specified threshold on a single Coupon Observation Date, the Notes bear interest at a rate determined by reference to the increase in value of the worst performing Underlying in a Basket relative to the specified initial value of that Underlying, subject to a minimum specified rate of interest. If the value of any one of the Underlyings comprising the Basket falls below such specified threshold (i.e. the worst performer) on the relevant Coupon Observation Date, no interest will be payable in respect of the relevant Interest Period.

Year-on-year Inflation Linked Interest

The Notes bear interest (if any) determined by reference to the change in the level of an inflation index over a one year period, subject to a maximum amount and/or a minimum amount if either or both are specified to apply:

- (a) if neither a “cap” nor a “floor” is specified to apply, the Notes bear interest at a rate determined by reference to the change in the level of an inflation index in respect of the relevant year compared with the level of the inflation index in respect of the immediately preceding year, multiplied by a gearing factor, plus a specified margin. The greater any positive change in the level of the inflation index, the greater the increase in the amount of interest payable, compared with the amount payable in respect of the immediately preceding Interest Period. The greater any negative change in the level of the inflation index, the greater the decrease in the amount of interest payable (which could be zero) compared with the amount payable in respect of the immediately preceding Interest Period;
- (b) if a “cap” is specified to apply, the Notes bear interest determined in the same manner as in paragraph (a) above, subject to a specified maximum amount. An investor would therefore be limited as to the amount it could benefit from a rise in the level of the inflation index, and could also receive no interest in certain circumstances;
- (c) if a “floor” is specified to apply, the Notes bear interest determined in the same manner as in paragraph (a) above, subject to a specified minimum amount. An investor would therefore benefit from a rise in the level of the inflation index, and their exposure to a fall in the level of the inflation index would be limited to a specified level; and
- (d) if both a “cap” and a “floor” are specified to apply, the Notes bear interest determined in the same manner as in paragraph (a) above, subject to both a specified maximum amount and a specified minimum amount. An investor would therefore be limited as to the amount it could benefit from a rise in the level of the inflation index, but would also have its exposure to a fall in the level of the inflation index limited to a specified level.

If the performance of the inflation index yields a negative result, no interest is payable.

Other Periodic Inflation Linked Interest

The Notes bear interest (if any) determined by reference to the change in the level of an inflation index over a specified period subject to a maximum amount and/or a minimum amount if either or both are specified to apply:

- (a) if neither a “cap” nor a “floor” is specified to apply, the Notes will bear interest at a rate of interest determined by reference to the rise or fall in the value of an inflation index relative to a specified initial value, multiplied by a specified factor. Consequently, an investor could benefit from an increase in value in the inflation index, but could also receive no interest if the inflation index decreases in value beyond a certain point;
- (b) if a “cap” is specified to apply, the Notes will bear interest at a rate of interest determined in the same manner as in paragraph (a) above, subject to a specified maximum amount. An investor would be limited as to the amount it could benefit from an increase in value in the inflation index, and could also receive no interest in certain circumstances;
- (c) if a “floor” is specified to apply, the Notes will bear interest at a rate of interest calculated in the same manner as in paragraph (a) above, subject to a specified minimum amount. An investor would benefit from an increase in value in the inflation index, and its exposure to a decrease in value in the inflation index would be limited to a specified level; and
- (d) if both a “cap” and a “floor” are specified to apply, the Notes will bear interest at a rate of interest determined in the same manner as in paragraph (a) above, subject to both a specified maximum amount and a specified minimum amount. An investor would be limited as to the amount it could

benefit from an increase in value in the inflation index, but would also have its exposure to a decrease in value in the inflation index limited to a specified value.

If the performance of the inflation index yields a negative result, no interest is payable.

Digital Interest

The Notes bear interest (if any) determined by reference to one of two specified rates, depending on the value of a Single Underlying relative to one or more specified coupon triggers on the relevant Observation Date as follows:

- (a) where “Equal to or less than” is specified to apply, if the value of a Single Underlying is equal to or less than a specified threshold, the Notes will bear interest by reference to one rate of interest; if the value of the Single Underlying is below such specified threshold, a different rate of interest will apply;
- (b) where “Equal to or greater than” is specified to apply, if the value of a Single Underlying is equal to or greater than a specified threshold, the Notes will bear interest by reference to one rate of interest; if the value of the Underlying is below such specified threshold, a different rate of interest will apply; and
- (c) where “Within a range” is specified to apply, if the value of a Single Underlying is equal to either of two specified thresholds or between such thresholds, the Notes will bear interest by reference to one rate of interest; otherwise, a different rate of interest will apply.

FX Linked Interest

FX(1)

The Notes bear interest (if any) determined by reference to the performance of the specified FX Rate multiplied by one specified rate, with a second specified amount being subtracted from the result. The performance of the relevant FX Rate is calculated by dividing its value on a specified date prior to each Interest Payment Date by its initial value.

FX(2)

The Notes bear interest (if any) determined by reference to the performance of the specified FX Rate multiplied by a specified rate. The performance of the relevant FX Rate is calculated by dividing its value on a specified date prior to each Interest Payment Date by its initial value.

FX Range Interest

The Notes bear interest (if any) determined by reference to the performance of a specified FX Rate. If the FX Rate is within two specified thresholds, interest is calculated at one specified rate. If the FX Rate is outside such thresholds, interest is calculated at an alternative rate.

Redemption features

Automatic Early Redemption

Where “Automatic Early Redemption” is specified as applicable, all the Notes will redeem early, prior to their stated maturity, on the Automatic Early Redemption Date following the occurrence of a specified trigger event. Upon automatic early redemption, the Issuer will pay an amount per Calculation Amount equal to a specified percentage of the Calculation Amount, together with the Interest Amount (if any) accrued to (but excluding) the Automatic Early Redemption Date.

Autocall – Single Underlying

The Notes will redeem early on a specified date if the value of a Single Underlying is at or above a specified threshold.

Autocall – Worst Performer

The Notes will redeem early on a specified date if the value of each Underlying in a Basket is at or above a specified threshold.

Autocall (Individual Call) – Single Underlying

The Notes will redeem early on a specified date as follows:

- (a) where “Equal to or less than” is specified to apply, if the value of the Single Underlying is determined by the Calculation Agent to be equal to or less than a specified threshold;
- (b) where “Equal to or greater than” is specified to apply, if the value of the Single Underlying is determined by the Calculation Agent to be equal to or greater than a specified threshold; or
- (c) where “Within a range” is specified to apply, if the value of the Single Underlying is determined by the Calculation Agent to be equal to either of two specified thresholds or between such thresholds.

Different thresholds may be specified in the relevant Final Terms of the Notes for different Automatic Early Redemption Dates.

Autocall (Individual Call) – Worst Performer

The Notes will redeem early on the Automatic Early Redemption Date as follows:

- (a) where “Equal to or less than” is specified to apply, if the value of each Underlying in the Basket is determined by the Calculation Agent to be equal to or less than a specified threshold;
- (b) where “Equal to or greater than” is specified to apply, if the value of each Underlying in a Basket is determined by the Calculation Agent to be equal to or greater than a specified threshold; or
- (c) where “Within a range” is specified to apply, if the value of each Underlying in a Basket is determined by the Calculation Agent to be equal to either of two specified thresholds or between such thresholds.

Different thresholds may be specified in the relevant Final Terms for different Automatic Early Redemption Dates.

Redemption at maturity

The amount payable (if any) at maturity is calculated by reference to a specified “Final Redemption Amount” formula, which will determine either (a) a cash amount per Calculation Amount to be paid on the maturity date (either specified in such formula or calculated on the basis of a specified “Cash Settlement Amount” formula) or (b) an amount of assets per Calculation Amount which the Issuer shall deliver to Noteholders, calculated in accordance with a specified “Asset Amount” formula, as the case may be.

Where the Final Redemption Amount is determined by reference to the performance of one or more Underlyings, the final value of the Underlying(s) is calculated as (a) the value of the Underlying(s) on a specific date, (b) such value averaged over a number of specified dates or (c) determined on the basis of the lowest value over a specified period.

Final Redemption Amounts

Redemption at Par/Redemption at Discount/Premium

The Notes will be redeemed at either 100 per cent. per Calculation Amount (“**par**”), or at a specified percentage of, which may be less than (“**discount**”) or greater than (“**premium**”), par.

Dual Currency Redemption

A cash amount equivalent to the Calculation Amount will be payable. The currency in which such cash amount is payable will be determined by reference to the increase or decrease in the value of an FX Rate over a specified period (the “**FX Performance**”). If the FX Performance is either (a) equal to or greater than, (b) equal to or less than, (c) greater than or (d) less than a specified threshold, depending on which option is specified in the relevant Final Terms (each, a “**Currency Condition**”), the cash amount will be converted into an alternative currency at an exchange rate as specified in the relevant Final Terms. If the Currency Condition is not met, the cash amount will be payable in the currency in which the Notes are denominated.

Standard Redemption – Single Underlying

If the final value of a Single Underlying is greater than or equal to a specified threshold, the Notes will redeem at par; otherwise, the Notes will redeem in accordance with the Cash Settlement Amount formula or Asset Amount formula, as the case may be, specified in the relevant Final Terms.

Standard Redemption – Worst Performer

If the final value of each Underlying in a Basket is greater than or equal to a specified threshold, the Notes will redeem at par; otherwise, the Notes will redeem in accordance with the Cash Settlement Amount formula or Asset Amount formula, as the case may be, specified in the relevant Final Terms.

Standard Redemption – Basket

If the aggregate of the final values of all the Underlyings in a Basket is greater than or equal to a specified threshold, the Notes will redeem at par; otherwise, the Notes will redeem in accordance with the Cash Settlement Amount formula or Asset Amount formula, as the case may be, specified in the relevant Final Terms.

Barrier Redemption – Single Underlying

If the final value of a Single Underlying is greater than or equal to the strike, the Notes will redeem in accordance with the First Cash Settlement Amount formula specified in the relevant Final Terms; if the final value of the Single Underlying is less than the strike and equal to or greater than the barrier, the Notes will redeem at par; if the final value of the Single Underlying is less than the barrier the Notes will redeem in accordance with the Second Cash Settlement Amount formula or Asset Amount formula, as the case may be, specified in the relevant Final Terms.

Barrier Redemption – Worst Performer

If the final value of each Underlying in a Basket is greater than or equal to its strike, the Notes will redeem in accordance with the First Cash Settlement Amount formula specified in the relevant Final Terms; if the worst performing Underlying in such Basket is less than its strike and equal to or greater than its barrier, the Notes will redeem at par; if the final value of any Underlying in the Basket is less than its barrier the Notes will redeem in accordance with the Second Cash Settlement Amount formula or Asset Amount formula, as the case may be, specified in the relevant Final Terms.

Continuous Barrier Redemption – Single Underlying

If the final value of the Single Underlying is greater than or equal to the strike, the Notes will redeem in accordance with the First Cash Settlement Amount formula specified in the relevant Final Terms; if the final

value of the Single Underlying is less than the strike and a specified “**Barrier Breach Event**” has not occurred, the Notes will redeem at par; if the final value of the Single Underlying is less than its strike and the Barrier Breach Event has occurred, the Notes will redeem in accordance with the Second Cash Settlement Amount formula or Asset Amount formula, as the case may be, specified in the relevant Final Terms.

The Barrier Breach Event will occur when the value of the Underlying, observed over a specified period, is either less than, less than or equal to, greater than or greater than or equal to a specified barrier level, depending on what options are specified in the relevant Final Terms.

Continuous Barrier Redemption – Worst Performer

If the final value of each Underlying in the Basket is greater than or equal to its strike, the Notes will redeem in accordance with the First Cash Settlement Amount formula specified in the relevant Final Terms; if the final value of any Underlying in the Basket is less than the strike and a specified Barrier Breach Event has not occurred, the Notes will redeem at par; if the final value of any Underlying in the Basket is less than its strike and the Barrier Breach Event has occurred, the Notes they will redeem in accordance with the Second Cash Settlement Amount formula or Asset Amount formula, as the case may be, specified in the relevant Final Terms.

The Barrier Breach Event will occur when the value of the Underlying, observed over a specified period, is either less than, less than or equal to, greater than or greater than or equal to a specified barrier level, depending on what options are specified in the relevant Final Terms.

Cash Settlement Amounts

Redemption at Par

The Notes will be redeemed at 100 per cent. per Calculation Amount (“**par**”).

Redemption at Discount/Premium

The Notes will be redeemed at a specified percentage per Calculation Amount.

If one of the following formulae is specified to apply in respect of the Notes, the amount payable at maturity will be determined by reference to the performance of one or more Underlyings over a period of time. The higher the value of the Single Underlying, or each Underlying in a Basket, as the case may be, relative to its specified initial value, the higher the amount payable at maturity (subject to any applicable maximum amounts as specified below). The lower the value of the Single Underlying, or each Underlying in a Basket, as the case may be, relative to its specified initial value, the lower the amount payable at maturity (subject to any applicable minimum amounts as specified below).

Performance – Single Underlying

On redemption, a cash amount (if any) will be payable calculated by dividing the final value of the Single Underlying by its initial value.

Performance – Worst Performer

On redemption, a cash amount (if any) will be payable calculated by dividing the final value of the worst performing Underlying in the Basket by its initial value.

Performance – Basket

On redemption, a cash amount (if any) will be payable calculated by dividing the aggregate final value of all Underlyings in the Basket by the aggregate initial value.

Gearing factor – Single Underlying

On redemption, a cash amount (if any) will be payable determined by reference to the increase or decrease in the value of the Single Underlying relative to its specified initial value, which amount is multiplied by a specified geared rate.

Gearing factor acts as a multiplication factor. Gearing factor will magnify an investor's exposure to the performance of the Underlying: if the Underlying's performance is positive, then this positive performance will be enhanced by the level of gearing factor; conversely, if the Underlying's performance is negative, then this negative performance will be magnified by the level of gearing factor.

Gearing factor – Worst Performer

On redemption, a cash amount (if any) will be payable determined by reference to the increase or decrease in the value of the worst performing Underlying in a Basket, multiplied by a specified geared rate and with a specific amount deducted.

Gearing factor acts as a multiplication factor. Gearing factor will magnify an investor's exposure to the performance of the relevant Underlying: if the Underlying's performance is positive, then this positive performance will be enhanced by the level of gearing factor; conversely, if the Underlying's performance is negative, then this negative performance will be magnified by the level of gearing factor.

In order to determine which is the worst performing Underlying, first, the performance of each Underlying in a Basket is calculated by dividing its final value by its strike value, and secondly, the performance of each Underlying is compared and the Underlying with the lowest number will be the "worst performer".

Gearing factor with cap – Single Underlying

On redemption, a cash amount (if any) will be payable determined by reference to the geared increase or decrease in the value of the Single Underlying relative to its specified initial value, less a specified percentage (i.e. the "Subtrahend"), subject to a specified cap.

Gearing factor acts as a multiplication factor. Gearing factor will magnify an investor's exposure to the performance of the Underlying: if the Underlying's performance is positive, then this positive performance will be enhanced by the level of gearing factor; conversely, if the Underlying's performance is negative, then this negative performance will be magnified by the level of gearing factor.

A cap is the maximum amount an investor may receive. If the performance of the Underlying exceeds the level of the cap, then the Notes will not take into account the positive performance of the Underlying that exceeds the level of the cap.

Gearing factor with cap – Worst Performer

On redemption, a cash amount (if any) will be payable determined by reference to the geared increase or decrease in the value of the worst performing Underlying in a Basket relative to its specified initial value, less a specified percentage (i.e. the "Subtrahend"), subject to a specified cap.

Gearing factor acts as a multiplication factor. Gearing factor will magnify an investor's exposure to the performance of the relevant Underlying: if the Underlying's performance is positive, then this positive performance will be enhanced by the level of gearing factor; conversely, if the Underlying's performance is negative, then this negative performance will be magnified by the level of gearing factor.

A cap is the maximum amount an investor may receive. If the performance of the relevant Underlying exceeds the level of the cap, then the Notes will not take into account the positive performance of the Underlying that exceeds the level of the cap.

In order to determine which is the worst performing Underlying, first, the performance of each Underlying in a Basket is calculated by dividing its final value by its strike value, and secondly, the performance of each Underlying is compared and the Underlying with the lowest number will be the “worst performer”.

Gearing factor with cap and/or floor – Single Underlying

On redemption, a cash amount (if any) will be payable determined by reference to the geared increase or decrease in the value of the Single Underlying relative to its specified initial value, less a specified percentage (i.e. the “Subtrahend”), subject to a specified cap.

Gearing factor acts as a multiplication factor. Gearing factor will magnify an investor’s exposure to the performance of the Underlying: if the Underlying’s performance is positive, then this positive performance will be enhanced by the level of gearing factor; conversely, if the Underlying’s performance is negative, then this negative performance will be magnified by the level of gearing factor.

A cap is the maximum amount an investor may receive. If the performance of the Underlying exceeds the level of the cap, then the Notes will not take into account the positive performance of the Underlying that exceeds the level of the cap.

A floor is the minimum amount an investor may receive. If the performance of the Underlying is floored then, if the performance of the Underlying falls below the level of the floor, the Notes will limit the downside exposure of the Underlying to the level of the floor.

Gearing factor with cap and/or floor – Worst Performer

On redemption, a cash amount (if any) will be payable determined by reference to the geared increase or decrease in the value of the worst performing Underlying in a Basket relative to its specified initial value, less a specified percentage (i.e. the “Subtrahend”), subject to a specified cap.

Gearing factor acts as a multiplication factor. Gearing factor will magnify an investor’s exposure to the performance of the relevant Underlying: if the Underlying’s performance is positive, then this positive performance will be enhanced by the level of gearing factor; conversely, if the Underlying’s performance is negative, then this negative performance will be magnified by the level of gearing factor.

A cap is the maximum amount an investor may receive. If the performance of the relevant Underlying exceeds the level of the cap, then the Notes will not take into account the positive performance of the Underlying that exceeds the level of the cap.

A floor is the minimum amount an investor may receive. If the performance of the relevant Underlying is floored then, if the performance of the Underlying falls below the level of the floor, the Notes will limit the downside exposure of the Underlying to the level of the floor.

In order to determine which is the worst performing Underlying, first, the performance of each Underlying in a Basket is calculated by dividing its final value by its strike value, and, secondly, the performance of each Underlying is compared and the Underlying with the lowest number will be the “worst performer”.

Inflation Index Linked Redemption

On redemption, a cash amount (if any) will be payable determined by reference to the increase or decrease in the value of an inflation index over a specified period, subject to a floor and a cap.

The cap is the maximum amount that an investor may receive. If the performance of the inflation index exceeds the level of the cap, then investors will not participate in the positive performance that exceeds the level of the cap.

The floor is the minimum amount that an investor may receive. If the performance of the inflation index falls below the level of the floor, then investor's exposure to the negative performance will be limited to the level of the floor.

FX Performance Linked Redemption – Single Underlying

On redemption, a cash amount (if any) will be payable determined by reference to the increase or decrease in the value of the rate of exchange of two specified currencies (an “**FX Rate**”), subject to a minimum amount, over a specified period, which amount is multiplied by a specified geared rate. Where “put” is selected, if such FX Rate increases, the cash amount (if any) payable on redemption will be higher. Where “call” is selected, if such FX Rate increases, the cash amount (if any) payable on redemption will be lower.

FX Performance Linked Redemption – Basket

On redemption, a cash amount (if any) will be payable determined by reference to the average of the increase or decrease in the value of a Basket of FX Rates over a specified period. Where “put” is selected, if such exchange rates increase, the cash amount (if any) payable on redemption will be higher. Where “call” is selected, if such exchange rates increase, the cash amount (if any) payable on redemption will be lower.

Asset Amounts

The Asset Amount formula specified will determine the amount of assets that the Issuer shall deliver to Noteholders on redemption (the “**Asset Amount**”). In the event that this amount does not result in whole numbers of assets, any residual amount will be paid in cash.

Single Underlying – No Exchange Rate

The Asset Amount will be determined by reference to the final value of the Single Underlying on the specified Observation Date. The lower the final value of the Underlying, the higher the Asset Amount.

Single Underlying – Exchange Rate for Currencies other than Sterling

The Asset Amount will be determined by reference to the final value of the Single Underlying on the specified Observation Date, taking into account the applicable exchange rate between the specified currency and the currency of the Single Underlying.

Single Underlying – Exchange Rate for Sterling

The Asset Amount will be determined by reference to the final value of the Single Underlying on the specified Observation Date, taking into account the applicable exchange rate between the specified currency and the currency of the Single Underlying, the resulting value of which is then multiplied by 100.

Worst Performer – No Exchange Rate

The Asset Amount will be determined by reference to the final value of the worst performing Underlying in a Basket on the specified Observation Date. The lower the final value, the higher the Asset Amount.

Worst Performer – Exchange Rate for Currencies other than Sterling

The Asset Amount will be determined by reference to the final value of the worst performing Underlying in the Basket on the specified Observation Date, taking into account the applicable exchange rate between the specified currency and the currency of the relevant Underlying.

Worst Performer – Exchange Rate for Sterling

The Asset Amount will be determined by reference to the final value of the worst performing Underlying in the Basket on the specified Observation Date, taking into account the applicable exchange rate between the specified currency and the currency of the relevant Underlying, the resulting value of which is then multiplied by 100.

PUBLIC OFFERS OF NON-EXEMPT PD NOTES IN THE EUROPEAN ECONOMIC AREA

Non-Exempt PD Notes may, subject as provided below, be offered in a Relevant Member State in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to in this Base Prospectus as a “**Public Offer**”. Notwithstanding the above, the Issuer intends only to issue CMS Linked Notes which specify the formula “CMS(6)”, “CMS(7)”, “CMS(8)”, “CMS(9)”, “CMS(10)”, “CMS(11)”, “CMS(12)”, “CMS(13)”, “CMS(14)”, “CMS(15)”, “CMS(16)”, “CMS(17)”, “CMS(19)”, “CMSRA(1)”, “CMSRA(2)”, “CMSRA(3)”, “CMSRA(4)” or “CMSRA(5)” and Inverse Floating Rate Notes which specify the formula “INV(4)”, “INV(5)”, “INV(6)”, “INV(7)” or “INV(8)” with a minimum denomination of at least EUR 100,000 (or its equivalent in another currency).

This Base Prospectus has been prepared on a basis that permits Public Offers of Non-Exempt PD Notes in Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden and the United Kingdom (together, the “**Public Offer Jurisdictions**”). Any person making or intending to make a Public Offer of Non-Exempt PD Notes in a Public Offer Jurisdiction on the basis of this Base Prospectus must do so only with the Issuer’s consent – see “*Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)*” below.

If the Issuer intends to make or authorise any Public Offer of Non-Exempt PD Notes to be made in one or more Relevant Member States other than in a Public Offer Jurisdiction, it will prepare a supplement to this Base Prospectus specifying such Relevant Member State(s) and any additional information required by the Prospectus Directive in respect thereof. Such supplement will also set out provisions relating to the Issuer’s consent to use this Base Prospectus in connection with any such Public Offer.

Public Offers may be made by the Authorised Offerors in each of the Public Offer Jurisdictions to any person during the Offer Period. In other EEA countries and in all jurisdictions (including the Public Offer Jurisdictions) outside of the Offer Period, offers will only be made pursuant to an exemption under the Prospectus Directive, as implemented in such countries. All offers of the Notes will be made in compliance with all applicable laws and regulations.

Save as provided above, neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any Public Offer of Notes in circumstances in which an obligation arises for either the Issuer or any Dealer to publish or supplement a prospectus for such offer.

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

In the context of any Public Offer of Non-Exempt PD Notes in a Public Offer Jurisdiction, the Issuer accepts responsibility, in a Public Offer Jurisdiction, for the content of this Base Prospectus under Article 6 of the Prospectus Directive in relation to any person (an “**Investor**”) to whom an offer of any Non-Exempt PD Notes is made by any financial intermediary to whom the Issuer has given its consent to use the Base Prospectus (an “**Authorised Offeror**”), where the offer is made in compliance with all conditions attached to the giving of the consent. Such consent and conditions are described below under “*Consent*” and “*Common conditions to consent*”. Neither the Issuer nor any Dealer has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such Public Offer.

Save as provided below, neither the Issuer nor any Dealer has authorised the making of any Public Offer and the Issuer has not consented to the use of this Base Prospectus by any other person in

connection with any Public Offer of Non-Exempt PD Notes. Any Public Offer made without the consent of the Issuer is unauthorised and neither the Issuer nor any Dealer accepts any responsibility or liability for the actions of the persons making any such unauthorised offer. If, in the context of a Public Offer, an Investor is offered Non-Exempt PD Notes by a person which is not an Authorised Offeror, the Investor should check with such person whether anyone is responsible for this Base Prospectus for the purposes of Article 6 of the Prospectus Directive in the context of the Public Offer and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents it should take legal advice.

Consent

Subject to the conditions set out below under “*Common conditions to consent*”:

- (A) the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of Non-Exempt PD Notes in a Public Offer Jurisdiction by the relevant Dealer and by:
 - (i) any financial intermediary named as an Initial Authorised Offeror in the relevant Final Terms; and
 - (ii) any financial intermediary appointed after the date of the relevant Final Terms and whose name is published on the Issuer’s website (*www.rabobank.com*) and identified as an Authorised Offeror in respect of the relevant Public Offer; and
- (B) if (and only if) Part B of the relevant Final Terms specifies “General Consent” as applicable, the Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of Non-Exempt PD Notes in a Public Offer Jurisdiction by any financial intermediary which satisfies the following conditions:
 - (i) it is authorised to make such offers under the applicable legislation implementing the Markets in Financial Instruments Directive; and
 - (ii) it accepts the Issuer’s offer to grant consent to the use of this Base Prospectus by publishing on its website the following statement (with the information in square brackets completed with the relevant information):

“We, [insert legal name of financial intermediary], refer to the [insert title of relevant Non-Exempt PD Notes] (the “Notes”) described in the Final Terms dated [insert date] (the “Final Terms”) published by Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Structured Products) (the “Issuer”). We hereby accept the offer by the Issuer of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in [Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden and the United Kingdom] (the “Public Offer”) in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus in connection with the Public Offer accordingly.”

The “**Authorised Offeror Terms**”, being the terms to which the relevant financial intermediary agrees in connection with using the Base Prospectus, are that the relevant financial intermediary:

- (I) will, and it agrees, represents, warrants and undertakes for the benefit of the Issuer and the relevant Dealer that it will, at all times in connection with the relevant Public Offer:

- (a) act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the “**Rules**”) from time to time including, without limitation, Rules relating to both the appropriateness or suitability of any investment in the Non-Exempt PD Notes by any person and disclosure to any potential Investor, and will immediately inform the Issuer and the relevant Dealer if at any time such financial intermediary becomes aware or suspects that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all respects;
- (b) comply with the restrictions set out under “*Subscription and Sale*” in this Base Prospectus which would apply as if it were a Dealer;
- (c) ensure that any fee (and any other commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Non-Exempt PD Notes does not violate the Rules and, to the extent required by the Rules, is fully and clearly disclosed to Investors or potential Investors;
- (d) hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Non-Exempt PD Notes under the Rules;
- (e) comply with applicable anti-money laundering, anti-bribery, anti-corruption and “know your client” Rules (including, without limitation, taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential Investor prior to initial investment in any Non-Exempt PD Notes by the Investor), and will not permit any application for Non-Exempt PD Notes in circumstances where the financial intermediary has any suspicions as to the source of the application moneys;
- (f) retain Investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer in order to enable the Issuer and/or the relevant Dealer to comply with anti-money laundering, anti-bribery, anti-corruption and “know your client” Rules applying to the Issuer and/or the relevant Dealer;
- (g) ensure that no holder of Non-Exempt PD Notes or potential Investor in Non-Exempt PD Notes shall become an indirect or direct client of the Issuer or the relevant Dealer for the purposes of any applicable Rules from time to time, and, to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;
- (h) cooperate with the Issuer and the relevant Dealer in providing such information (including, without limitation, documents and records maintained pursuant to paragraph (f) above) upon written request from the Issuer or the relevant Dealer as is available to such financial intermediary or which is within its power and control from time to time, together with such further assistance as is reasonably requested by the Issuer or the relevant Dealer:
 - (i) in connection with any request or investigation by the AFM and/or any relevant regulator of competent jurisdiction in relation to the Non-Exempt PD Notes, the Issuer or the relevant Dealer; and/or
 - (ii) in connection with any complaints received by the Issuer and/or the relevant Dealer relating to the Issuer and/or the relevant Dealer or another Authorised Offeror, including, without limitation, complaints as defined in rules published by the AFM and/or any relevant regulator of competent jurisdiction from time to time; and/or

- (iii) which the Issuer or the relevant Dealer may reasonably require from time to time in relation to the Non-Exempt PD Notes and/or as to allow the Issuer or the relevant Dealer fully to comply within its own legal, tax and regulatory requirements,

in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process;

- (i) during the period of the initial offering of the Non-Exempt PD Notes: (i) only sell the Non-Exempt PD Notes at the Issue Price specified in the relevant Final Terms (unless otherwise agreed with the relevant Dealer); (ii) only sell the Non-Exempt PD Notes for settlement on the Issue Date specified in the relevant Final Terms; (iii) not appoint any sub-distributors (unless otherwise agreed with the relevant Dealer and the Issuer); (iv) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Non-Exempt PD Notes (unless otherwise agreed with the relevant Dealer); and (v) comply with such other rules of conduct as may be reasonably required and specified by the relevant Dealer;
 - (j) either (i) obtain from each potential Investor an executed application for the Non-Exempt PD Notes, or (ii) keep a record of all requests such financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case, prior to making any order for the Non-Exempt PD Notes on their behalf, and, in each case, maintain the same on its files for so long as is required by any applicable Rules;
 - (k) ensure that it does not, directly or indirectly, cause the Issuer or the relevant Dealer to breach any Rule or subject the Issuer or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
 - (l) comply with the conditions to the consent referred to under “*Common conditions to consent*” below and any further requirements relevant to the Public Offer as specified in the relevant Final Terms;
 - (m) make available to each potential Investor in the Non-Exempt PD Notes the Base Prospectus (as supplemented as at the relevant time, if applicable), the relevant Final Terms and any applicable information booklet provided by the Issuer for such purpose, and not convey or publish any information that is not contained in or entirely consistent with this Base Prospectus (as supplemented as at the relevant time, if applicable) and the relevant Final Terms; and
 - (n) if it conveys or publishes any communication (other than the Base Prospectus or any other materials provided to such financial intermediary by or on behalf of the Issuer for the purposes of the relevant Public Offer) in connection with the relevant Public Offer, it will ensure that such communication (i) is fair, clear and not misleading and complies with the Rules, (ii) states that such financial intermediary has provided such communication independently of the Issuer, that such financial intermediary is solely responsible for such communication and that none of the Issuer nor the relevant Dealer accepts any responsibility for such communication and (iii) does not, without the prior written consent of the Issuer or the relevant Dealer (as applicable), use the legal or publicity names of the Issuer or, respectively, the relevant Dealer or any other name, brand or logo registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest, except to describe the Issuer as issuer of the relevant Non-Exempt PD Notes on the basis set out in this Base Prospectus;
- (II) agrees and undertakes to indemnify each of the Issuer and the relevant Dealer (in each case, on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling

persons) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the relevant Dealer; and

(III) agrees and accepts that:

- (a) the contract between the Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the Issuer's offer to use the Base Prospectus with its consent in connection with the relevant Public Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, the laws of the Netherlands;
- (b) subject to (c) below the competent courts of Amsterdam, the Netherlands have exclusive jurisdiction to settle any dispute arising out of or in connection with the Authorised Offeror Contract (including any dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a "**Dispute**") and the Issuer and the financial intermediary submit to the exclusive jurisdiction of such courts;
- (c) for the purposes of (III)(b) and (d), the financial intermediary waives any objection to the competent courts of Amsterdam, the Netherlands on the grounds that they are an inconvenient or inappropriate forum to settle any dispute; and
- (d) to the extent allowed by law, the Issuer and each relevant Dealer may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

Any financial intermediary falling within sub-paragraph (B) above who wishes to use this Base Prospectus in connection with a Public Offer is required, for the duration of the relevant Offer Period, to publish on its website the statement (duly completed) specified at paragraph (B)(ii) above.

Common conditions to consent

The conditions to the Issuer's consent are (in addition to the conditions described in paragraph (B) of "*Consent*" above if Part B of the relevant Final Terms specifies "General Consent" as applicable) that such consent:

- (a) is only valid in respect of the relevant Tranche of Non-Exempt PD Notes;
- (b) is only valid during the Offer Period specified in the relevant Final Terms; and
- (c) only extends to the use of this Base Prospectus to make Public Offers of the relevant Tranche of Non-Exempt PD Notes in one or more of Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden and the United Kingdom, as specified in the relevant Final Terms.

The consent referred to above relates to Offer Periods (if any) occurring within 12 months from the date of this Base Prospectus.

ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS

AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY NON-EXEMPT PD NOTES IN A PUBLIC OFFER FROM AN AUTHORISED OFFEROR OTHER THAN THE ISSUER WILL DO SO, AND OFFERS AND SALES OF SUCH NON-EXEMPT PD NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE PUBLIC OFFER OR SALE OF THE NON-EXEMPT PD NOTES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE RELEVANT AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NEITHER THE ISSUER NOR ANY DEALER (EXCEPT WHERE SUCH DEALER IS THE RELEVANT AUTHORISED OFFEROR) HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.

Public Offers: Issue Price and Offer Price

Non-Exempt PD Notes to be offered pursuant to a Public Offer will be issued by the Issuer at the Issue Price specified in the relevant Final Terms. The Issue Price will be determined by the Issuer in consultation with the relevant Dealer at the time of the relevant Public Offer and will depend, amongst other things, on the interest rate applicable to the Non-Exempt PD Notes and prevailing market conditions at that time. The offer price of such Non-Exempt PD Notes will be the Issue Price or such other price as may be agreed between an Investor and the Authorised Offeror making the offer of the Non-Exempt PD Notes to such Investor. The Issuer will not be party to arrangements between an Investor and an Authorised Offeror, and the Investor will need to look to the relevant Authorised Offeror to confirm the price at which such Authorised Offeror is offering the Non-Exempt PD Notes to such Investor.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus is to be read in conjunction with the relevant Final Terms and the following documents which have been previously published or are published simultaneously with this Base Prospectus and that have been approved by the AFM or filed with it and shall be incorporated in, and form part of, this Base Prospectus:

- (a) the articles of association of Rabobank Nederland, dated 20 June 2014;
- (b) the Terms and Conditions of Rabobank Structured Products Structured Medium-Term Note programmes dated 1 July 2005, 27 December 2005, 22 December 2006, 24 December 2007, 22 December 2008, 21 December 2009, 22 September 2010, 22 September 2011 and 22 June 2012;
- (c) the audited consolidated financial statements of Rabobank Group for the years ended 31 December 2011, 2012 and 2013 (in each case, together with the independent auditor's reports thereon and explanatory notes thereto); and
- (d) the audited unconsolidated financial statements of Rabobank Nederland for the years ended 31 December 2011, 2012 and 2013 (in each case, together with the independent auditor's reports thereon and explanatory notes thereto),

save that any statement contained in this Base Prospectus or in any of the documents incorporated by reference in, and forming part of, this Base Prospectus shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in any document which is subsequently incorporated by reference herein by way of a supplement prepared in accordance with Article 16 of the Prospectus Directive modifies or supersedes such statement.

The Issuer will provide, without charge, to each person to whom a copy of this Base Prospectus is delivered, a copy of the documents incorporated herein by reference unless such documents have been modified or superseded as specified above, in which case the modified or superseding version of such document will be provided. Such documents may be obtained (i) from the Issuer at its registered office set out at the end of this Base Prospectus, (ii) by telephoning the Issuer on +31 (0)30 21 60000 or (iii) from the Issuer's website at www.rabobank.com/en/ir/Funding/Funding_programmes/Eur_15_billion_structured_MTN_Programme.html. In addition, such documents will be available, without charge, from the principal office of Rabobank International (as Euronext Amsterdam Listing Agent) in the Netherlands for Notes listed on Euronext Amsterdam and from the principal office of the Arranger in England and of the Paying Agent in Luxembourg.

The content of the websites above or elsewhere in this Base Prospectus do not form part of this Base Prospectus.

SUPPLEMENTARY PROSPECTUS

The Issuer has given an undertaking to the Dealer(s) that, if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Base Prospectus which is capable of affecting an assessment by investors of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the rights attaching to the Notes, the Issuer shall prepare and publish an amendment or supplement to this Base Prospectus or a replacement prospectus for use in connection with any subsequent offering of the Notes and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

From time to time, the credit rating agencies may revise their ratings of the Issuer or the Issuer's securities or the outlooks on these ratings. Unless required by applicable law, the Issuer may not prepare a supplement to this Base Prospectus or publish a new prospectus for use in connection with any subsequent offer of the Notes in the event that one or more of these credit rating agencies revise their rating or their outlook on the ratings of the Issuer or the Issuer's securities.

IMPORTANT INFORMATION

Responsibility statement

The Issuer (the “**Responsible Person**”) accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge and belief of the Responsible Person (which has taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Where information has been sourced from a third party, this information has been accurately reproduced and, as far as the Responsible Person is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

TO NEW HAMPSHIRE RESIDENTS: NEITHER THE FACT THAT A REGISTRATION STATEMENT NOR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED (“**RSA**”) WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING, NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

Available information under Rule 144A

The Issuer is exempt from reporting pursuant to Rule 12g3-2(b) under the U.S. Securities Exchange Act of 1934 (the “**Exchange Act**”). As long as the Issuer is exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, it will furnish its Annual Report and certain other periodic reports and information to the SEC. At such time of filing, The Issuer will be exempt from providing the information required under Rule 144A(d)(4) described in the paragraph below.

The Issuer has agreed that, for so long as any Notes issued by it are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, it will, during any period in which it is neither subject to section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner upon the request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the Securities Act. The Issuer is not, nor does it intend to become, a reporting company under section 13 or section 15(d) of the Exchange Act. Any such request for information should be directed to the Issuer at its office set out at the end of this Base Prospectus.

Enforceability of judgments

Rabobank Nederland is a bank organised under the laws of the Netherlands. All or a substantial portion of the assets of Rabobank Nederland and a majority of its directors and executive officers are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon such persons or to enforce against any of them or Rabobank Nederland judgments obtained in

United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any State or territory within the United States.

Presentation of financial information

The audited consolidated financial statements for the years ended 31 December 2011, 31 December 2012 and 31 December 2013 and the corresponding summary figures incorporated by reference in this Base Prospectus have been prepared in accordance with International Financial Reporting Standards as adopted by the EU pursuant to EU Regulation No 1606/2002 (IFRS) and comply with Part 9 of Book 2 of the Dutch Civil Code.

Change in accounting policies and presentation

As a result of changes in accounting policies and presentation, certain figures for Rabobank Group for the year ended 31 December 2012 in this Base Prospectus have been restated. See the Rabobank Group consolidated financial statements 2013, under note 2.1.1 “*Changes in accounting policies and presentation*” for further information.

Forward-looking statements

This Base Prospectus includes “forward-looking statements” within the meaning of section 27A of the Securities Act and section 21E of the Exchange Act. All statements other than statements of historical facts included in this Base Prospectus, including, without limitation, those regarding the Issuer’s financial position, business strategy, plans and objectives of management for future operations (including development plans and objectives relating to the Issuer’s products), 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.

Important factors that could cause the Issuer’s actual results, performance or achievements to differ materially from those in the forward-looking statements include, among others, changes or downturns in the Dutch economy or the economies in other countries in which the Issuer conducts business, the impact of fluctuations in foreign exchange rates and interest rates and the impact of future regulatory requirements. Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under “*Risk Factors*”.

These forward-looking statements speak only as of the date of this Base Prospectus. Other than as required by law or the rules and regulations of the relevant stock exchange, 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.

Special considerations

Commodity Index Linked Notes, Equity Index Linked Notes and Inflation Index Linked Notes are not in any way sponsored, endorsed, sold or promoted by the Index Sponsor and the Index Sponsor makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the relevant index and/or the figure at which the relevant index stands at any particular time on any particular day or otherwise. Each index is calculated by a third party independent from the Issuer and, therefore, the Issuer will not accept any liability for any act or failure to act by the relevant Index Sponsor in connection with, among other things, the calculation, adjustment, maintenance or cancellation of the relevant index.

Equity Linked Notes are not in any way sponsored, endorsed, sold or promoted by the issuer of the Equities and the issuer of the Equities makes no warranty or representation whatsoever, express or implied, as to the future performance of the Equities.

With respect to any Notes linked to any Underlying(s), the Issuer makes no warranty or representation whatsoever, express or implied, as to the future performance of the relevant Underlying(s) or the value or level derived from a formula or index relating to one or more Underlying(s) or a combination thereof.

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.

A prospective purchaser may not rely on the Issuer, the Dealer(s) or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above and none of the Issuer nor the Dealer(s) nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective purchaser of the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it.

GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency agreed by the Issuer and the relevant Dealer(s) having maturities of one week or longer (or such other minimum or maximum maturity as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant currency). A description of the terms and conditions of the Programme and the Notes appears below. The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer(s) prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes endorsed on, attached to, or incorporated by reference into, the Notes, as modified and supplemented by the relevant Final Terms attached to, or endorsed on, such Notes, as more fully described under “*General Conditions of the Notes*”, and the relevant Annex, below.

Programme limit

This Base Prospectus (together with the relevant Final Terms, and supplements, if any) will be valid for unlisted Notes or for listing or admission to trading of Notes on Euronext Amsterdam or the Luxembourg Stock Exchange Regulated Market, the SIX Structured Products Exchange or any other stock exchange during the period of 12 months from the date of this Base Prospectus in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Programme, does not exceed EUR 15,000,000,000 or its equivalent in other currencies. For the purpose of calculating the euro equivalent of the aggregate nominal amount of Notes issued under the Programme from time to time:

- (a) the euro equivalent of Notes denominated in a Specified Currency other than euro (as specified in the relevant Final Terms in relation to the relevant Notes, described in the “*Summary of Programme relating to PD Notes*” under “*Type and class of the Notes*”) shall be determined, at the discretion of the Issuer, either as of the date on which agreement is reached for the issue of Notes or on the preceding day on which commercial banks and foreign exchange markets are open for business in London, in each case on the basis of the spot rate for the sale of the euro against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading international bank agreed between the Issuer and the relevant Dealer(s) on the relevant day of calculation;
- (b) the euro equivalent of Notes in respect of which no interest is due prior to the Maturity Date (as specified in the relevant Final Terms in relation to the relevant Notes, described in the “*Summary of Programme relating to PD Notes*” under “*Type and class of the Notes*”) and other Notes issued at a discount or a premium shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue; and
- (c) the euro equivalent of Notes payable in more than one currency (as specified in the relevant Final Terms in relation to the relevant Notes, described in the “*Summary of Programme relating to PD Notes*” under “*Type and class of the Notes*”) shall be calculated in the manner specified above by reference to the original nominal amount on issue of such Notes.

Ratings

Senior long-term Notes issued under the Programme are expected to be rated AA- by Fitch. Senior unsecured Notes issued under the Programme are expected to be rated Aa2 by Moody's. Senior Notes with a maturity of one year or more issued under the Programme are expected to be rated AA- by Standard & Poor's. Tranches of Notes to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating assigned to the Notes already issued. A security rating is

not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency without prior notice.

As defined by Fitch, an “AA” rating means that the Notes are judged to be of a very high credit quality and denotes expectations of very low default risk. It indicates very strong capacity for payment of financial commitments and is not significantly vulnerable to foreseeable events. The modifier “-” is appended to denote relative status within the rating category.

As defined by Moody’s, obligations rated “Aa” are judged to be of high quality and are subject to very low credit risk. The modifier 2 indicates that the obligation ranks in the mid-range of its generic rating category.

As defined by Standard & Poor’s, an “AA” rating means that the Notes have a high rating assigned by Standard & Poor’s and that the Issuer’s capacity to meet its financial commitment on the obligation is very strong. The “AA” rating is modified by the addition of a minus (-) sign to show relative standing within the “AA” rating category.

In addition, Rabobank’s long-term deposits and senior debt ratings are rated “AA (high)” by DBRS. As defined by DBRS, rating category “AA” means that the relevant obligations are of superior credit quality. The capacity for the payment of financial obligations is considered high. Credit quality differs from AAA only to a small degree. Unlikely to be significantly vulnerable to future events. The addition of the “(high)” designation indicates the rating is in the higher end of the category.

Categories of potential investors to which the Notes are offered

Offers of Non-Exempt PD Notes may be made by the Authorised Offerors in each of the Public Offer Jurisdictions to any person during the Offer Period. In other EEA countries and in all jurisdictions (including the Public Offer Jurisdictions) outside of the Offer Period, offers will only be made by the Dealer(s) pursuant to an exemption under the Prospectus Directive, as implemented in such countries.

All offers of the Notes will be made in compliance with all applicable laws and regulations.

GENERAL CONDITIONS OF THE NOTES

The following is the text of the terms and conditions of the Notes that, subject to completion in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these General Conditions together with the relevant provisions of Part A of the Final Terms or (ii) these General Conditions, as so completed (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes in definitive form or on the Certificates relating to such Registered Notes.

The Notes are issued pursuant to an amended and restated agency agreement (as further amended or supplemented as at the date of issue of the Notes (the “**Issue Date**”) (the “**Agency Agreement**”) dated 30 July 2014, between the Issuer, Deutsche Bank AG, London Branch as issuing and paying agent (the “**Issuing and Paying Agent**”), Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International) as Euroclear Netherlands fiscal agent (the “**Euroclear Netherlands Fiscal Agent**”) and the other agents named therein (each, a “**Paying Agent**” and together with the Issuing and Paying Agent and the Euroclear Netherlands Fiscal Agent, the “**Paying Agents**”), Deutsche Bank Trust Company Americas as registrar (the “**Registrar**”, which expression shall include any successor registrar), as exchange agent (the “**Exchange Agent**”, which expression shall include any successor exchange agent) and as a transfer agent (together with the Registrar, the “**Transfer Agents**”, which expression shall include any additional or successor transfer agents). The Notes have the benefit of a covenant (as amended or supplemented as at the Issue Date) dated 30 July 2014 executed by the Issuer in relation to the Notes (the “**Covenant**”). The Noteholders, the holders of the interest coupons (the “**Coupons**”) appertaining to interest bearing Notes and, where applicable in the case of such Notes, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) and the holders of the receipts for the payment of instalments of principal (the “**Receipts**”) relating to Notes of which the principal is payable in instalments (the “**Receiptholders**”) are deemed to have taken notice of and to have accepted all of the provisions of the Agency Agreement applicable to them. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons.

The relevant Final Terms for the Notes (or the relevant provisions thereof) are attached to or endorsed on the Notes which supplement these Terms and Conditions.

Copies of the Agency Agreement, the Covenant and the ISDA Definitions are available for viewing during normal business hours at the specified offices of each of the Paying Agents.

1 Definitions and Interpretation

(a) **General Definitions**

In these General Conditions, the following terms shall have the meanings set out below:

“**Accrual Range**” has the meaning specified in the relevant Final Terms, and may, if so specified in the relevant Final Terms, be (i) expressed as a range between two percentages (and if the Accrual Rate is equal to the upper or lower limits of such Accrual Range, it shall be deemed to fall inside or outside such Accrual Range as so specified in the relevant Final Terms) or (ii) expressed to be greater than (or, if so specified in the relevant Final Terms, equal to) a specified percentage or (iii) expressed to be less than (or, if so specified in the relevant Final Terms, equal to) a specified percentage.

“**Accrual Rate**” has the meaning (expressed as a percentage) specified in the relevant Final Terms and may, if so specified in the relevant Final Terms, be (x) an absolute value, (y) calculated based on one or more Reference Rates and/or Floating Rate Options (as the case may be) or (z) a combination of (x) and (y).

“**Affiliate**” means any entity controlled, directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer, or any entity under common control with the Issuer. As used herein “**control**” means the ownership of a majority of the voting power of the entity and “**controlled by**” and “**controls**” shall be construed accordingly.

“**Agent**” means any of the Paying Agents, the Transfer Agents or the Exchange Agent.

“**Alternative Clearing System**” means each clearing system specified in the relevant Final Terms.

“**Amortisation Yield**” means the rate specified in the relevant Final Terms or, which, if none is specified in the relevant Final Terms, shall be such rate as would produce the Amortised Face Amount equal to the Issue Price of the Notes if they were discounted back to their issue price on the Issue Date.

“**Amortised Face Amount**” means the amount calculated in accordance with General Condition 7(f).

“**Applicable Rate**” is the rate specified in the relevant Final Terms, and may, if so specified in the relevant Final Terms, be (i) an absolute value, (ii) calculated based upon one or more Reference Rates and/or Floating Rate Options (as the case may be) or (iii) a combination of (i) and (ii).

“**Asset Amount**” means an amount per Calculation Amount in accordance with General Condition 6(d).

“**Asset Transfer Notice**” means an asset transfer notice in the form set out in the Agency Agreement.

“**Australian Dollars**” means to the lawful currency of the Commonwealth of Australia.

“**Automatic Early Redemption Amount**” means the amount per Calculation Amount calculated in accordance with General Condition 7(a).

“**Automatic Early Redemption Date**” means the date falling the number of Business Days after the relevant Automatic Early Redemption Observation Date as specified in the relevant Final Terms, or, if no such number is specified, the fifth Business Day after the relevant Automatic Early Redemption Observation Date.

“**Automatic Early Redemption Observation Date**” means the date(s) specified in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“**Automatic Early Redemption Trigger**” means, in respect of an Underlying, the Automatic Early Redemption Trigger corresponding to an Automatic Early Redemption Observation Date specified in the relevant Final Terms.

“**Automatic Early Redemption Value**” means, in respect of an Underlying and Automatic Early Redemption Observation Date, the percentage specified as such in the relevant Final Terms.

“**Averaging Date**” means an Initial Averaging Date, a Coupon Averaging Date or a Final Averaging Date, as the case may be.

“**Barrier**” means, in respect of an Underlying, the value specified in the relevant Final Terms.

“**Barrier Breach Event**” means either Barrier Breach Event (Observation Period Intra-day), Barrier Breach Event (Observation Period Closing) or Barrier Breach Event (Reference Business Day Closing), as specified in the relevant Final Terms.

“Barrier Breach Event (Observation Period Closing)” means that, in the determination of the Calculation Agent, on any Reference Business Day during the Barrier Observation Period:

- (i) if “Less than” is specified as applicable in the relevant Final Terms, the Reference Value of any Underlying is less than its Barrier;
- (ii) if “Equal to or less than” is specified as applicable in the relevant Final Terms, the Reference Value of any Underlying is equal to or less than its Barrier;
- (iii) if “Equal to or greater than” is specified as applicable in the relevant Final Terms, the Reference Value of any Underlying is equal to or greater than its Barrier; and
- (iv) if “Greater than” is specified as applicable in the relevant Final Terms, the Reference Value of any Underlying is greater than its Barrier.

“Barrier Breach Event (Observation Period Intra-Day)” means that, in the determination of the Calculation Agent, at any time (including, for the avoidance of doubt, during intra-day trading) on any Reference Business Day during the Barrier Observation Period:

- (i) if “Less than” is specified as applicable in the relevant Final Terms, the trading level of the Single Underlying or any Underlying in the Basket, as applicable, is less than the relevant Barrier;
- (ii) if “Equal to or less than” is specified as applicable in the relevant Final Terms, the trading level of the Single Underlying or any Underlying in the Basket, as applicable, is equal to or less than the relevant Barrier;
- (iii) if “Equal to or greater than” is specified as applicable in the relevant Final Terms, the trading level of the Single Underlying or any Underlying in the Basket, as applicable, is equal to or greater than the relevant Barrier; and
- (iv) if “Greater than” is specified as applicable in the relevant Final Terms, the trading level of the Single Underlying or any Underlying in the Basket, as applicable, is greater than the relevant Barrier.

“Barrier Breach Event (Reference Business Day Closing)” means that, in the determination of the Calculation Agent, on any Reference Business Day:

- (i) if “Less than” is specified as applicable in the relevant Final Terms, the Reference Value of the Single Underlying or any Underlying in the Basket, as applicable, is less than its Barrier;
- (ii) if “Equal to or less than” is specified as applicable in the relevant Final Terms, the Reference Value of the Single Underlying or any Underlying in the Basket, as applicable, is equal to or less than its Barrier;
- (iii) if “Equal to or greater than” is specified as applicable in the relevant Final Terms, the Reference Value of the Single Underlying or any Underlying in the Basket, as applicable, is equal to or greater than its Barrier; and
- (iv) if “Greater than” is specified as applicable in the relevant Final Terms, the Reference Value of the Single Underlying or any Underlying in the Basket, as applicable, is greater than its Barrier.

“Barrier Observation Period” means:

- (i) if “Inc/Inc” is specified as applicable in the relevant Final Terms, the period from, and including, the Barrier Observation Period Start Date to, and including, the Barrier Observation Period End Date;
- (ii) if “Inc/Exc” is specified as applicable in the relevant Final Terms, the period from, and including, the Barrier Observation Period Start Date to, but excluding, the Barrier Observation Period End Date;
- (iii) if “Exc/Inc” is specified as applicable in the relevant Final Terms, the period from, but excluding, the Barrier Observation Period Start Date to, and including, the Barrier Observation Period End Date; and
- (iv) if “Exc/Exc” is specified as applicable in the relevant Final Terms, the period from, but excluding, the Barrier Observation Period Start Date to, but excluding, the Barrier Observation Period End Date.

“Barrier Observation Period End Date” means, in respect of a Barrier Observation Period, the date specified in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“Barrier Observation Period Start Date” means, in respect of a Barrier Observation Period, the date specified in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“Base Prospectus” means this base prospectus.

“Basket” means a Basket of Commodity Indices, Basket of Commodities, Basket of Equities, Basket of Equity Indices, Basket of FX Rates or Basket of Reference Funds or (each as defined in the relevant Underlying Conditions), as the case may be.

“Basket Final” means the value of the Basket calculated by the Calculation Agent as follows:

$$\text{Basket Final} = \sum_{i=1}^n \text{Weighting}_i \times \text{Final Value}_i$$

where:

- (i) **“Final Value_i”** means the Reference Value of Underlying_i in the Basket calculated by the Calculation Agent on the Final Redemption Observation Date; and
- (ii) **“Weighting_i”** means the Weighting corresponding to Underlying_i as specified in the relevant Final Terms; and
- (iii) **“n”** is the number of Underlyings comprising the Basket.

“Basket Initial” means the value of the Basket specified as such in the relevant Final Terms.

“Basket Strike” means the value of the Basket as specified as such in the relevant Final Terms.

“Bearer Note” means a Note issued in bearer form.

“Broken Amount” means the amount specified as such in the relevant Final Terms.

“Bullion Business Day” has the meaning given to in the Commodity Conditions.

“Business Day” means:

- (i) a day which is both:
 - (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the Financial Centres specified in the relevant Final Terms; and
 - (B) any of (i) in relation to any sum payable in a Specified Currency other than euro or Renminbi, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre(s) of the country of the relevant Specified Currency (if other than any Financial Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Wellington, respectively) or (ii) in relation to any sum payable in euro, a TARGET Business Day or (iii) in relation to any sum payable in Renminbi, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets are open for business and settlement of payments in Renminbi in Hong Kong; or
- (ii) in respect of Range Accrual Notes, such other meaning specified in the relevant Final Terms.

“Business Day Convention” means any of Floating Rate Convention, Following Business Day Convention, Modified Following Business Day Convention or Preceding Business Day Convention, as the case may be.

“Calculation Agent” means Rabobank International or, if different, as specified in the relevant Final Terms.

“Calculation Amount” means an amount per Note specified as such in the relevant Final Terms.

“Call Option” means an early redemption in accordance with General Condition 7(c).

“Cap” means the amount specified as such in the relevant Final Terms.

“Cash Settlement Amount” means an amount per Calculation Amount calculated in accordance with General Condition 6(c).

“Certificate” means a certificate representing a Noteholder’s entire holding of Registered Notes of one Series.

“Clearing System Business Day” means Monday to Friday inclusive except 25 December and 1 January.

“Clearstream” means Clearstream Banking, *société anonyme*.

“CMS Linked Interest Rate” means a Rate of Interest calculated in accordance with General Condition 5(e).

“CMS Linked Note” means a Note in respect of which the amount of interest payable is calculated by reference to General Condition 5(e).

“CMS Rate”, “CMS Rate₁” and “CMS Rate₂” means:

- (i) in respect of a CMS Linked Note where the formula “CMS(1)”, “CMS(2)”, “CMS(3)”, “CMS(4)” or “CMS(5)” is specified in the relevant Final Terms, the relevant Reference Rate(s) or Floating Rate Option(s) as specified in the relevant Final Terms, which may, if so specified

in the relevant Final Terms, be calculated by reference to the mathematical difference between, or sum of, two Reference Rates or Floating Rate Options; and

- (ii) otherwise, the relevant Reference Rate(s) or Floating Rate Option(s) as specified in the relevant Final Terms, which may, if so specified in the relevant Final Terms, be calculated by reference to the mathematical difference between, or sum of, two Reference Rates or Floating Rate Options, or by applying one of the formulae specified in General Conditions 5(e)(i)(A) to (X) inclusive.

“Commodity” has the meaning given to in the Commodity Conditions.

“Commodity Business Day” has the meaning given to in the Commodity Conditions.

“Commodity Conditions” means the conditions set out in Annex I hereto.

“Commodity Index Linked Note” means a Note in respect of which the amount in respect of interest payable and/or redemption amount payable at maturity is calculated by reference to the Commodity Conditions, insofar as such Commodity Conditions apply in respect of a Commodity Index, as specified in the relevant Final Terms.

“Commodity Linked Note” means a Note in respect of which the amount in respect of interest payable and/or redemption amount payable and/or deliverable at maturity is calculated by reference to the Commodity Conditions, insofar as such Commodity Conditions apply in respect of a Commodity, as specified in the relevant Final Terms.

“Conditional Coupon Note” means a Note in respect of which the amount of interest payable is calculated by reference to General Condition 5(i).

“Contingent Coupon Note” means a Note in respect of which the interest is calculated in accordance with General Condition 5(i).

“Coupon Averaging Date” means, in respect of an Observation Date, each date specified in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“Coupon Cap” means the percentage specified as such in the relevant Final Terms.

“Coupon Floor” means the percentage specified as such in the relevant Final Terms.

“Coupon Observation Date” means, in respect of an Interest Period, each date specified as such in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“Coupon Observation Period” means:

- (i) if “Inc/Inc” is specified as applicable in the relevant Final Terms, the period from, and including, the Coupon Observation Period Start Date to, and including, the Coupon Observation Period End Date;
- (ii) if “Inc/Exc” is specified as applicable in the relevant Final Terms, the period from, and including, the Coupon Observation Period Start Date to, but excluding, the Coupon Observation Period End Date;
- (iii) if “Exc/Inc” is specified as applicable in the relevant Final Terms, the period from, but excluding, the Coupon Observation Period Start Date to, and including, the Coupon Observation Period End Date; and

- (iv) if “Exc/Exc” is specified as applicable in the relevant Final Terms, the period from, but excluding, the Coupon Observation Period Start Date to, but excluding, the Coupon Observation Period End Date.

“**Coupon Observation Period End Date**” means, in respect of an Interest Period, the date specified in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“**Coupon Observation Period Start Date**” means, in respect of an Interest Period, the date specified in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“**Coupon Observation Value**” means, in respect of an Underlying:

- (i) if “Reference Value” is specified as applicable in the relevant Final Terms, the Reference Value of such Underlying on the relevant Coupon Observation Date; and
- (ii) if “Averaging” is specified as applicable in the relevant Final Terms, the arithmetic mean of the Reference Values on each Averaging Date.

“**Coupon Trigger**” means, in respect of an Underlying, the amount equal to the percentage of the Initial Value specified in the relevant Final Terms.

“**Coupon Trigger₁**” means, in respect of an Underlying, the amount equal to the percentage of the Initial Value specified in the relevant Final Terms.

“**Coupon Trigger₂**” means, in respect of an Underlying, the amount equal to the percentage of the Initial Value specified in the relevant Final Terms.

“**Currency Pair**” has the meaning given to it in the FX Conditions.

“**Cut-Off Date**” means the date specified in the relevant Final Terms.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if “Actual/Actual (ISDA)” or “Actual/Actual” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “Actual/Actual – ICMA” is specified in the relevant Final Terms, (i) if the Interest Period is equal to or shorter than the Interest Determination Period during which it falls, the number of days in the Interest Period divided by the product of (A) the number of days in such Interest Determination Period and (B) the number of Interest Determination Periods normally ending in any year; and (ii) if the Interest Period is longer than one Interest Determination Period, the sum of: (A) the number of days in such Interest Period falling in the Interest Determination Period in which it begins divided by the product of (I) the number of days in such Interest Determination Period and (II) the number of Interest Determination Periods normally ending in any year; and (B) the number of days in such Interest Period falling in the next Interest Determination Period divided by the product of (I) the number of days in such Interest Determination Period and (II) the number of Interest Determination Periods normally ending in any year;
- (iii) if “Actual/365 (Fixed)” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 365;

- (iv) if “Actual/365 (Sterling)” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (v) if “Actual/360” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 360;
- (vi) if “30/360”, “360/360” or “Bond Basis” is specified in the relevant Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula based as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (vii) if “30E/360” or “Eurobond Basis” is specified in the relevant Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30;

- (viii) if “30E/360 (ISDA)” is specified in the relevant Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31 and in which case D₂ will be 30.

“**Definitive Certificate**” means any individual certificate issued in exchange for a Global Certificate.

“**Definitive Note**” means a definitive Note in bearer form.

“**Delivery Date**” means the Scheduled Delivery Date, subject to adjustment in accordance with General Condition 9(d).

“**Delivery Expenses**” means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Asset Amount.

“**Disrupted Day**” has the meaning given to in the relevant Underlying Conditions.

“**Disruption Cash Settlement Price**” means an amount equal to the market value of the relevant Note (but not taking into account any interest accrued on such Note as such interest shall be paid pursuant to General Condition 5) on such day as shall be selected by the Issuer in its sole and absolute discretion provided that such day is not more than 15 days before the date on which the Election Notice is given, adjusted to take account fully for any losses, expenses and costs to the Issuer and/or any Affiliate of unwinding or adjusting any underlying or related hedging arrangements (including but not limited to any options or selling or otherwise realising any Relevant Asset or other instruments of any type whatsoever which the Issuer and/or any of its Affiliates may hold as part of such hedging arrangements), all as calculated by the Calculation Agent in its sole and absolute discretion.

“**DTC**” means the Depository Trust Company and any successor thereto.

“**Early Redemption Amount**” means (i) in respect of a Zero Coupon Note, the amount calculated in accordance with General Condition 7(f)(i) and (ii) in respect of any other Note, an amount equal to the fair market value of each Note on the date of redemption as determined by the Calculation Agent in its sole and reasonable discretion, adjusted, if so specified in the relevant Final Terms, to account for Early Redemption Unwind Costs.

“Early Redemption Unwind Costs” means the amount specified in the relevant Final Terms or, if “Standard Early Redemption Unwind Costs” are specified in the relevant Final Terms, an amount determined by the Calculation Agent in its sole and absolute discretion equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Notes and the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be apportioned pro rata per Calculation Amount.

“Equity” has the meaning given to it in the Equity Conditions.

“Equity Conditions” means the conditions set out in Annex II hereto.

“Equity Index Conditions” means the conditions set out in Annex III hereto.

“Equity Index Linked Note” means a Note in respect of which the amount in respect of interest payable and/or redemption amount payable at maturity is determined by reference to the Equity Index Conditions, as specified in the relevant Final Terms.

“Equity Issuer” has the meaning given to it in the Equity Conditions.

“Equity Linked Note” means a Note in respect of which the amount in respect of interest payable and/or redemption amount payable and/or deliverable at maturity is determined by reference to the Equity Conditions, as specified in the relevant Final Terms.

“EUR” means the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the Functioning of the European Union.

“EURIBOR” means Euro-zone inter-bank offered rate.

“Euroclear” means Euroclear Bank S.A./N.V.

“Euronext Amsterdam” means Euronext Amsterdam N.V.’s NYSE Euronext in Amsterdam.

“Event of Default” has the meaning given to it in General Condition 12.

“Exchange Act” means U.S. Securities Exchange Act of 1934.

“Exchange Business Day” has the meaning given to it in the relevant Underlying Conditions.

“Exchange Event” means (i) an Event of Default has occurred and is continuing, or (ii) the Issuer has been notified that both Euroclear and Clearstream and/or, if applicable, Euroclear Netherlands and/or, if applicable, any other clearing system has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no Alternative Clearing System is available.

“Exchange Rate” means the currency exchange rate, expressed as one unit of one currency per the relevant amount of another currency, specified in the relevant Final Terms.

“Exempt Notes” mean notes which fall within an exemption from the requirement to publish a prospectus under Directive 2003/71/EC, as amended.

“Exercise Notice” has the meaning contained in General Condition 7(d).

“Factor” means the integer specified as such in the relevant Final Terms.

“Failure to Deliver Event” means that, on the Delivery Date, the Calculation Agent determines that it is impossible or impractical to deliver some or all of the Relevant Assets comprising the Asset Amount due to illiquidity in the market for the Relevant Asset or otherwise.

“Failure to Deliver Notice” has the meaning contained in General Condition 9(d)(iii).

“Failure to Deliver Settlement Price” means, in respect of each Calculation Amount, the fair market value of the Affected Relevant Assets on the fifth Business Day prior to the date on which the Failure to Deliver Notice is given as provided above, less the proportionate cost to the Issuer and/or its Affiliates of unwinding or adjusting any underlying or related hedging arrangements in respect of the Notes, all as calculated by the Calculation Agent in its sole and absolute discretion.

“Final Averaging Date” means, in respect of an Observation Date, the date specified in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“Final Redemption Amount” means an amount per Calculation Amount calculated in accordance with General Condition 6(b).

“Final Redemption Observation Date” means the date specified as such in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“Final Redemption Observation Period” means the period from and including the Final Redemption Observation Period Start Date to and including the Final Redemption Observation Period End Date.

“Final Redemption Observation Period End Date” means the date specified as such in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“Final Redemption Observation Period Start Date” means the date specified as such in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“Final Terms” means the final terms in respect of a Tranche.

“Final Value” means, in respect of an Underlying:

- (i) if “Reference Value” is specified as applicable in the relevant Final Terms, the Reference Value on the Final Redemption Observation Date;
- (ii) if “Averaging” is specified as applicable in the relevant Final Terms, the arithmetic mean of the Reference Value on the Final Averaging Dates; and
- (iii) if “Lookback” is specified as applicable in the relevant Final Terms, the lowest Reference Value observed on any Reference Business Day during the Lookback Period.

“Final Value_i” means, in respect of each Underlying in a Basket:

- (i) if “Reference Value” is specified as applicable in the relevant Final Terms, the Reference Value on the Final Redemption Observation Date;
- (ii) if “Averaging” is specified as applicable in the relevant Final Terms, the arithmetic mean of the Reference Values on the Final Averaging Dates; and
- (iii) if “Lookback” is specified as applicable in the relevant Final Terms, the lowest Reference Value observed on any Reference Business Day during the Lookback Period.

“Financial Centres” means the financial centres specified in the relevant Final Terms.

“First Cash Settlement Amount” means the Cash Settlement Amount specified in the relevant Final Terms.

“First Interest Period” means the Interest Period from and including the Interest Commencement Date and to, but excluding, the first Interest Payment Date.

“Fiscal Agent” means the Issuing and Paying Agent if the Global Notes are or will be deposited with Euroclear or Clearstream or the Euroclear Netherlands Fiscal Agent if the Global Notes are or will be solely deposited with Euroclear Netherlands.

“Fixed Coupon Amount” shall have the meaning specified in the relevant Final Terms.

“Fixed Interest Rate” means a Rate of Interest calculated in accordance with General Condition 5(a).

“Fixed Rate Note” means a Note in respect of which the amount of interest payable is calculated by reference to General Condition 5(a).

“Fixing Day” means each calendar day during the relevant Interest Period, or such other day or days as may be specified in the relevant Final Terms;

“Floating Interest Rate” means a Rate of Interest calculated in accordance with General Condition 5(b).

“Floating Rate Note” means a Note in respect of which the amount of interest payable is calculated by reference to General Condition 5(b)(iii).

“Floor” means the percentage specified as such in the relevant Final Terms.

“Fund Business Day” has the meaning given to it in the Fund Conditions.

“Fund Conditions” means the conditions set out in Annex IV hereto.

“Fund Linked Note” means a Note in respect of which the amount in respect of interest payable and/or redemption amount payable and/or deliverable at maturity is calculated by reference to the Fund Conditions, as specified in the relevant Final Terms.

“FX Business Day” has the meaning given to it in the FX Conditions.

“FX Conditions” means the conditions set out in Annex V hereto.

“FX Linked Note” means a Note in respect of which the amount in respect of interest payable and/or redemption amount payable at maturity is calculated by reference to the FX Conditions, as specified in the relevant Final Terms.

“Gearing Factor” means, in respect of an Interest Period, the factor specified in the relevant Final Terms.

“Gearing Factor₁” means the factor specified as such in the relevant Final Terms.

“Gearing Factor₂” means the factor specified as such in the relevant Final Terms.

“General Conditions” means the terms and conditions set out in this section entitled *“General Conditions of the Notes”*.

“Global Certificate” means either a Restricted Global Certificate or an Unrestricted Global Certificate.

“Global Note” means a global Note in bearer form.

“holder” means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered, as the case may be.

“Inflation Index Conditions” means the conditions set out in Annex VI hereto.

“Inflation Index Linked Note” means a Note in respect of which the amount in respect of interest payable and/or redemption amount payable at maturity is calculated by reference to the Inflation Index Conditions, as specified in the relevant Final Terms.

“Initial Averaging Date” means, in respect of an Observation Date, the date specified in the relevant Final Terms, subject to adjustment in accordance with the relevant Underlying Conditions.

“Initial Exchange Rate” means the exchange rate specified in the relevant Final Terms.

“Initial Interest Period” means, in respect of a Variable Rate Note:

- (i) where “Variation Notice” is specified to be not applicable or where the Issuer has elected to notify Noteholders of a variation in the Rate of Interest in accordance with General Condition 5(c)(i), the period from and including the Interest Commencement Date to and excluding the first Variation Date; and
- (ii) otherwise, the period from and including the Interest Commencement Date to and excluding the succeeding Variation Date or the Maturity Date, as the case may be.

“Initial Observation Date” means the date specified as such in the relevant Final Terms.

“Initial Rate of Interest” means, in respect of a Variable Rate Note, that the Rate of Interest for the Initial Interest Period which shall be calculated in accordance with Fixed Interest Rate, Floating Interest Rate, CMS Linked Interest Rate, Inverse Floating Interest Rate or Range Accrual Interest Rate specified to be applicable in the relevant Final Terms.

“Initial Value” means, in respect of an Underlying:

- (i) if “Reference Value” is specified as applicable in the relevant Final Terms, the Reference Value on the Initial Observation Date;
- (ii) if “Specified Value” is specified as applicable in the relevant Final Terms, the number specified in the relevant Final Terms;
- (iii) if “Averaging” is specified as applicable in the relevant Final Terms, the arithmetic mean of the Reference Value on each Initial Averaging Date; and
- (iv) if “Lookback” is specified as applicable in the relevant Final Terms, the lowest Reference Value observed on any Reference Business Day during the Lookback Period.

“Instalment Amount” means, with respect to an Instalment Date, the amount or percentage of the Calculation Amount specified in the relevant Final Terms.

“Instalment Date” means the date specified in the relevant Final Terms, each of which corresponds to an Instalment Amount.

“Instalment Note” means an Exempt Note in respect of which the Final Redemption Amount is payable in two or more instalments, calculated by reference to General Condition 6(a).

“Interest Accrual Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each

successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

“Interest Amount” means:

- (i) in respect of an Interest Period, the amount of interest payable per Calculation Amount for that Interest Period and which, in the case of Fixed Rate Notes shall mean the Fixed Coupon Amount and Broken Amount (if applicable) specified in the relevant Final Terms as being payable on the Interest Payment Date ending the Interest Period; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

“Interest Basis” means the method by which interest is calculated, as specified in the relevant Final Terms.

“Interest Commencement Date” means the Issue Date unless otherwise specified in the relevant Final Terms.

“Interest Determination Date” means the date specified in the relevant Final Terms or, if none is so specified, (i) the first day of the relevant Interest Period if the Specified Currency is Sterling, (ii) the day falling two Business Days for the relevant Specified Currency prior to the first day of the relevant Interest Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of the relevant Interest Period if the Specified Currency is euro.

“Interest Determination Period” means each period from (and including) an Interest Determination Date to (but excluding) the next Interest Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not an Interest Determination Date, the period commencing on the first Interest Determination Date prior to, and ending on the first Interest Determination Date falling after, such date).

“Interest Payment Date” means the date on which interest for the relevant period falls due as specified in the relevant Final Terms.

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date, unless otherwise specified in the relevant Final Terms.

“Interest Period End Date” means the last day of each Interest Period.

“Intervening Period” means such period of time as any person other than the relevant Noteholder shall continue to be registered as the legal owner of any securities or other obligations comprising the Asset Amount.

“Inverse Floating Interest Rate” means a Rate of Interest calculated in accordance with General Condition 5(d).

“Inverse Floating Rate Note” means a Note in respect of which the interest payable is calculated in accordance with General Condition 5(d).

“Inverse Rate” means the relevant Reference Rate or Floating Rate Option as specified in the relevant Final Terms, which may, if so specified in the relevant Final Terms, be calculated by reference to the

mathematical difference between, or sum of, two Reference Rates and/or Floating Rate Options, as the case may be

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended as at the Issue Date of the first tranche of Notes, unless otherwise specified in the relevant Final Terms.

“ISDA FX Definitions” means 1998 FX and Currency Option Definitions, published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee.

“Issue Price” means the issue price of the Notes as specified in the relevant Final Terms.

“Issuer” means Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Structured Products).

“LIBOR” means the London inter-bank offered rate.

“Lookback Period” means each Reference Business Day from (and including) the Lookback Period Start Date to (and including) the Lookback Period End Date.

“Lookback Period End Date” means the date specified as such in the relevant Final Terms.

“Lookback Period Start Date” means the date specified as such in the relevant Final Terms.

“Margin” means the percentage (which may be expressed positively or negatively) specified as such in the relevant Final Terms.

“Margin₁” means the percentage (which may be expressed positively or negatively) specified as such in the relevant Final Terms.

“Margin₂” means the percentage (which may be expressed positively or negatively) specified as such in the relevant Final Terms.

“Maturity Date” means the Scheduled Maturity Date, subject to adjustment in accordance with General Condition 8 and the Underlying Conditions (if applicable).

“Max” means, when followed by two or more amounts and/or calculations inside brackets and each separated by a semi-colon, the higher of such amounts and/or calculations.

“Maximum Rate of Interest” means the maximum rate of interest as specified in the relevant Final Terms.

“Member State” means a member state of the European Union.

“Min” means, when followed by two or more amounts and/or calculations inside brackets and each separated by a semi-colon, the lower of such amounts and/or calculations.

“Minimum Rate of Interest” means the minimum rate of interest as specified in the relevant Final Terms.

“New Zealand Dollars” means the lawful currency of New Zealand.

“Noteholder” means (i) the several persons who are for the time being holders of outstanding Notes being the bearers thereof save that, in respect of the Notes of any Series, for so long as the Notes or any part of them are represented by a Global Note held on behalf of Euroclear and Clearstream and/or DTC, as applicable, each person (other than Euroclear or Clearstream and/or DTC, as applicable) who

is for the time being shown in the records of Euroclear or of Clearstream and/or of DTC, as applicable, as the holder of a particular nominal amount of the Notes of the Series (in which regard any certificate or other document issued by Euroclear, Clearstream, or DTC, as applicable as to the nominal amount of the Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be deemed to be the holder of that nominal amount of Notes (and the holder of the relevant Global Note shall be deemed not to be the holder) for all purposes other than in respect of the payment of principal or interest on the Notes, for which purpose the holder of the relevant Global Note shall be treated by the Issuer and any Paying Agent as the holder of the Notes in accordance with and subject to the terms of the relevant Global Note or (ii) the person in whose name a Registered Note is registered, as the case may be.

“Observation Date” means a Scheduled Observation Date, subject to adjustment in accordance with the relevant Underlying Conditions.

“Observation Time” has the meaning given to it in the FX Conditions.

“Optional Redemption Amount” means the amount specified in the relevant Final Terms.

“Optional Redemption Date” means the date specified in the relevant Final Terms.

“Partly Paid Note” means an Exempt Note which is payable in one or more instalments, the terms and conditions of which are set out in the relevant Final Terms.

“Payment Day” has the meaning given to it in General Condition 8(f).

“Percentage Rate” means the rate expressed as a percentage specified in the relevant Final Terms.

“Percentage Rate₁” means the rate expressed as a percentage specified in the relevant Final Terms.

“Percentage Rate₂” means the rate expressed as a percentage specified in the relevant Final Terms.

“Power” means the number specified in the relevant Final Terms.

“PrevCpn” means:

- (i) in respect of the First Interest Period, the amount specified as such in the relevant Final Terms; and
- (ii) in respect of any subsequent Interest Period, the Rate of Interest in respect of the immediately preceding Interest Period.

“Previous Coupon” means the Rate of Interest calculated in respect of the immediately preceding Interest Period (if any), or such other Interest Period as may be specified in the relevant Final Terms. In respect of the Interest Period commencing on the Interest Commencement Date, the Previous Coupon shall have the meaning specified in the relevant Final Terms.

“Put Option” means an early redemption option in accordance with General Condition 7(d).

“QIB” means a “qualified institutional buyer” within the meaning of Rule 144A.

“Range Accrual Interest Rate” means a Rate of Interest calculated in accordance with General Condition 5(f).

“Range Accrual Note” means a Note in respect of which the amount of interest payable is calculated by reference to General Condition 5(f).

“**Ratchet Note**” means a Note in respect of which the amount of interest payable is calculated by reference to General Condition 5(g).

“**Rate**” means the rate specified as such in the relevant Final Terms.

“**Rate₁**” means the rate specified as such in the relevant Final Terms.

“**Rate₂**” means the rate specified as such in the relevant Final Terms.

“**Rate Cut-off Date**” means the date that is five Fixing Days prior to the relevant Specified Interest Payment Date (or such other number of Fixing Days as may be specified in the relevant Final Terms).

“**Rate of Interest**” means the rate of interest applicable from time to time in respect of a Note and that is either specified, or, in respect of Exempt Notes, calculated in accordance with the provisions, in the relevant Final Terms.

“**Record Date**” has the meaning given to it in General Condition 8(d)(ii).

“**Reference Banks**” means, in the case of a determination of LIBOR, LIBID, LIMEAN and GBP-ISDA-Swap Rate, the principal London office of four major banks in the London inter-bank market, in the case of a determination of EURIBOR, EONIA or EUR-ISDA-EURIBOR-Swap Rate, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in the case of a determination of STIBOR, the principal London office of four major banks in the Stockholm inter-bank market, in the case of JPY-ISDA-Swap Rate, the principal Tokyo office of four major banks in the Tokyo inter-bank market, in the case of USD-ISDA-Swap Rate, the principal New York City office of four major banks in the New York City inter-bank market, in the case of a Reference Rate other than LIBOR, LIBID, LIMEAN, GBP-ISDA-Swap Rate, EURIBOR, EONIA, STIBOR, EUR-ISDA-EURIBOR-Swap Rate, JPY-ISDA-Swap Rate or USD-ISDA-Swap Rate, the principal office of four major banks in such inter-bank market as may be specified in the relevant Final Terms, in each case, selected by the Calculation Agent or as specified in the relevant Final Terms.

“**Reference Business Day**” means (i) where the Notes are Commodity Linked Notes, a Commodity Business Day or Bullion Business Day, as the case may be, (ii) where the Notes are Commodity Index Linked Notes, Equity Index Linked Notes or Equity Linked Notes, an Exchange Business Day, (iii) where the Notes are Fund Linked Notes, a Fund Business Day (iv) where the Notes are FX Linked Notes, an FX Business Day and (v) in relation to Inflation Index Linked Notes, a Business Day.

“**Reference Month**” has the meaning given to it in the Inflation Index Conditions.

“**Reference Rate**” means LIBOR, LIBID, LIMEAN, GBP-ISDA-Swap Rate, EURIBOR, EONIA, STIBOR, EUR-ISDA-EURIBOR-Swap Rate, JPY-ISDA-Swap Rate or USD-ISDA-Swap Rate or, in the case of Exempt Notes only, such other rate specified as such in the relevant Final Terms.

“**Reference Value**” has the meaning given to it in the relevant Underlying Conditions.

“**Registered Note**” means a Note issued in registered form.

“**Regulation S**” means Regulation S under the Securities Act.

“**Relevant Assets**” means, in respect of an Asset Amount, the assets specified in the relevant Final Terms.

“**Relevant Date**” means in respect of any Note, Receipt or Coupon, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date on

which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Terms and Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

“Relevant FX Screen Page” means the display page so designated on the service specified in the relevant Final Terms (or such other page as may replace that page on that service (or replace such services) for the purposes of displaying an exchange rate comparable to such rate, as determined by the Calculation Agent).

“Relevant Screen Page” means the screen page, section, caption or column or other part of a particular information service specified in the relevant Final Terms (or any successor page, section, caption or column thereto).

“Relevant Time” means the time specified in the relevant Final Terms.

“Renminbi” means the lawful currency of the People’s Republic of China.

“Residual Cash Amount” means, in respect of an Asset Amount, a cash amount in the Specified Currency equivalent to such portion of the Asset Amount which is a fractional amount of a Relevant Asset, rounded to the fourth decimal place, multiplied by the Final Value and converted, if necessary, into the Specified Currency using the Exchange Rate.

“Restricted Global Certificate” means a permanent registered global certificate which will initially represent Registered Notes issued by the Issuer which are sold in the United States to QIBs within the meaning of Rule 144A under the Securities Act.

“Restricted Note” means a Registered Note issued by the Issuer and sold in the United States to “qualified institutional buyers” within the meaning of Rule 144A under the Securities Act.

“Rule 144A” means Rule 144A under the Securities Act.

“Scheduled Delivery Date” means the date specified as such in the relevant Final Terms or, if no such date is specified, the Maturity Date.

“Scheduled Maturity Date” means the date specified as such in the relevant Final Terms.

“Scheduled Observation Date” means a day which, but for being a Disrupted Day, would have been an Initial Observation Date, a Coupon Observation Date, any calendar day during a Coupon Observation Period, a Final Redemption Observation Date, any calendar day during a Final Redemption Observation Period, any calendar day during a Barrier Observation Period, or an Automatic Early Redemption Observation Date, as the case may be.

“Second Cash Settlement Amount” means the Cash Settlement Amount specified in the relevant Final Terms.

“Second Currency” means the currency specified in the relevant Final Terms.

“Securities Act” means the U.S. Securities Act of 1933.

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

“Settlement Basis” means method by which settlement of the Notes occurs, as specified in the relevant Final Terms.

“Settlement Disruption Event” means an event beyond the control of the Issuer (including but not limited to non-delivery of the Asset Amount by a counterparty to an agreement entered into by the Issuer and/or its Affiliates to hedge the Notes) as a result of which, in the sole and reasonable discretion of the Calculation Agent, delivery of the Asset Amount by or on behalf of the Issuer in accordance with General Condition 9 is not practicable.

“Single Underlying” means a Single Commodity, Single Commodity Index, Single Equity, Single Equity Index, Single Reference Fund or Single FX Rate or an Inflation Index (each as defined in the relevant Underlying Conditions), as the case may be.

“Specified Currency” means the currency of the Notes as specified in the relevant Final Terms.

“Specified Denomination” means the denomination of the Notes as specified in the relevant Final Terms.

“Specified Interest Payment Date” means each date specified as such in the relevant Final Terms.

“Specified Period” means the period specified in the relevant Final Terms.

“Specified Time” means the time specified in the relevant Final Terms.

“Sterling” means the lawful currency of the United Kingdom.

“Strike Rate” means, in respect of an FX Rate, the Spot Rate for the specified value in the relevant Final Terms.

“Strike Value” means, in respect of an Underlying (other than in respect of FX Linked Notes), the value specified in the relevant Final Terms.

“Sub-Unit” means in respect of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in respect of euro, means one cent.

“Subtrahend” means the amount specified in the relevant Final Terms.

“TARGET” means the Trans-European Automated Real-time Gross Settlement Express Transfer System (known as “TARGET2”), which was launched on 19 November 2007, or any successor thereto.

“TARGET Business Day” means a day on which TARGET is operating.

“Terms and Conditions” means these General Conditions, as completed, amended or supplemented by the applicable Underlying Conditions and completed by the relevant Final Terms.

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

“Tranche” means, in respect of a Series, those Notes of that Series issued on the same date at the same issue price and in respect of which the first payment of interest is identical.

“Treaty” means the Treaty establishing the European Community, as amended.

“Trigger” means the value specified as such in the relevant Final Terms.

“Underlying” means the Single Underlying or Basket specified to be applicable in the relevant Final Terms.

“Underlying Conditions” means the Commodity Conditions, Equity Conditions, Equity Index Conditions, Fund Conditions, FX Conditions or Inflation Index Conditions, as applicable.

“Underlying Performance” means, in respect of an Underlying:

- (i) the calculation of interest with respect to a Contingent Coupon Note, the Reference Value on the relevant Coupon Observation Date or Reference Business Day, as the case may be, divided by the Strike Value; and
- (ii) the calculation of a Final Redemption Amount, the Final Value divided by the Strike Value.

“Unrestricted Global Certificate” means a permanent registered certificate which will initially represent Registered Notes issued by the Issuer which are sold in an “Offshore Transaction” within the meaning of Regulation S.

“U.S. Dollars” means the lawful currency of the United States of America.

“Variable Rate Note” means a Note in respect of which the amount of interest payable is calculated by reference to General Condition 5(c).

“Variation Date” means each date specified in the relevant Final Terms.

“Varied Interest Period” means each period from and including a Variation Date to but excluding the succeeding Variation Date or the Maturity Date, as the case may be.

“Varied Rate of Interest” means, in respect of a Variable Rate Note, that the Rate of Interest for the relevant Varied Interest Period which shall be calculated in accordance with Fixed Interest Rate, Floating Interest Rate, CMS Linked Interest Rate, Inverse Floating Interest Rate, Range Accrual Interest Rate or Zero Coupon Interest Rate specified to be applicable in the relevant Final Terms.

“Worst Performer” means, in respect of a Basket, the Underlying with the lowest Underlying Performance in the determination of the Calculation Agent, provided that, if the Underlying Performance is the same in respect of two or more Underlyings, the Calculation Agent shall determine the Worst Performer in its sole and absolute discretion.

“Zero Coupon Interest Rate” means a Rate of Interest calculated in accordance with General Condition 5(k).

“Zero Coupon Note” means a Note in respect of which the amount of principal repayable is calculated in accordance with General Condition 5(k).

(b) **Interpretation**

References in these General Conditions to:

- (i) a “Note” means the Global Note, Global Certificate or the relevant Definitive Note or Definitive Certificate which have been issued in exchange for a Global Note or Global Certificate, as the case may be, and references to a Note shall include a Unit (as defined in General Condition 2);
and
- (ii) the “relevant Final Terms” are to the Final Terms (or relevant part thereof) attached to or endorsed on the Notes.

2 Form, Denomination and Title

The Notes are issued as Bearer Notes or as Registered Notes, in each case in the Specified Denomination(s), as specified in the relevant Final Terms.

Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and vice versa.

Notes may be issued in unitised form comprised of units (each, a “**Unit**”). The Calculation Amount and Specified Denomination of a Unit shall be the aggregate nominal amount of the Unit as specified in the relevant Final Terms.

Bearer Notes are represented either by Global Notes or by Definitive Notes.

Bearer Notes are serially numbered and, in the case of Definitive Notes, are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Notes that do not bear interest in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Terms and Conditions are not applicable. Any Note, the principal amount of which is redeemable in instalments, is issued with one or more Receipts attached.

Registered Notes will be issued in the form of one or more Certificates without interest coupons, which may be deposited on the issue date either with (a) a common depository on behalf of Euroclear and Clearstream or (b) a custodian for, and registered in the name of a nominee for, DTC.

Save as provided in General Condition 3(b), each Certificate shall represent the entire holding of Registered Notes by the same holder. Notes sold in the United States to qualified institutional buyers pursuant to Rule 144A under the Securities Act will initially be represented by a Restricted Global Certificate in registered form. Notes sold in an “Offshore Transaction” within the meaning of Regulation S will initially be represented by an Unrestricted Global Certificate in registered form.

Title to the Bearer Notes and the Receipts, Coupons and Talons appertaining thereto shall pass by delivery and title to the Registered Notes shall pass by registration in the register (the “**Register**”) which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement, unless applicable law provides otherwise or provides for additional formalities for transfer of title. In so far as applicable law requires notification to the debtor for a valid transfer of title to the Registered Notes, the registration of the transfer by the Registrar shall constitute evidence of this notification. Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined above) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream, each person (other than Euroclear or Clearstream) who is for the time being shown in the records of Euroclear or of Clearstream as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Agents as the holder of such nominal amount of such Notes for all purposes other than in respect of the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Global Note or the registered holder of the relevant Global Certificate shall be treated by the Issuer and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note.

For so long as DTC or its nominee is the registered owner or holder of a Global Certificate, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Certificate for all purposes under the Agency Agreement and the Notes except to the extent that in

accordance with DTC's published rules and procedures any ownership rights may be exercised by its participants or beneficial owners through participants.

Notes which are represented by a Global Note or Global Certificate, as the case may be, will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, as the case may be. References to DTC, Euroclear and/or Clearstream shall, whenever the context so permits, be deemed to include a reference to Alternative Clearing System and any additional or alternative clearing system as may otherwise be approved by the Issuer and the Fiscal Agent.

3 Transfers of Registered Notes

(a) *Transfer of Registered Notes*

Transfers of beneficial interests in Global Certificates will be effected by DTC, Euroclear or Clearstream, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Global Certificate will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Definitive Certificates or for a beneficial interest in another Global Certificate only in the Specified Denomination and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Global Certificate, registered in the name of a nominee for DTC, shall be limited to transfers of such Global Certificate, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee.

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or such other form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer and the Fiscal Agent), duly completed and executed, together with any other evidence as the Registrar or Transfer Agent may reasonably require. In so far as applicable law requires notification to the debtor for a valid transfer of title to the Registered Notes, the registration of the transfer by the Registrar shall constitute evidence of this notification. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor.

(b) *Exercise of Options or Partial Redemption in Respect of Registered Notes*

In the case of an exercise of an Issuer's or Noteholder's option, or a partial redemption of, in respect of a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(c) ***Delivery of New Certificates***

Each new Certificate to be issued pursuant to General Condition 3(a) or 3(b) shall be available for delivery within three business days of receipt of the request for exchange, form of transfer or Exercise Notice or surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or the Registrar, as the case may be, to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent (as defined in the Agency Agreement) the costs of such other method of delivery and/or such insurance as it may specify. In this General Condition 3(c), “**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar, as the case may be.

(d) ***Exchange Free of Charge***

Exchange and transfer of Notes and Certificates on registration, transfer, partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(e) ***Closed Periods***

No Noteholder may require the transfer of a Registered Note to be registered (a) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (b) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to General Condition 7(c), or (c) after any such Note has been called for redemption.

(f) ***Transfers of Interests in Restricted Notes***

Transfers of Restricted Notes or beneficial interests therein may be made:

- (i) to a transferee who takes delivery of such interest through a Restricted Note where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or
- (ii) otherwise pursuant to an exemption from, or transaction not subject to, the registration requirements of the Securities Act, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

Upon the transfer, exchange or replacement of Restricted Notes, or upon specific request for removal of the legend, the Registrar shall deliver only Restricted Notes or refuse to remove the legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

4 Status of the Notes

The Notes and the Receipts and Coupons relating to them constitute unsubordinated and unsecured obligations of the Issuer (“**Senior Notes**”) and such Notes or, as the case may be, Receipts and Coupons shall at all times rank *pari passu* and without any preference among themselves and (subject as aforesaid and to certain statutory exceptions) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer from time to time outstanding.

5 Interest and Other Calculations

(a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date at the rate equal to the Rate of Interest. The Rate of Interest applicable to an Interest Period may be greater or less than the Rate of Interest applicable to the preceding Interest Period as may be specified in the relevant Final Terms. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) Maturity Date.

The amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount or, if so specified in the relevant Final Terms, the Broken Amount.

If interest is required to be calculated for a period other than an Interest Period, such interest shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying such sum by the applicable Day Count Fraction, and rounding the resulting figure to the nearest Sub-Unit of the relevant Specified Currency, half of any such Sub-Unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product (determined in the manner provided above) of the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

(b) *Interest on Floating Rate Notes, Inverse Floating Rate Notes, Variable Rate Notes, Range Accrual Notes, CMS Linked Notes and Ratchet Notes*

(i) *Interest Payment Dates*

Each Floating Rate Note, Inverse Floating Rate Note, Variable Rate Note, Range Accrual Note and CMS Linked Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date. Such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) specified in the relevant Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the relevant Final Terms, each date (each of which shall, for the purposes of Notes other than Fixed Rate Notes or Conditional Coupon Notes, be an “**Interest Payment Date**”) which falls the number of months or other period specified as the Specified Period in the relevant Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) **Business Day Convention**

If a Business Day Convention is specified in the relevant Final Terms and (I) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (II) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention is:

- (A) in any case where Specified Periods are specified in accordance with General Condition 5(b)(i)(B), specified as the “**Floating Rate Convention**”, such Interest Payment Date (1) in the case of (I) above, shall be the last day that is a Business Day in the relevant month and the provisions of (Y) below shall apply *mutatis mutandis* or (2) in the case of (II) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (X) such Interest Payment Date shall be the first preceding day that is a Business Day and (Y) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the end of the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) specified as the “**Following Business Day Convention**”, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) specified as the “**Modified Following Business Day Convention**”, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be the first preceding day that is a Business Day; or
- (D) specified as the “**Preceding Business Day Convention**”, such Interest Payment Date shall be the first preceding day that is a Business Day.

(iii) **Rate of Interest for Floating Rate Notes**

The Rate of Interest applicable from time to time in respect of Floating Rate Notes for each Interest Period is determined in accordance with the provisions set out below.

(A) **ISDA Determination for Floating Rate Notes**

Where “ISDA Determination” is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus the Margin (if any). The Margin (if any) applicable to an Interest Period may be greater or less than the Margin applicable to the preceding Interest Period, as may be specified in the relevant Final Terms. For the purposes of this General Condition 5(b)(iii)(A), “**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (I) the Floating Rate Option is as specified in the relevant Final Terms;
- (II) the Designated Maturity is a period specified in the relevant Final Terms; and
- (III) the relevant Reset Date is the first day of that Interest Period unless otherwise specified in the relevant Final Terms.

For the purposes of this General Condition 5(b)(iii)(A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

- (I) Where “Screen Rate Determination” is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:
 - (A) the offered quotation; or
 - (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations (expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page specified as applicable as at 11:00 a.m. (London time) in the case of LIBOR, LIBID, LIMEAN, or GBP-ISDA-Swap Rate 11:00 a.m. (Brussels time) in the case of EURIBOR, EONIA or EUR-ISDA-EURIBOR-Swap Rate, 11.00 a.m. (Stockholm time) in the case of STIBOR, 3.00 p.m. (Tokyo time) in the case of JPY-ISDA-Swap Rate or 11.00 a.m. (New York City time) in the case of USD-ISDA-Swap Rate, on the Interest Determination Date in question plus or minus (as specified in the relevant Final Terms) the Margin (if any), all as determined by the Fiscal Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Fiscal Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.
- (II) If the Relevant Screen Page is not available or, if General Condition 5(b)(iii)(B)(I)(A) applies and no such offered quotation appears on the Relevant Screen Page, or, if General Condition 5(b)(iii)(B)(I)(B) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below and in General Condition 5(b)(iii)(B)(V), the Calculation Agent shall request, if the Reference Rate is (i) LIBOR, LIBID, LIMEAN or GBP-ISDA-Swap Rate, the principal London office of each of the Reference Banks, (ii) EURIBOR, EONIA or EUR-ISDA-EURIBOR-Swap Rate, the principal Euro-zone office of each of the Reference Banks, (iii) STIBOR, the principal Stockholm office of each of the Reference Banks, (iv) JPY-ISDA-Swap Rate, the principal Tokyo office of each of the Reference Banks, or (v) USD-ISDA-Swap Rate, the principal New York City office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is (i) LIBOR, LIBID, LIMEAN or GBP-ISDA-Swap Rate, at approximately 11.00 a.m. (London time), (ii) EURIBOR, EONIA or EUR-ISDA-EURIBOR-Swap Rate, at approximately 11.00 a.m. (Brussels time), (iii) STIBOR, at approximately 11.00 a.m. (Stockholm time), (iv) JPY-ISDA-Swap Rate, at approximately 3.00 p.m. (Tokyo time), or (v) USD-ISDA-Swap Rate, at approximately 11.00 a.m. (New York City time) on the Interest

Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent.

- (III) If General Condition 5(b)(iii)(B)(II) applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is (i) LIBOR, LIBID, LIMEAN or GBP-ISDA-Swap Rate, at approximately 11.00 a.m. (London time), (ii) EURIBOR, EONIA or EUR-ISDA-EURIBOR-Swap Rate, at approximately 11.00 a.m. (Brussels time), (iii) STIBOR, at approximately 11.00 a.m. (Stockholm time), (iv) JPY-ISDA-Swap Rate, at approximately 3.00 p.m. (Tokyo time), or (v) USD-ISDA-Swap Rate, at approximately 11.00 a.m. (New York City time), on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is (i) LIBOR, LIBID, LIMEAN or GBP-ISDA-Swap Rate, the London interbank market, (ii) EURIBOR, EONIA, EONIA or EUR-ISDA-EURIBOR-Swap Rate, the Euro-zone inter-bank market, (iii) STIBOR, the Stockholm inter-bank market, (iv) JPY-ISDA-Swap Rate, the Tokyo inter-bank market, or (v) USD-ISDA-Swap Rate, the New York City inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is (i) LIBOR, LIBID, LIMEAN or GBP-ISDA-Swap Rate, at approximately 11.00 a.m. (London time), (ii) EURIBOR, EONIA or EUR-ISDA-EURIBOR-Swap Rate, at approximately 11.00 a.m. (Brussels time), (iii) STIBOR, at approximately 11.00 a.m. (Stockholm time), (iv) JPY-ISDA-Swap Rate, at approximately 3.00 p.m. (Tokyo time), or (v) USD-ISDA-Swap Rate, at approximately 11.00 a.m. (New York City time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is (i) LIBOR, LIBID, LIMEAN or GBP-ISDA-Swap Rate, the London inter-bank market, (ii) EURIBOR, EONIA or EUR-ISDA-EURIBOR-Swap Rate, the Euro-zone inter-bank market, (iii) STIBOR, the Stockholm inter-bank market, (iv) JPY-ISDA-Swap Rate, the Tokyo inter-bank market, or (v) USD-ISDA-Swap Rate, the New York City inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest

relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period).

- (IV) If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the relevant Final Terms as being other than LIBOR, LIBID, LIMEAN, GBP-ISDA-Swap Rate, EURIBOR, EONIA, STIBOR, EUR-ISDA-EURIBOR-Swap Rate, JPY-ISDA-Swap Rate or USD-ISDA-Swap Rate, the relevant Final Terms may specify that the Rate of Interest in respect of such Notes will be determined either:
 - (A) in accordance with the foregoing procedures in General Conditions 5(b)(iii)(B), 5(b)(iii)(B)(II) and 5(b)(iii)(B)(III), save that references to the relevant Reference Rate, the time at which such Reference Rate shall be observed on the Relevant Screen Page and the location of the Reference Banks shall be amended as may be specified in the relevant Final Terms; or
 - (B) in the case of Exempt Notes only, in accordance with such other procedures as may be specified in the relevant Final Terms.
- (V) If so specified in the relevant Final Terms, the fallback provisions set out in General Conditions 5(b)(iii)(B)(V)(A) and 5(b)(iii)(B)(V)(B) shall be applicable (as specified in the relevant Final Terms) (or, in respect of Exempt Notes only, such other fallback provisions as may be specified in the relevant Final Terms shall apply) and, in each case, the provisions of General Conditions 5(b)(iii)(B) and 5(b)(iii)(B)(III) shall not apply:
 - (A) If the Relevant Screen Page is not available or, if General Condition 5(b)(iii)(B)(I)(A) applies and no such offered quotation appears on the Relevant Screen Page, or, if General Condition 5(b)(iii)(B)(I)(B) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, the Calculation Agent shall determine the relevant Reference Rate for that date in its sole discretion, taking into consideration all available information that it in good faith deems appropriate; or
 - (B) If the Relevant Screen Page is not available or, if General Condition 5(b)(iii)(B)(I)(A) applies and no such offered quotation appears on the Relevant Screen Page, or, if General Condition 5(b)(iii)(B)(I)(B) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, the Calculation Agent will request the principal office of five major banks who will provide quotations for such rate using such rate as may be specified in the relevant Final Terms or selected by the Calculation Agent. If five quotations are provided, the rate will be calculated by eliminating the highest (or, in the event of equality, one of the highest) and lowest (or, in the event of equality, one of the lowest) quotations and taking the arithmetic mean of the remaining quotations. If at least three, but fewer than five, quotations are provided, the rate will be the arithmetic mean of the quotations obtained. If fewer than three quotations are provided as

requested, the rate will be determined by the Calculation Agent in good faith and in a commercially reasonable manner.

- (VI) Where “Linear Interpolation” is specified in the relevant Final Terms to be applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where “Screen Rate Determination” is specified to be applicable in the relevant Final Terms) or the relevant Floating Rate Option (where “ISDA Determination” is specified to be applicable in the relevant Final Terms), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available the next longer than the length of the relevant Interest Accrual Period, provided however, that if there is no such rate available for a period of time shorter or, as the case may be, longer than the relevant Interest Accrual Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate,

where “**Applicable Maturity**” means: (a) in relation to “Screen Rate Determination”, the period of time designated in the Reference Rate, and (b) in relation to “ISDA Determination”, the Designated Maturity.

- (VII) The Rate of Interest in respect of Floating Rate Notes may also be determined by application of one or more of the formulae specified in General Condition 5(d)(i), where the Gearing Factor (as defined therein) is a negative number.

(iv) ***Minimum Rate of Interest and/or Maximum Rate of Interest***

If the relevant Final Terms specify a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of General Condition 5(b)(iii) is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the relevant Final Terms specify a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of General Condition 5(b)(iii) is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(c) ***Interest on Variable Rate Notes***

In respect of Variable Rate Notes, the Rate of Interest shall be determined in accordance with the Initial Rate of Interest specified in the relevant Final Terms. The relevant Final Terms may specify one or more Variation Dates upon which the Rate of Interest may instead be calculated in accordance with the Varied Rate(s) of Interest specified in the relevant Final Terms.

- (i) If “Variation Notice” is specified as applicable in the relevant Final Terms, the relevant Varied Rate of Interest will only apply from the relevant Variation Date at the option of the Issuer, having given not less than five Business Days’ notice to Noteholders (or such other notice period as may be specified in the relevant Final Terms) of such variation.

- (ii) If “Variation Notice” is specified as not applicable in the relevant Final Terms, the Varied Rate(s) of Interest will automatically apply on the Variation Date(s) specified in the relevant Final Terms.

(d) **Interest on Inverse Floating Rate Notes**

- (i) The Rate of Interest in respect of Inverse Floating Rate Notes for each Interest Period shall be determined as set out below, or, in the case of Exempt Notes only, in the manner specified in the relevant Final Terms:

(A) If “INV(1)” is specified as applicable in the relevant Final Terms, by subtracting from the Margin, the relevant Reference Rate or Floating Rate Option (as the case may be);

(B) By applying one of the following formulae, as specified in the relevant Final Terms:

(I) if “INV(2)” is specified as applicable in the relevant Final Terms:

$$\text{Margin} - (\text{Gearing Factor} \times \text{Inverse Rate});$$

(II) if “INV(3)” is specified as applicable in the relevant Final Terms:

$$\text{Previous Coupon} - (\text{Gearing Factor} \times \text{Inverse Rate});$$

(III) if “INV(4)” is specified as applicable in the relevant Final Terms:

$$\text{Previous Coupon} - (\text{Gearing Factor} \times (\text{Inverse Rate} + \text{Margin}));$$

(IV) if “INV(5)” is specified as applicable in the relevant Final Terms:

$$\text{Previous Coupon} + \text{Margin} - (\text{Gearing Factor} \times \text{Inverse Rate});$$

(V) if “INV(6)” is specified as applicable in the relevant Final Terms:

$$\text{Max}[\text{Previous Coupon} + \text{Margin}_1; \text{Margin}_2 - (\text{Gearing Factor} \times \text{Inverse Rate})];$$

(VI) if “INV(7)” is specified as applicable in the relevant Final Terms:

$$\text{Min}[\text{Previous Coupon} + \text{Margin}_1; \text{Margin}_2 - (\text{Gearing Factor} \times \text{Inverse Rate})]; \text{ and}$$

(VII) if “INV(8)” is specified as applicable in the relevant Final Terms:

$$\text{Min}\{\text{Previous Coupon} + \text{Margin}_1; \text{Max}[\text{Previous Coupon} + \text{Margin}_2; \text{Margin}_3 - (\text{Gearing Factor} \times \text{Inverse Rate})]\},$$

where:

“Margin”, “Margin₁”, “Margin₂” and “Margin₃” have the meaning specified in the relevant Final Terms, and may, if so specified in the relevant Final Terms, be (x) an absolute value, (y) calculated based upon one or more Reference Rates and/or Floating Rate Options (as the case may be) or (z) a combination of (x) and (y); and

- (ii) Where “Screen Rate Determination” and/or “ISDA Determination” is/are specified to be applicable in the relevant Final Terms, the relevant provisions of General Condition 5(b)(iii) shall apply as though references to Floating Rate Notes were references to Inverse Floating Rate Notes.

(e) **Interest on CMS Linked Notes**

- (i) The Rate of Interest in respect of CMS Linked Notes for each Interest Period shall be determined by applying one of the following formulae, as specified in the relevant Final Terms, or, in the case of Exempt Notes only, in the manner specified in the relevant Final Terms:

- (A) if “CMS(1)” is specified as applicable in the relevant Final Terms:

CMS Rate;

- (B) if “CMS(2)” is specified as applicable in the relevant Final Terms:

CMS Rate + Margin;

- (C) if “CMS(3)” is specified as applicable in the relevant Final Terms:

Gearing Factor × CMS Rate + Margin;

- (D) if “CMS(4)” is specified as applicable in the relevant Final Terms:

Gearing Factor × CMS Rate;

- (E) if “CMS(5)” is specified as applicable in the relevant Final Terms:

Gearing Factor × (CMS Rate + Margin);

- (F) if “CMS(6)” is specified as applicable in the relevant Final Terms:

Max[Gearing Factor₁ x CMS Rate + Margin₁; Gearing Factor₂ x Applicable Rate + Margin₂];

- (G) if “CMS(7)” is specified as applicable in the relevant Final Terms:

Min[Gearing Factor₁ x CMS Rate + Margin₁; Gearing Factor₂ x Applicable Rate + Margin₂];

- (H) if “CMS(8)” is specified as applicable in the relevant Final Terms:

Max[Gearing Factor₁ x CMS Rate₁ + Margin₁; Gearing Factor₂ x CMS Rate₂ + Margin₂];

- (I) if “CMS(9)” is specified as applicable in the relevant Final Terms:

Min[Gearing Factor₁ x CMS Rate₁ + Margin₁; Gearing Factor₂ x CMS Rate₂ + Margin₂];

- (J) if “CMS(10)” is specified as applicable in the relevant Final Terms:

CMS Rate₁ – CMS Rate₂;

- (K) if “CMS(11)” is specified as applicable in the relevant Final Terms:

Gearing Factor x (CMS Rate₁ – CMS Rate₂ + Margin);

- (L) if “CMS(12)” is specified as applicable in the relevant Final Terms:

Gearing Factor x (CMS Rate₁ – CMS Rate₂) + Margin;

- (M) if “CMS(13)” is specified as applicable in the relevant Final Terms:

**Max[Gearing Factor₁ x CMS Rate₁ + Margin₁; Minimum Rate of Interest₁] -
Max[Gearing Factor₂ x CMS Rate₂ + Margin₂; Minimum Rate of Interest₂];**

(N) if “CMS(14)” is specified as applicable in the relevant Final Terms:

**Min[Gearing Factor₁ x CMS Rate₁ + Margin₁; Maximum Rate of Interest₁] -
Min[Gearing Factor₂ x CMS Rate₂ + Margin₂; Maximum Rate of Interest₂];**

(O) if “CMS(15)” is specified as applicable in the relevant Final Terms:

**Max[Gearing Factor₁ x CMS Rate₁ + Margin₁; Gearing Factor₂ x (CMS Rate₂ –
CMS Rate₃ + Margin₂)];**

(P) if “CMS(16)” is specified as applicable in the relevant Final Terms:

**Min[Gearing Factor₁ x CMS Rate₁ + Margin₁; Gearing Factor₂ x (CMS Rate₂ –
CMS Rate₃ + Margin₂)];**

(Q) if “CMS(17)” is specified as applicable in the relevant Final Terms:

**Max[Gearing Factor₁ x Applicable Rate + Margin₁; Gearing Factor₂ x (CMS Rate₁
– CMS Rate₂ + Margin₂)];**

(R) if “CMS(18)” is specified as applicable in the relevant Final Terms:

**Min[Gearing Factor₁ x Applicable Rate + Margin₁; Gearing Factor₂ x (CMS Rate₁
– CMS Rate₂ + Margin₂)];**

(S) if “CMS(19)” is specified as applicable in the relevant Final Terms:

Gearing Factor₁ x ((1+ Gearing Factor₂ x (CMS Rate + Margin)) ^ Power – 1);

(T) if “CMSRA(1)” is specified as applicable in the relevant Final Terms:

Applicable Rate x (n/N);

(U) if “CMSRA (2)” is specified as applicable in the relevant Final Terms:

(Applicable Rate + Margin) x (n/N);

(V) if “CMSRA (3)” is specified as applicable in the relevant Final Terms:

(Gearing Factor x Applicable Rate + Margin) x (n/N);

(W) if “CMSRA (4)” is specified as applicable in the relevant Final Terms:

**Min[Gearing Factor x Applicable Rate + Margin; Maximum Rate of Interest] x
(n/N); and**

(X) if “CMSRA (5)” is specified as applicable in the relevant Final Terms:

**Max[Gearing Factor x Applicable Rate + Margin; Minimum Rate of Interest] x
(n/N),**

where:

“Margin”, “Margin₁”, “Margin₂” and “Margin₃” have the meanings specified in the relevant Final Terms, and may, if so specified in the relevant Final Terms, be (x) an absolute value, (y) calculated based upon one or more Reference Rates and/or Floating Rate Options (as the case may be) or (z) a combination of (x) and (y);

“N” means the total number of Fixing Days in the relevant Interest Period; and

“n” means the number of Fixing Days where the Accrual Rate (as specified in the relevant Final Terms) falls inside or outside the Accrual Range (as specified in the relevant Final Terms), provided that:

- (A) for any Fixing Day which is not a Business Day and which falls during the relevant Interest Period, the Accrual Rate for such day will be deemed to be the Accrual Rate as at the immediately preceding Business Day; and
 - (B) for each Fixing Day following the Rate Cut-off Date, the Accrual Rate will be deemed to be the Accrual Rate as at the Rate Cut-off Date.
- (ii) If so specified in the relevant Final Terms, the Rate of Interest which is applicable in respect of one or more Interest Periods may be conditional upon a specified CMS Rate being equal to or greater than a pre-determined rate (the “**Minimum CMS Rate of Interest**”) on the relevant Interest Determination Date. Any such rate shall be specified in the relevant Final Terms.
- (iii) Where “Screen Rate Determination” and/or “ISDA Determination” is/are specified to be applicable in the relevant Final Terms, the relevant provisions of General Condition 5(b)(iii) shall apply as though references to Floating Rate Notes were references to CMS Linked Notes.

(f) **Interest on Range Accrual Notes**

- (i) The Rate of Interest in respect of Range Accrual Notes for each Interest Period shall be determined by applying one of the following formulae, as specified in the relevant Final Terms, or in the case of Exempt Notes only, in the manner specified in the relevant Final Terms:

- (A) if “RAN(1)” is specified as applicable in the relevant Final Terms:

$$\text{Applicable Rate} \times (n/N);$$

- (B) if “RAN(2)” is specified as applicable in the relevant Final Terms:

$$(\text{Applicable Rate} + \text{Margin}) \times (n/N);$$

- (C) if “RAN(3)” is specified as applicable in the relevant Final Terms:

$$(\text{Gearing Factor} \times \text{Applicable Rate} + \text{Margin}) \times (n/N);$$

- (D) if “RAN(4)” is specified as applicable in the relevant Final Terms:

$$\text{Min}[\text{Gearing Factor} \times \text{Applicable Rate} + \text{Margin}; \text{Maximum Rate of Interest}] \times (n/N); \text{ and}$$

- (E) if “RAN(5)” is specified as applicable in the relevant Final Terms:

$$\text{Max}[\text{Gearing Factor} \times \text{Applicable Rate} + \text{Margin}; \text{Minimum Rate of Interest}] \times (n/N),$$

where:

“Margin”, “Minimum Rate of Interest” and “Maximum Rate of Interest” have the meaning specified in the relevant Final Terms, and may, if so specified in the relevant Final Terms, be (x) an absolute value, (y) calculated based upon one or more Reference Rates and/or Floating Rate Options (as the case may be) or (z) a combination of (x) and (y);

“N” means the total number of Fixing Days in the relevant Interest Period; and

“**n**” means the number of Fixing Days where the Accrual Rate (as specified in the relevant Final Terms) falls inside or outside the Accrual Range (as specified in the relevant Final Terms), provided that:

- (A) for any Fixing Day which is not a Business Day and which falls during the relevant Interest Period, the Accrual Rate for such day will be deemed to be the Accrual Rate as at immediately preceding Business Day; and
 - (B) for each Fixing Day following the Rate Cut-off Date, the Accrual Rate will be deemed to be the Accrual Rate as at the Rate Cut-off Date.
- (ii) Where “Screen Rate Determination” and/or “ISDA Determination” is/are specified to be applicable in the relevant Final Terms, the relevant provisions of General Condition 5(b)(iii) shall apply as though references to Floating Rate Notes were references to Range Accrual Notes.

(g) ***Interest on Ratchet Notes***

The Rate of Interest in respect of Ratchet Notes for each Interest Period shall be determined as follows or, in the case of Exempt Notes only, in the manner specified in the relevant Final Terms:

$$\text{Max}[\text{Min}\{\text{Gearing Factor}_1 \times (\text{Floating Interest Rate} + \text{Margin}), \text{Gearing Factor}_2 \times (\text{PrevCpn} + \text{Margin}_1)\}, \text{Gearing Factor}_2 \times (\text{PrevCpn} + \text{Margin}_2)]$$

(h) ***Calculation of Interest Amounts for Notes other than Fixed Rate Notes or Contingent Coupon Notes***

In respect of Floating Rate Notes, Inverse Floating Rate Notes, Variable Rate Notes, Range Accrual Notes, CMS Linked Notes and Ratchet Notes, the Fiscal Agent will calculate the amount of interest payable per Calculation Amount for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest Sub-Unit of the relevant Specified Currency, half of any such Sub-Unit being rounded upwards or otherwise in accordance with applicable market convention, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Period shall equal the Interest Amount (or be calculated in accordance with such formula).

(i) ***Interest on Contingent Coupon Notes***

Each Contingent Coupon Note bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date. The Interest Amount payable in respect of an Interest Period will be an amount in the Specified Currency determined by the Calculation Agent on the relevant Coupon Observation Date or, where a Coupon Observation Period is specified to apply, the relevant Coupon Observation Period End Date, as the case may be, in accordance with the provisions set out below. The Interest Amount shall be payable in arrear on the Specified Interest Payment Date in respect of the relevant Coupon Observation Date or Coupon Observation Period End Date, as the case may be, as specified in the relevant Final Terms.

(i) ***Conditional Coupon with No Memory – Single Underlying***

If “Conditional Coupon with No Memory – Single Underlying” is specified as applicable in the relevant Final Terms, then:

- (A) if, on the relevant Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, equal to or greater than the Coupon Trigger, the Interest Amount shall be calculated as follows:

$$\text{Calculation Amount} \times \text{Rate}; \text{ and}$$

- (B) if, on the relevant Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, less than the Coupon Trigger, the Interest Amount shall be zero.

(ii) ***Conditional Coupon with No Memory – Worst Performer***

If “Conditional Coupon with No Memory – Worst Performer” is specified as applicable in the relevant Final Terms, then:

- (A) if, on the relevant Coupon Observation Date, the Reference Value of each Underlying is, in the determination of the Calculation Agent, equal to or greater than its Coupon Trigger, the Interest Amount shall be calculated as follows:

$$\text{Calculation Amount} \times \text{Rate}; \text{ and}$$

- (B) if, on the relevant Coupon Observation Date, the Reference Value of any Underlying is, in the determination of the Calculation Agent, less than its Coupon Trigger, the Interest Amount shall be zero.

(iii) ***Conditional Coupon with Memory – Single Underlying***

If “Conditional Coupon with Memory – Single Underlying” is specified as applicable in the relevant Final Terms, then:

- (A) if, on the relevant Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, equal to or greater than the Coupon Trigger, the Interest Amount shall be calculated as follows:

$$(\text{Calculation Amount} \times \text{Rate} \times \text{N}) - \text{NCP}; \text{ and}$$

- (B) if, on the relevant Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, less than the Coupon Trigger, the Interest Amount shall be zero,

where:

“N” means, in respect of a Coupon Observation Date, the number of Coupon Observation Dates that have occurred in the period from the Issue Date to (and including) such Coupon Observation Date; and

“NCP” means, in respect of a Coupon Observation Date, the sum of all Interest Amounts paid prior to such Coupon Observation Date.

(iv) ***Conditional Coupon with Memory – Worst Performer***

If “Conditional Coupon with Memory – Worst Performer” is specified as applicable in the relevant Final Terms, then:

- (A) if, on the relevant Coupon Observation Date, the Reference Value of each Underlying in the Basket is, in the determination of the Calculation Agent, equal to or greater than its Coupon Trigger, the Interest Amount shall be calculated as follows:

(Calculation Amount × Rate × N) - NCP; and

- (B) if, on the relevant Coupon Observation Date, the Reference Value of any Underlying is, in the determination of the Calculation Agent, less than its Coupon Trigger, the Interest Amount shall be zero,

where:

“N” means, in respect of a Coupon Observation Date, the number of Coupon Observation Dates that have occurred in the period from the Issue Date to (and including) such Coupon Observation Date; and

“NCP” means, in respect of a Coupon Observation Date, the sum of all Interest Amounts paid prior to such Coupon Observation Date.

(v) ***Range Accrual – Single Underlying***

If “Range Accrual – Single Underlying” is specified as applicable in the relevant Final Terms, the Interest Amount shall be calculated as follows:

Calculation Amount × Rate × (n/N),

where:

“n” means, in respect of a Coupon Observation Period, the number of Reference Business Days during such Coupon Observation Period on which the Reference Value is, in the determination of the Calculation Agent, equal to or greater than the Coupon Trigger; and

“N” means, in respect of a Coupon Observation Period, the total number of Reference Business Days during such Coupon Observation Period.

(vi) ***Range Accrual – Worst Performer***

If “Range Accrual – Worst Performer” is specified as applicable in the relevant Final Terms, the Interest Amount shall be calculated as follows:

Calculation Amount × Rate × (n/N),

where:

“n” means, in respect of a Coupon Observation Period, the number of Reference Business Days during such Coupon Observation Period on which the Reference Value of the Worst Performer is, in the determination of the Calculation Agent, equal to or greater than its Coupon Trigger; and

“N” means, in respect of a Coupon Observation Period, the total number of Reference Business Days during such Coupon Observation Period.

(vii) ***Bonus Recovery – Single Underlying***

If “Bonus Recovery – Single Underlying” is specified as applicable in the relevant Final Terms, then:

- (A) if, on the relevant Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, equal to or greater than the Coupon Trigger, the Interest Amount shall be calculated as follows:

Calculation Amount × Max (Rate; Bonus Coupon Rate); and

- (B) if, on the relevant Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, less than the Coupon Trigger, the Interest Amount shall be zero,

where:

“**Bonus Coupon Rate**” means an amount, expressed as a percentage, calculated in accordance with the following formula:

$$[(\text{Coupon Observation Value} / \text{Initial Value}) - 1] \times 100 \text{ per cent.}$$

(viii) ***Bonus Recovery – Worst Performer***

If “Bonus Recovery – Worst Performer” is specified as applicable in the relevant Final Terms, then:

- (A) if, on the relevant Coupon Observation Date, the Reference Value of each Underlying is, in the determination of the Calculation Agent, equal to or greater than its Coupon Trigger, the Interest Amount shall be calculated as follows:

$$\text{Calculation Amount} \times \text{Max}[\text{Rate}; \text{Bonus Coupon Rate}]; \text{ and}$$

- (B) if, on the relevant Coupon Observation Date, the Reference Value of any Underlying is, in the determination of the Calculation Agent, less than its Coupon Trigger, the Interest Amount shall be zero,

where:

“**Bonus Coupon Rate**” means an amount, expressed as a percentage, calculated in accordance with the following formula:

$$[(\text{Coupon Observation Value of the Worst Performer} / \text{Initial Value of the Worst Performer}) - 1] \times 100 \text{ per cent.}$$

(ix) ***Year-on-year Inflation Linked Interest***

If “Year-on-year Inflation Linked Interest” is specified as applicable in the relevant Final Terms, then:

- (A) if “Applicable Formula” is specified as “Not Applicable” in the relevant Final Terms, the Interest Amount shall be calculated as follows:

$$\text{Calculation Amount} \times \text{Gearing Factor} \times ((\text{Index}_i - \text{Index}_{i-1}) / \text{Index}_{i-1}) + \text{Margin};$$

- (B) if “Applicable Formula” is specified as “Cap” in the relevant Final Terms, the Interest Amount shall be calculated as follows:

$$\text{Calculation Amount} \times \text{Min}[\text{Gearing Factor} \times ((\text{Index}_i - \text{Index}_{i-1}) / \text{Index}_{i-1}); \text{Coupon Cap}] + \text{Margin};$$

- (C) if “Applicable Formula” is specified as “Floor” in the relevant Final Terms, the Interest Amount shall be calculated as follows:

$$\text{Calculation Amount} \times \text{Max}[\text{Gearing Factor} \times ((\text{Index}_i - \text{Index}_{i-1}) / \text{Index}_{i-1}); \text{Coupon Floor}] + \text{Margin}; \text{ and}$$

- (D) if “Applicable Formula” is specified as “Cap and Floor” in the relevant Final Terms, the Interest Amount shall be calculated as follows:

$$\text{Calculation Amount} \times \text{Min}[\text{Max}[\text{Gearing Factor} \times ((\text{Index}_i - \text{Index}_{i-1})/\text{Index}_{i-1}); \text{Coupon Floor}]; \text{Coupon Cap}] + \text{Margin},$$

where:

“**Index_i**” means the Reference Value for the Reference Month prior to the relevant Specified Interest Payment Date; and

“**Index_{i-1}**” means the Reference Value for the immediately preceding Reference Month.

(x) **Other Periodic Inflation Linked Interest**

If “Other Periodic Inflation Linked Interest” is specified as applicable in the relevant Final Terms, then:

- (A) if “Applicable Formula” is specified as “Not Applicable” in the relevant Final Terms, the Interest Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Rate} \times (\text{Index}_i / \text{Index}_0);$$

- (B) if “Applicable Formula” is specified as “Cap” in the relevant Final Terms, the Interest Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Min}[\text{Rate} \times (\text{Index}_i / \text{Index}_0); \text{Coupon Cap}];$$

- (C) if “Applicable Formula” is specified as “Floor” in the relevant Final Terms, the Interest Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Max}[\text{Rate} \times (\text{Index}_i / \text{Index}_0); \text{Coupon Floor}];$$

- (D) if “Applicable Formula” is specified as “Cap and Floor” in the relevant Final Terms, the Interest Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Min}[\text{Max}[\text{Rate} \times (\text{Index}_i / \text{Index}_0); \text{Coupon Floor}]; \text{Coupon Cap}],$$

where:

“**Index₀**” means the Reference Value for the Reference Month specified in the relevant Final Terms; and

“**Index_i**” means the Reference Value for the Reference Month prior to the relevant Specified Interest Payment Date.

(xi) **Digital Interest**

If “Digital Interest” is specified as applicable in the relevant Final Terms:

- (A) if “Applicable Formula” is specified as “Equal to or less than” in the relevant Final Terms, then:

- (I) if, on such Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, equal to or less than the Coupon Trigger, the Interest Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Rate}_1; \text{ and}$$

- (II) if, on such Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, greater than the Coupon Trigger, the Interest Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Rate}_2$$

- (B) if “Applicable Formula” is specified as “Equal to or greater than” in the relevant Final Terms, then:

- (I) if, on such Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, equal to or greater than the Coupon Trigger, the Interest Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Rate}_1; \text{ and}$$

- (II) if, on such Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, less than the Coupon Trigger, the Interest Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Rate}_2$$

- (C) if “Applicable Formula” is specified as “Within a Range” in the relevant Final Terms, then:

- (I) if, on such Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, equal to or greater than Coupon Trigger₁ and equal to or less than Coupon Trigger₂, the Interest Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Rate}_1; \text{ and}$$

- (II) if, on such Coupon Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, less than Coupon Trigger₁ or greater than Coupon Trigger₂, the Interest Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Rate}_2.$$

(xii) ***FX Linked Interest***

If “FX Linked Interest” is specified as applicable in the relevant Final Terms, the Interest Amount shall be calculated as follows:

- (A) if “FX₁” is specified as applicable in the relevant Final Terms:

$$\text{Calculation Amount} \times [\text{Rate}_1 \times (\text{FX}_n/\text{FX}_0) - \text{Rate}_2]; \text{ and}$$

- (B) if “FX₂” is specified as applicable in the relevant Final Terms:

$$\text{Calculation Amount} \times [\text{Rate}_1 \times (\text{FX}_n/\text{FX}_0)],$$

where:

“Base Currency” has the meaning given in the FX Conditions;

“**FX_n**” means the bid rate of the relevant FX Rate published on the Relevant FX Screen Page on the FX Determination Date, at the Relevant Time as may be specified in the relevant Final Terms;

“**FX₀**” has the meaning specified in the relevant Final Terms;

“**FX Determination Date**” means the day which is 10 Business Days prior to each Interest Payment Date (or such other date as may be specified in the relevant Final Terms);

“**FX Rate**” has the meaning given in the FX Conditions;

“**Rate₁**” and “**Rate₂**” refer to the Rates of Interest specified in the relevant Final Terms and may, if so specified in the relevant Final Terms, be (x) an absolute value, (y) calculated based upon one or more Reference Rates or Floating Rate Options (as may be specified in the relevant Final Terms) or (z) a combination of (x) and (y); and

“**Reference Currency**” has the meaning given in the FX Conditions.

(xiii) ***FX Range Interest***

If “FX Range Interest” is specified to be applicable in the relevant Final Terms, the Interest Amount shall be calculated as follows:

- (A) if the Spot Rate is less than the Maximum Currency Rate or greater than the Minimum Currency Rate at any time during the Observation Period:

Calculation Amount x Rate₁; and

- (B) if the Spot Rate is equal to or greater than the Maximum Currency Rate or equal to or less than the Minimum Currency Rate at any time during the Observation Period:

Calculation Amount x Rate₂,

where:

“**Maximum Currency Rate**” has the meaning specified in the relevant Final Terms;

“**Minimum Currency Rate**” has the meaning specified in the relevant Final Terms;

“**Observation Period**” means each Interest Period, or such other period as may be specified in the relevant Final Terms; and

“**Spot Rate**” has the meaning given in the FX Conditions.

(j) ***Dual Currency Interest***

If “Dual Currency Interest” is specified to apply in the relevant Final Terms, interest may be payable in more than one currency and shall be determined in the manner set out in the relevant Final Terms. Notes to which “Dual Currency Interest” applies may only be issued as Exempt Notes.

(k) ***Zero Coupon Notes***

Zero Coupon Notes do not bear interest.

As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in General Condition 7(f)(i)).

(l) ***Interest on Partly Paid Notes***

Partly Paid Notes may only be issued as Exempt Notes. In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the relevant Final Terms.

(m) ***Calculation and Determination of Interest***(i) ***Determination of the Rate of Interest***

The Fiscal Agent, in the case of Floating Rate Notes, Inverse Floating Rate Notes, Variable Rate Notes, Range Accrual Notes, CMS Linked Notes and Ratchet Notes or the Calculation Agent, in the case of Contingent Coupon Notes, will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period in accordance with General Condition 5(b)(iii). In the case of Contingent Coupon Notes, the Calculation Agent will notify the Fiscal Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

(ii) ***Specified Denomination not equal to Calculation Amount***

Where the Specified Denomination is a multiple of the Calculation Amount, the amount of interest payable shall be the product of the Interest Amount (determined in the manner provided above) in respect of the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding. In the case of Contingent Coupon Notes, the Calculation Agent will notify the Fiscal Agent of the amount of interest payable on the Notes in respect of each Specified Denomination for the relevant Interest Period as soon as practicable after calculating the same.

(iii) ***Notification of Rate of Interest and Interest Amounts for Notes other than Fixed Rate Notes***

The Fiscal Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Paying Agents and any stock exchange on which the Notes other than Fixed Rate Notes are for the time being listed and notice thereof to be published in accordance with General Condition 17 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Notes are for the time being listed and to the Noteholders in accordance with General Condition 17. For the purposes of this General Condition 5(m)(iii), the expression “**London Business Day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

(iv) ***Certificates to be Final***

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this General Condition 5, whether by the Fiscal Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Fiscal Agent, the Calculation Agent (if applicable), the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Fiscal Agent or the

Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(n) ***Accrual of Interest***

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (i) the date on which all amounts due in respect of such Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Fiscal Agent and notice to that effect has been given to the Noteholders in accordance with General Condition 17.

6 Redemption at the Maturity Date

(a) ***Redemption of Instalment Notes***

- (i) Unless previously redeemed, purchased and cancelled as provided in General Condition 7, each Instalment Note shall be partially redeemed on each Instalment Date at the related Instalment Amount. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
- (ii) Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date at its final Instalment Amount.

(b) ***Final Redemption Amounts (excluding Instalment Notes)***

Unless previously redeemed or purchased and cancelled as provided in General Condition 7, each Note (other than an Instalment Note) will be redeemed by the Issuer on the Maturity Date calculated in accordance with the following provisions:

(i) ***Redemption at Par***

If “Redemption at Par” is specified as applicable in the relevant Final Terms, the Final Redemption Amount will be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times 100 \text{ per cent.}$$

(ii) ***Redemption at Discount/Premium***

If “Redemption at Discount/Premium” is specified as applicable in the relevant Final Terms, the Final Redemption Amount will be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Factor}$$

(iii) ***Dual Currency Redemption***

If “Dual Currency Redemption” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be determined as follows:

- (A) if “Applicable Formula” is specified as “Equal to or less than” in the relevant Final Terms:
 - (i) where the FX Underlying Performance is equal to or less than the Trigger, the Cash Settlement Amount will be an amount equal to the Calculation Amount in the Second Currency converted at the Initial Exchange Rate; and
 - (ii) where the FX Underlying Performance is greater than the Trigger, the Cash Settlement Amount will be an amount equal to the Calculation Amount in the Specified Currency;
- (B) if “Applicable Formula” is specified as “Equal to or greater than” in the relevant Final Terms:
 - (i) where the FX Underlying Performance is equal to or greater than the Trigger, the Cash Settlement Amount will be an amount equal to the Calculation Amount in the Second Currency converted at the Initial Exchange Rate; and
 - (ii) where the FX Underlying Performance is less than the Trigger, the Cash Settlement Amount will be an amount equal to the Calculation Amount in the Specified Currency;
- (C) if “Applicable Formula” is specified as “Less than” in the relevant Final Terms:
 - (iii) where the FX Underlying Performance is less than the Trigger, the Cash Settlement Amount will be an amount equal to the Calculation Amount in the Second Currency converted at the Initial Exchange Rate; and
 - (iv) where the FX Underlying Performance is equal to or greater than the Trigger, the Cash Settlement Amount will be an amount equal to the Calculation Amount in the Specified Currency;
- (D) if “Applicable Formula” is specified as “Greater than” in the relevant Final Terms:
 - (i) where the FX Underlying Performance is greater than the Trigger, the Cash Settlement Amount will be an amount equal to the Calculation Amount in the Second Currency converted at the Initial Exchange Rate; and
 - (ii) where the FX Underlying Performance is equal to or less than the Trigger, the Cash Settlement Amount will be an amount equal to the Calculation Amount in the Specified Currency;

where:

“**FX Underlying Performance**” means the Reference Value of the Underlying on the Initial Observation Date divided by the Reference Value of the Underlying on the Final Redemption Observation Date.

(iv) ***Standard Redemption – Single Underlying***

If “Standard Redemption – Single Underlying” is specified as applicable in the relevant Final Terms:

- (A) if the Final Value of the Underlying is, in the determination of the Calculation Agent, equal to or greater than the Strike Value, the Final Redemption Amount will be an amount in the Specified Currency calculated as follows:

Calculation Amount × 100 per cent.;

- (B) if the Final Value of the Underlying is, in the determination of the Calculation Agent, less than the Strike Value, then:
 - (I) if “Cash Settlement” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Cash Settlement Amount specified in the relevant Final Terms; and
 - (II) if “Physical Delivery” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Asset Amount specified in the relevant Final Terms.

(v) Standard Redemption – Worst Performer

If “Standard Redemption – Worst Performer” is specified as applicable in the relevant Final Terms:

- (A) if the Final Value of each Underlying is, in the determination of the Calculation Agent, equal to or greater than its Strike Value, the Final Redemption Amount will be an amount in the Specified Currency calculated as follows:

Calculation Amount × 100 per cent.;

- (B) if the Final Value of any Underlying is, in the determination of the Calculation Agent, less than the Strike Value, then:
 - (I) if “Cash Settlement” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Cash Settlement Amount specified in the relevant Final Terms; and
 - (II) if “Physical Delivery” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Asset Amount specified in the relevant Final Terms.

(vi) Standard Redemption – Basket

If “Standard Redemption – Basket” is specified as applicable in the relevant Final Terms:

- (A) if the Basket Final is equal to or greater than Basket Strike, the Final Redemption Amount will be the First Cash Settlement Amount specified in the relevant Final Terms; and
- (B) if the Basket Final is less than the Basket Strike, the Final Redemption Amount will be the Second Cash Settlement Amount specified in the relevant Final Terms.

(vii) Barrier Redemption– Single Underlying

If “Barrier Redemption– Single Underlying” is specified as applicable in the relevant Final Terms:

- (A) if the Final Value of the Underlying is, in the determination of the Calculation Agent, equal to or greater than the Strike Value, the Final Redemption Amount will be the First Cash Settlement Amount specified in the relevant Final Terms;

- (B) if the Final Value of the Underlying is, in the determination of the Calculation Agent, less than the Strike Value and equal to or greater than the Barrier, the Final Redemption Amount will be calculated as follows:

Calculation Amount \times 100 per cent.; and

- (C) if the Final Value of the Underlying is, in the determination of the Calculation Agent, less than the Barrier then:
- (I) if “Cash Settlement” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Second Cash Settlement Amount specified in the relevant Final Terms; and
- (II) if “Physical Delivery” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Asset Amount specified in the relevant Final Terms.

(viii) ***Barrier Redemption – Worst Performer***

If “Barrier Redemption – Worst Performer” is specified as applicable in the relevant Final Terms:

- (A) if the Final Value of each Underlying is, in the determination of the Calculation Agent, equal to or greater than its Strike Value, the Final Redemption Amount will be the First Cash Settlement Amount specified in the relevant Final Terms;
- (B) if the Final Value of the Worst Performer is, in the determination of the Calculation Agent, less than its Strike Value and equal to or greater than its Barrier, the Final Redemption Amount will be calculated as follows:

Calculation Amount \times 100 per cent.; and

- (C) if the Final Value of any Underlying is, in the determination of the Calculation Agent, less than the Barrier, then:
- (I) if “Cash Settlement” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Second Cash Settlement Amount specified in the relevant Final Terms; and
- (II) if “Physical Delivery” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Asset Amount specified in the relevant Final Terms.

(ix) ***Continuous Barrier Redemption – Single Underlying***

If “Continuous Barrier Redemption – Single Underlying” is specified as applicable in the relevant Final Terms:

- (A) if the Final Value of the Underlying is, in the determination of the Calculation Agent, equal to or greater than the Strike Value, the Final Redemption Amount will be the First Cash Settlement Amount specified in the relevant Final Terms; and
- (B) if the Final Value of the Underlying is, in the determination of the Calculation Agent, less than the Strike Value and:

- (I) a Barrier Breach Event has not occurred, the Final Redemption Amount will be calculated as follows:

Calculation Amount \times 100 per cent.; and

- (II) a Barrier Breach Event has occurred, then:

- (1) if “Cash Settlement” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Second Cash Settlement Amount specified in the relevant Final Terms; and
- (2) if “Physical Delivery” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Asset Amount, calculated in accordance with the Asset Amount specified in the relevant Final Terms.

(x) ***Continuous Barrier Redemption – Worst Performer***

If “Continuous Barrier Redemption – Worst Performer” is specified as applicable in the relevant Final Terms:

- (A) if the Final Value of each Underlying is, in the determination of the Calculation Agent, equal to or greater than the Strike Value, the Final Redemption Amount will be the First Cash Settlement Amount specified in the relevant Final Terms; and
- (B) if the Final Value of any Underlying is, in the determination of the Calculation Agent, less than the Strike Value and:

- (I) a Barrier Breach Event has not occurred, the Final Redemption Amount will be calculated as follows:

Calculation Amount \times 100 per cent.; and

- (II) a Barrier Breach Event has occurred, then:

- (1) if “Cash Settlement” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Second Cash Settlement Amount specified in the relevant Final Terms; and
- (2) if “Physical Delivery” is specified as the Settlement Basis in the relevant Final Terms, the Final Redemption Amount will be the Asset Amount specified in the relevant Final Terms.

(c) ***Cash Settlement Amounts***

(i) ***Redemption at Par***

If “Redemption at Par” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount will be an amount in the Specified Currency calculated as follows:

Calculation Amount \times 100 per cent.

(ii) ***Redemption at Discount/Premium***

If “Redemption at Discount/Premium” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount will be an amount in the Specified Currency calculated as follows:

Calculation Amount \times Factor

(iii) ***Performance – Single Underlying***

If “Performance – Single Underlying” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times (\text{Final Value/Strike Value})$$

(iv) ***Performance – Worst Performer***

If “Performance – Worst Performer” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times (\text{Final Value of the Worst Performer/Strike Value of the Worst Performer})$$

(v) ***Performance – Basket***

If “Performance – Basket” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times (\text{Basket Final/Basket Initial})$$

(vi) ***Gearing – Single Underlying***

If “Gearing – Single Underlying” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times [\text{Percentage Rate}_1 + \text{Gearing Factor} \times \text{Max}[0 \text{ per cent.}; (\text{Final Value/Initial Value}) - \text{Percentage Rate}_2]]$$

(vii) ***Gearing – Worst Performer***

If “Gearing – Worst Performer” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times [\text{Percentage Rate}_1 + \text{Gearing Factor} \times \text{Max}[0 \text{ per cent.}; (\text{Final Value of the Worst Performer/Initial Value of the Worst Performer}) - \text{Percentage Rate}_2]]$$

(viii) ***Gearing with Cap – Single Underlying***

If “Gearing with Cap – Single Underlying” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Min}[\text{Cap}; \text{Gearing Factor} \times (\text{Final Value/Initial Value} - \text{Subtrahend})]$$

(ix) ***Gearing with Cap – Worst Performer***

If “Gearing with Cap – Worst Performer” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Min}[\text{Cap}; \text{Gearing Factor} \times (\text{Final Value of the Worst Performer/Initial Value of the Worst Performer} - \text{Subtrahend})]$$

(x) ***Gearing with Cap and/or Floor – Single Underlying***

If “Gearing with Cap and/or Floor – Single Underlying” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Max}[\text{Floor}; \text{Min}(\text{Cap}; \text{Final Value/Initial Value} - \text{Subtrahend})]$$

(xi) ***Gearing with Cap and/or Floor – Worst Performer***

If “Gearing with Cap and/or Floor – Worst Performer” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times \text{Max}[\text{Floor}; \text{Min}(\text{Cap}; \text{Final Value of the Worst Performer/Initial Value of the Worst Performer} - \text{Subtrahend})]$$

(xii) ***Inflation Index Linked Redemption***

If “Inflation Index Linked Redemption” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Max}[\text{Min}[\text{Calculation Amount} \times (\text{Index}_i/\text{Index}_0); \text{Maximum Redemption Amount}]; \text{Minimum Redemption Amount}]$$

where:

“**Index_i**” means the level of the Underlying during the Reference Month prior to the Final Redemption Observation Date;

“**Index₀**” means the level of the Underlying during the Reference Month prior to the Issue Date;

“**Maximum Redemption Amount**” means the amount specified as such in the relevant Final Terms; and

“**Minimum Redemption Amount**” means the amount specified as such in the relevant Final Terms.

(xiii) ***FX Performance Linked Redemption – Single Underlying***

If “FX Performance Linked Redemption – Single Underlying” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times [100 \text{ per cent.} + \text{Gearing Factor} \times \text{Max}(0; \text{FX Underlying Performance})]$$

where:

“**Fixing Rate**” means the Spot Rate for the Currency Pair, expressed as the amount of Reference Currency per one unit of the Base Currency, as determined by reference to the relevant FX Price Source on the Observation Date at the Observation Time; and

“**FX Underlying Performance**” means an amount calculated by the Calculation Agent as follows:

(A) where the Specified Currency is the same as the Base Currency and:

I if “Put” is specified as applicable in the relevant Final Terms:

$$(\text{Strike Rate} - \text{Fixing Rate})/\text{Fixing Rate}$$

II if “Call” is specified as applicable in the relevant Final Terms:

$$(\text{Fixing Rate} - \text{Strike Rate})/\text{Fixing Rate};$$

(B) where the Specified Currency is not the same as the Base Currency and:

I if “Put” is specified as applicable in the relevant Final Terms:

$$(\text{Strike Rate} - \text{Fixing Rate})/\text{Strike Rate}$$

II if “Call” is specified as applicable in the relevant Final Terms:

$$(\text{Fixing Rate} - \text{Strike Rate})/\text{Strike Rate};$$

(xiv) ***FX Performance Linked Redemption – Basket***

If “FX Performance Linked Redemption – Basket” is specified as applicable in the relevant Final Terms, the Cash Settlement Amount shall be an amount in the Specified Currency calculated as follows:

$$\text{Calculation Amount} \times (100 \text{ per cent.} + \text{FX Underlying Performance})$$

where:

“**Fixing Value_i**” means, the Spot Rate for a Currency Pair, expressed as the amount of Reference Currency per one unit of the Base Currency, as determined by reference to the relevant FX Price Source on the Observation Date at the Observation Time; and

“**FX Underlying Performance**” means:

(A) where the Specified Currency is the same as the Base Currency and

(I) if “**Put**” is specified as applicable in the relevant Final Terms:

$$\sum_{i=1}^n W_i \times \text{Max} \left[\frac{(\text{Strike Value}_i - \text{Fixing Value}_i)}{\text{Fixing Value}_i}; 0 \right]$$

(II) if “**Call**” is specified as applicable in the relevant Final Terms:

$$\sum_{i=1}^n W_i \times \text{Max} \left[\frac{(\text{Fixing Value}_i - \text{Strike Value}_i)}{\text{Fixing Value}_i}; 0 \right]$$

(B) where the Specified Currency is not the Base Currency and

(I) if “**Put**” is specified as applicable in the relevant Final Terms:

$$\sum_{i=1}^n W_i \times \text{Max} \left[\frac{(\text{Strike Value}_i - \text{Fixing Value}_i)}{\text{Strike Value}_i}; 0 \right]$$

(II) if “**Call**” is specified as applicable in the relevant Final Terms:

$$\sum_{i=1}^n W_i \times \text{Max} \left[\frac{(\text{Fixing Value}_i - \text{Strike Value}_i)}{\text{Strike Value}_i}; 0 \right]$$

where:

“**n**” means an integer equal to the number of Currency Pairs that comprise the Basket;

“**W_i**” means, in respect of a Currency Pair, the Weighting of such Currency Pair.

(d) **Asset Amount**

(i) **Single Underlying**

If “Asset Amount” is specified as “Single Underlying” in the relevant Final Terms and:

- (A) if “Exchange Rate” is specified to be “Not Applicable” in the relevant Final Terms, the Asset Amount will be calculated as follows:

$$\text{Calculation Amount/Final Value}$$

- (B) if “Exchange Rate” is specified as “Applicable” in the relevant Final Terms and the Specified Currency is not Sterling, the Asset Amount will be calculated as follows:

$$\text{Calculation Amount} \times (\text{Exchange Rate/Final Value})$$

- (C) if “Exchange Rate” is specified as “Applicable” in the relevant Final Terms and the Specified Currency is Sterling, the Asset Amount will be calculated as follows:

$$((\text{Calculation Amount} \times \text{Exchange Rate})/\text{Final Value}) \times 100$$

(ii) **Worst Performer**

If “Asset Amount” is specified as “Worst Performer” in the relevant Final Terms and:

- (A) if “Exchange Rate” is specified as “Not Applicable” in the relevant Final Terms, the Asset Amount will be calculated as follows:

$$\text{Calculation Amount/Final Value of the Worst Performer}$$

- (B) if “Exchange Rate” is specified as “Applicable” in the relevant Final Terms and the Specified Currency is not Sterling, the Asset Amount will be calculated as follows:

$$\text{Calculation Amount} \times (\text{Exchange Rate/Final Value of the Worst Performer})$$

- (C) if “Exchange Rate” is specified as “Applicable” in the relevant Final Terms and the Specified Currency is Sterling, the Asset Amount will be calculated as follows:

$$((\text{Calculation Amount} \times \text{Exchange Rate})/\text{Final Value of the Worst Performer}) \times 100$$

7 Redemption prior to the Maturity Date

(a) **Automatic Early Redemption**

If “Automatic Early Redemption” is specified as applicable in the relevant Final Terms, the Issuer has the obligation to redeem all, but not some only, of the Notes, on the Automatic Early Redemption Date at the Automatic Early Redemption Amount calculated in accordance with the provisions set out below. The Automatic Early Redemption Amount will be paid in the Specified Currency on the immediately succeeding Automatic Early Redemption Observation Date, together with the Interest Amount (if any) accrued to (but excluding) such Automatic Early Redemption Date.

- (i) If “Autocall – Single Underlying” is specified as applicable in the relevant Final Terms:

If, on the relevant Automatic Early Redemption Observation Date, the Reference Value of the Underlying is, in the determination of the Calculation Agent, equal to or greater than the Automatic Early Redemption Trigger, the Automatic Early Redemption Amount will be calculated as follows:

Calculation Amount × Automatic Early Redemption Value

- (ii) If “Autocall – Worst Performer” is specified as applicable in the relevant Final Terms:

If on the relevant Automatic Early Redemption Observation Date, the Reference Value of each Underlying is greater than or equal to its Automatic Early Redemption Trigger, the Automatic Early Redemption Amount will be calculated as follows:

Calculation Amount × Automatic Early Redemption Value

- (iii) If “Autocall (Individual Call) – Single Underlying” is specified as applicable in the relevant Final Terms:

- (A) if “Equal to or less than” is specified as applicable in the relevant Final Terms:

If the Reference Value of the Underlying on the relevant Automatic Early Redemption Observation Date is, in the determination of the Calculation Agent, equal to or less than the Automatic Early Redemption Trigger corresponding to the relevant Automatic Early Redemption Date, the Automatic Early Redemption Amount will be calculated as follows:

Calculation Amount × Automatic Early Redemption Value

- (B) when “Equal to or greater than” is specified as applicable in the relevant Final Terms:

If the Reference Value of the Underlying on the relevant Automatic Early Redemption Observation Date is, in the determination of the Calculation Agent, greater than or equal to the Automatic Early Redemption Trigger corresponding to the relevant Automatic Early Redemption Date, the Automatic Early Redemption Amount will be calculated as follows:

Calculation Amount × Automatic Early Redemption Value

- (C) when “Within a Range” is specified as applicable in the relevant Final Terms:

If the Reference Value of the Underlying on the relevant Automatic Early Redemption Observation Date is, in the determination of the Calculation Agent, equal to or less than the Automatic Early Redemption Trigger 1 and equal to or greater than Automatic Early Redemption Trigger 2, the Automatic Early Redemption Amount will be calculated as follows:

Calculation Amount × Automatic Early Redemption Value

- (iv) If “Autocall (Individual Call) – Worst Performer” is specified as applicable in the relevant Final Terms:

- (A) if “Equal to or less than” is specified as applicable in the relevant Final Terms:

If the Reference Value of each Underlying on the relevant Automatic Early Redemption Observation Date is, in the determination of the Calculation Agent, equal to or less than its Automatic Early Redemption Trigger corresponding to such Automatic Early

Redemption Observation Date, the Automatic Early Redemption Amount will be calculated as follows:

Calculation Amount \times Automatic Early Redemption Value

- (B) if “Equal to or greater than” is specified as applicable in the relevant Final Terms:

If the Reference Value of each Underlying on the relevant Automatic Early Redemption Observation Date is, in the determination of the Calculation Agent, greater than or equal to its Automatic Early Redemption Trigger corresponding to such Automatic Early Redemption Observation Date, the Automatic Early Redemption Amount will be calculated as follows:

Calculation Amount \times Automatic Early Redemption Value

- (C) if “Within a Range” is specified as applicable in the relevant Final Terms:

If the Reference Value of each Underlying on the relevant Automatic Early Redemption Observation Date is, in the determination of the Calculation Agent, equal to or less than the Automatic Early Redemption Trigger 1 and equal to or greater than Automatic Early Redemption Trigger 2, the Automatic Early Redemption Amount calculated as follows:

Calculation Amount \times Automatic Early Redemption Value

(b) ***Redemption for Taxation Reasons***

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time, on giving not less than 30 days’ notice (or such other period of notice specified in the relevant Final Terms) to the Noteholders in accordance with General Condition 17 (which notice shall be irrevocable) at the Early Redemption Amount (together, if appropriate, with interest accrued to (but excluding) the date fixed for redemption) if:

- (i) on the occasion of the next payment or delivery due pursuant to the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in General Condition 10 or to account to any taxing authority in the Netherlands (or any other relevant business jurisdiction of the Issuer, as referred to in General Condition 10) for any amount (other than tax withheld or deducted from interest payable on such Notes) in respect of such payment in each case as a result of any change in, or amendment to, the laws or regulations of the Netherlands (or any other relevant business jurisdiction of the Issuer, as referred to in General Condition 10) or, in each case, any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and
- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent a certificate signed by an executive director of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal or tax advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

(c) ***Redemption at the Option of the Issuer***

- (i) If “Call Option” is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice to Noteholders (or such other notice period as may be specified in the relevant Final Terms), redeem all or, if so provided, some of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount specified in the relevant Final Terms (which may be the Early Redemption Amount (as described in General Condition 7(f))) together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed, as specified in the relevant Final Terms and no greater than the Maximum Redemption Amount to be redeemed, as specified in the relevant Final Terms.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this General Condition 7.

- (ii) In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements.

(d) ***Redemption at the Option of Noteholders***

If “Put Option” is specified in the relevant Final Terms, the Issuer shall, at the option of the holder of a Note, upon such holder giving not less than 15 nor more than 30 days’ notice to the Issuer (or such other notice period as may be specified in the relevant Final Terms), redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount specified in the relevant Final Terms (which may be the Early Redemption Amount (as described in General Condition 7(f))) together with interest accrued to the date fixed for redemption.

To exercise such option, the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice (“**Exercise Notice**”) in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(e) ***Redemption for Illegality***

In the event that the Issuer determines in good faith that the performance of the Issuer’s obligations under the Notes or that any arrangements made to hedge the Issuer’s obligations under the Notes has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, the Issuer, having given not less than 10 nor more than 30 days’ notice to Noteholders, in accordance with General Condition 17 (which notice shall be irrevocable), may, on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(f) **Early Redemption Amounts**

(i) *Zero Coupon Notes*

- (A) The Early Redemption Amount payable in respect of a Zero Coupon Note shall be the Amortised Face Amount, calculated as provided below, of such Note.
- (B) Subject to the provisions of General Condition 7(f)(i)(C), the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate (expressed as a percentage) equal to the Amortisation Yield compounded annually.
- (C) If the Early Redemption Amount in respect of any such Note upon its redemption pursuant to General Condition 7(b), General Condition 7(e) or upon it becoming due and payable as provided in General Condition 12 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note and defined in General Condition 7(f)(i)(B), except that such paragraph shall have effect as though the reference therein to the date on which the Notes become due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with General Condition 7(f)(i)(B) shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Notes on the Maturity Date together with any interest that may accrue in accordance with General Condition 5(e)(i)(M).

Where such calculation is made for a period less than one year, it shall be made on the basis of the Day Count Fraction specified in the relevant Final Terms.

(ii) *Other Notes*

For the purposes of General Conditions 7(b), 7(e) and 12, the Notes will be redeemed at the Early Redemption Amount, unless (in respect of Exempt Notes) otherwise specified in the relevant Final Terms.

(g) **Instalments**

Instalment Notes will be partially redeemed on each Instalment Date at the related Instalment Amount. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date. In the case of early redemption, the Early Redemption Amount will be determined pursuant to General Condition 7(f).

(h) **Partly Paid Notes**

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this General Condition 7 and the conditions specified in the relevant Final Terms.

(i) **Purchases**

The Issuer and any of its subsidiaries may at any time purchase Notes (provided that, in the case of Definitive Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are

purchased therewith) at any price in the open market or otherwise. If purchases are made by tender, tenders must be available to all Noteholders alike. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

(j) ***Cancellation***

All Notes which are redeemed will forthwith be cancelled (together with, in the case of Definitive Notes, all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and Notes purchased and cancelled pursuant to General Conditions 7(h) and 7(i) above (together with, in the case of Definitive Notes, all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Fiscal Agent and cannot be reissued or resold.

(k) ***Late Payment on Notes on which no interest is Due***

If the redemption amount payable in respect of a Note on which no interest is due upon redemption of such Note or upon its becoming due and repayable as provided in General Condition 12 is improperly withheld or refused, the amount of interest due and payable on such outstanding amount, which has become due and repayable, shall be EONIA, from and including the fifth day after the day on which the redemption amount payable on such Note has become due until but excluding the earlier of:

- (i) the date on which all amounts due in respect of such Note have been paid; and
- (ii) five days after the date on which the full amount of moneys payable in respect of such Notes has been received by the Fiscal Agent and notice to that effect has been given to the Noteholders in accordance with General Condition 17.

8 Payments

(a) ***Method of Payment***

Subject as provided below:

- (i) payments in a currency other than euro and Renminbi will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option and responsibility of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian Dollars or New Zealand Dollars, shall be Sydney or Wellington, respectively);
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option and responsibility of the payee, by a euro cheque; and
- (iii) payments in Renminbi will be made by transfer to a Renminbi account maintained by or on behalf of the Noteholder.

All payments are subject in all cases to any fiscal or other regulations applicable thereto (whether by operation of law or agreement of the Issuer or its Agents) and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements.

(b) ***Presentation of Definitive Notes, Receipts and Coupons***

Payments of principal in respect of Bearer Notes represented by Definitive Notes will (subject as provided below) be made in the manner provided in General Condition 8(a) only against presentation

and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Notes, and payments of interest (if any) in respect of Definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Coupon, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Payments of instalments of principal (if any) in respect of Definitive Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in General Condition 8(a) against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in General Condition 8(a) only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Notes in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the Definitive Note to which it appertains. Receipts presented without the Definitive Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Definitive Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons failing to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the relevant due date in respect of such principal (whether or not such Coupon would otherwise have become void under General Condition 11) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no Coupons will be issued in respect thereof.

Upon the date on which any Definitive Note becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for Coupons shall be made in respect thereof.

If the due date for redemption of any Definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Note.

(c) ***Payments in respect of Global Notes***

Payments of principal and interest (if any) in respect of Bearer Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to Definitive Notes and otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of any Global Note, distinguishing between any payment of principal and any payment of interest, will be made on such

Global Note by the Paying Agent to which it was presented or surrendered and such record shall be prima facie evidence that the payment in question has been made.

(d) ***Payments in respect of Registered Notes***

- (i) Payments of principal (which for the purposes of this General Condition 8(d) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in General Condition 8(d)(ii).
- (ii) Interest (which for the purpose of this General Condition 8(d) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of the Clearing System Business Day prior to the due date for payment thereof (the “**Record Date**”). For the purpose of this General Condition 8(d), “**DTC business day**” means any day on which DTC is open for business. Payments of interest on each Registered Note shall be made in the relevant currency by cheque drawn on a bank mailed to the holder (or to the first-named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency specified by the payee with a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to TARGET or, in the case of Renminbi, by transfer to the registered account maintained by or on behalf of the Noteholder with a bank in Hong Kong, details of which appear on the Register at the close of business on the fifth Business Day before the due date for payment and, in the case of Japanese yen, the transfer shall be to a non-resident Japanese yen account with a bank in Japan (in the case of payment to a non-resident of Japan).
- (iii) Payments through DTC: Registered Notes, if specified in the relevant Final Terms, will be issued in the form of one or more Global Certificates and may be registered in the name of, or in the name of a nominee for, DTC. Payments of principal and interest in respect of Registered Notes denominated in U.S. Dollars will be made in accordance with General Conditions 8(d)(i) and 8(d)(ii). Payments of principal and interest in respect of Registered Notes registered in the name of, or in the name of a nominee for, DTC and denominated in a Specified Currency other than U.S. Dollars will be made or procured to be made by the Fiscal Agent in the Specified Currency in accordance with the following provisions. The amounts in such Specified Currency payable by the Fiscal Agent or its agent to DTC in respect of Registered Notes held by DTC or its nominee will be received from the Issuer by the Fiscal Agent who will make payments in such Specified Currency by wire transfer of same day funds to the designated bank account in such Specified Currency of those DTC participants entitled to receive the relevant payment who have made an irrevocable election to DTC, in the case of interest payments, on or prior to the third DTC business day after the Record Date for the relevant payment of interest and, in the case of payments of principal, at least 12 DTC business days prior to the relevant payment date, to receive that payment in such Specified Currency. The Fiscal Agent, after the Exchange Agent has converted amounts in such Specified Currency into U.S. Dollars, will cause the Exchange Agent to deliver such U.S. Dollar amount in same day funds to DTC for payment through its settlement system to those DTC participants entitled to receive the relevant payment who did not elect to receive such payment in such Specified Currency. The Agency Agreement sets out the manner in which such conversions are to be made.

(e) **General Provisions Applicable to Payments**

The holder of a Global Note or Global Certificate shall be the only person entitled to receive payments in respect of Notes represented by such Global Note or Global Certificate and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note or Global Certificate in respect of each amount so paid. Each of the persons shown in the records of DTC, Euroclear or Clearstream as the beneficial holder of a particular nominal amount of Notes represented by such Global Note or Global Certificate must look solely to DTC, Euroclear or Clearstream, as the case may be, for his share of each payment so made by, or on behalf of, the Issuer to, or to the order of, the holder of such Global Note or Global Certificate.

Notwithstanding the foregoing provisions of this General Condition 8, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. Dollars, such U.S. Dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars;
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer; and
- (iv) in the case of any payment in respect of a Note represented by a Global Certificate that is denominated in a Specified Currency other than U.S. Dollars and registered in the name of DTC or its nominee and in respect of which an accountholder of DTC (with an interest in such Global Certificate) has elected to receive part of such payment in U.S. Dollars, a day on which commercial banks are not authorised or required by law or regulation to be closed in New York City.

(f) **Payment Day**

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until either:

- (A) the next following Payment Day; or
- (B) the next following Payment Day, unless it would thereby fall into the next calendar month, in which event such date for payment (or for any interest or other sum in respect of such payment) shall be brought forward to the immediately preceding Payment Day. If, however, due to any reasonably unforeseen circumstances, any such adjusted payment date proves not to be a Payment Day, such that the payment date falls in the next calendar month, the holder shall not be entitled to payment (nor to any interest or other sum in respect of such payment) until the next following Payment Day.

The relevant Final Terms shall specify whether General Condition 8(f)(A) or 8(f)(B) is applicable. If neither General Condition is specified in the relevant Final Terms, General Condition 8(f)(A) shall apply.

For these purposes, “**Payment Day**” means any day which is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (A) the relevant place of presentation; and
 - (B) each Financial Centre specified in the relevant Final Terms; and
- (ii) either (I) in relation to any sum payable in a Specified Currency other than euro or Renminbi, a day on which commercial banks and foreign exchange markets settle payment and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation and any Financial Centre and which, if the Specified Currency is Australian Dollars or New Zealand Dollars, shall be Sydney and Wellington, respectively), (II) in relation to any sum payable in euro, a day on which TARGET is operating or (III) in relation to any sum payable in Renminbi, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets are open for business and settlement of payments in Renminbi in Hong Kong.

(g) ***Payment of Alternative Currency Equivalent***

Where “Alternative Currency Equivalent” is specified in the relevant Final Terms as being applicable to a Series, if (following a written request from the Issuer that the Alternative Currency Adjudication Agent makes a determination pursuant to this General Condition 8(g)), by reason of a Scheduled Payment Currency Disruption Event, it would, in the opinion of the Alternative Currency Adjudication Agent, be commercially impracticable for the Issuer to satisfy any payment obligation in respect of the Notes when due in the Scheduled Payment Currency, then the Issuer may:

- (i) determine that the relevant payment obligation of the Issuer in respect of the Notes be postponed by up to the Maximum Days of Postponement after the date on which the relevant Scheduled Payment Currency Disruption Event ceases to exist, in the determination of the Alternative Currency Adjudication Agent or, if that would not be commercially reasonable, as soon as commercially reasonable thereafter, in which case, the relevant payment will be due on the date as so postponed, without any interest or other sum payable in respect of the postponement of the payment of such amount;
- (ii) determine that the relevant payment in respect of the Notes be postponed by up to the Maximum Days of Postponement after the date on which the relevant Scheduled Payment Currency Disruption Event ceases to exist, or, if, in the determination of the Alternative Currency Adjudication Agent, that would not be commercially reasonable, as soon as commercially reasonable thereafter (such postponed payment date, the “**Postponed Payment Date**”), and that the Issuer’s obligation to make payments in respect of the Notes in the Scheduled Payment Currency be replaced by an obligation to make payment of the Alternative Currency Equivalent, in which case, it will settle any such obligation by payment of the relevant Alternative Currency Equivalent on the Postponed Payment Date, without any interest or other sum payable in respect of the postponement of the payment of such amount;
- (iii) determine that the Issuer’s obligation to make any payment in respect of the Notes in the Scheduled Payment Currency be replaced by an obligation to make payment of the Alternative Currency Equivalent of such payment, in which case, it will settle any such obligation by payment of the relevant Alternative Currency Equivalent on the due date for payment; or

- (iv) determine that the Issuer gives notice to Noteholders in accordance with General Condition 17 and redeem all, but not some only, of the Notes on a date selected by the Issuer, by payment of the Alternative Currency Equivalent of, or, if so specified in such notice, an amount in the Scheduled Payment Currency equal to, the Early Redemption Amount to each Noteholder in respect of each Note held by such Noteholder.

Any payment made in the Alternative Currency under such circumstances will constitute valid payment, and will not constitute a default in respect of the Notes.

Upon the occurrence of a Scheduled Payment Currency Disruption Event and the Alternative Currency Adjudication Agent making a determination that, by reason of such Scheduled Payment Currency Disruption Event, it would, in the opinion of the Alternative Currency Adjudication Agent, be commercially impracticable for the Issuer to satisfy its payment obligations in respect of the Notes when due in the Scheduled Payment Currency, the Issuer shall give notice as soon as practicable to Noteholders in accordance with General Condition 17 stating the occurrence of the Scheduled Payment Currency Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

In making any determination in respect of any Scheduled Payment Currency Disruption Event, neither the Issuer nor the Alternative Currency Adjudication Agent shall have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number), and, in particular, but without limitation, shall not have regard to the consequences of any such determination for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and no Noteholder shall be entitled to claim from the Issuer, the Alternative Currency Adjudication Agent or any other person any indemnification or payment in respect of any tax consequences of any such determination upon individual Noteholders.

If the Rate Calculation Date is postponed in accordance with this General Condition 8(g), the relevant payment shall not be due until the date falling the Number of Rate Calculation Business Days after such postponed Rate Calculation Date. No additional interest or other sum is payable in respect of any postponement pursuant to this General Condition 8(g).

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this General Condition 8(g) by the Issuer or the Alternative Currency Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agents and all Noteholders.

As used herein:

“1998 ISDA FX Definitions” means the 1998 ISDA FX and Currency Option Definitions, as published by the International Swaps and Derivatives Association, Inc., and in respect of the Notes, as amended and supplemented up to and including the Issue Date of the first Tranche of the Notes.

“Alternative Currency” means the currency specified in the relevant Final Terms (or any lawful successor currency to that currency), or, if no Alternative Currency is specified in the relevant Final Terms, U.S. Dollars.

“Alternative Currency Adjudication Agent” means the Alternative Currency Adjudication Agent specified in the relevant Final Terms (or any lawful successor thereto).

“Alternative Currency Calculation Agent” means the Alternative Currency Calculation Agent specified in the relevant Final Terms (or any lawful successor thereto).

“Alternative Currency Equivalent” means (i) where the Alternative Currency is U.S. Dollars, in respect of an amount denominated in the Scheduled Payment Currency, such amount converted into the Alternative Currency using the Alternative Currency Spot Rate for the relevant Rate Calculation Date, all as determined by the Alternative Currency Calculation Agent, and (ii) where the Alternative Currency is a currency other than U.S. Dollars, in respect of an amount denominated in the Scheduled Payment Currency, such amount converted into the Alternative Currency by (A) converting such amount into an amount expressed in U.S. Dollars using the Alternative Currency Spot Rate for the relevant Rate Calculation Date, and (B) multiplying the resultant U.S. Dollar amount by the USD Spot Rate for the relevant Rate Calculation Date, all as determined by the Alternative Currency Calculation Agent.

“Alternative Currency Spot Rate” means, in respect of a Rate Calculation Date, unless otherwise specified in the relevant Final Terms, the spot exchange rate for the purchase of U.S. Dollars with the Scheduled Payment Currency determined in accordance with the Settlement Rate Option specified in the relevant Final Terms, provided that, if such Alternative Currency Spot Rate is not available, then the Alternative Currency Calculation Agent will determine the Alternative Currency Spot Rate (or a method for determining the Alternative Currency Spot Rate), taking into consideration all available information that it deems relevant.

“Governmental Authority” means any *de facto* or *de jure* government (or any 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) of the Scheduled Payment Currency Jurisdiction.

“Illiquidity” means (i) in respect of any payment obligation in respect of the Notes of any sum, foreign exchange markets for the Scheduled Payment Currency becoming illiquid (including, without limitation, the existence of any significant price distortion) or unavailable as a result of which it is impossible or, in the opinion of the Alternative Currency Adjudication Agent, commercially impracticable for the Issuer and/or any of its affiliates to obtain a sufficient amount of the Scheduled Payment Currency in order to satisfy any such obligation or (ii) it becomes impossible or impracticable to obtain a firm quote for exchange of the Scheduled Payment Currency into the Alternative Currency, in each case, as determined by the Alternative Currency Adjudication Agent in its sole and absolute discretion.

“Inconvertibility” means, in respect of any payment or obligation in respect of the Notes, the occurrence of any event that makes it impossible, illegal or, in the opinion of the Alternative Currency Adjudication Agent, commercially impracticable for the Issuer and/or any of its affiliates to convert any amount due in respect of the Notes in the foreign exchange markets for the Scheduled Payment Currency (including, without limitation, any event that has the direct or indirect effect of hindering, limiting or restricting convertibility by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on repatriation of one currency into another currency) other than where such impossibility or impracticability is due solely to the failure of the Issuer and/or any of its affiliates to comply with any law, rule or regulation enacted by any relevant Governmental Authority (unless such law, rule or regulation becomes effective on or after the Trade Date and it is impossible or, in the opinion of the Alternative Currency Adjudication Agent, commercially impracticable for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

“Maximum Days of Postponement” means the number of days specified in the relevant Final Terms.

“Non-transferability” means, in respect of any payment obligation in respect of the Notes, the occurrence of any event that makes it impossible or, in the opinion of the Alternative Currency Adjudication Agent, commercially impracticable for the Issuer and/or any of its affiliates to deliver the Scheduled Payment Currency in relation to any such payment obligation between accounts inside the Scheduled Payment Currency Jurisdiction or between an account inside the Scheduled Payment Currency Jurisdiction and an account outside the Scheduled Payment Currency Jurisdiction, other than where such impossibility or impracticability is due solely to the failure of the Issuer and/or any of its affiliates to comply with any law, rule or regulation enacted by any relevant Governmental Authority (unless such law, rule or regulation becomes effective on or after the Trade Date and it is impossible or, in the opinion of the Alternative Currency Adjudication Agent, commercially impracticable for the Issuer and/or any of its affiliates, due to an event beyond its control, to comply with such law, rule or regulation).

“Number of Rate Calculation Business Days” means the number of Rate Calculation Business Days specified as such in the relevant Final Terms.

“Rate Calculation Business Day” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in the Rate Calculation Jurisdiction.

“Rate Calculation Date” means the day which is the number of Rate Calculation Business Days specified in the relevant Final Terms before the due date for payment of the relevant amount under the Notes or if the relevant Alternative Currency Spot Rate is not available on such day, the last preceding Rate Calculation Business Day on which the relevant Alternative Currency Spot Rate was most recently available, as determined by the Alternative Currency Calculation Agent.

“Rate Calculation Jurisdiction” means the jurisdiction(s) specified in the relevant Final Terms.

“Scheduled Payment Currency” means the Specified Currency.

“Scheduled Payment Currency Disruption Event” means, in respect of a Scheduled Payment Currency:

- (i) Inconvertibility;
- (ii) Non-transferability;
- (iii) Illiquidity;
- (iv) the Issuer and/or any of its affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) the Issuer deems necessary to hedge the currency risk of the Issuer issuing and performing its obligations with respect to the Notes or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s); and/or
- (v) in the case of Exempt Notes only, any other event specified as a Scheduled Payment Currency Disruption Event in the relevant Final Terms.

“Scheduled Payment Currency Jurisdiction” means the primary jurisdiction for which the Scheduled Payment Currency is the lawful currency.

“Settlement Rate Option” means, unless otherwise specified in the relevant Final Terms, the specified “Settlement Rate Option” as may be included from time to time in Annex A to the 1998 ISDA FX Definitions and where (if applicable), for the purposes thereof.

“**USD Settlement Rate Option**” means, unless otherwise specified in the relevant Final Terms, any Settlement Rate Option for the exchange of U.S. Dollars into the Alternative Currency, as may be included from time to time in Annex A to the ISDA FX Definitions and where (if applicable), for the purposes thereof, “**Specified Time**” shall have the meaning given to it in the relevant Final Terms.

“**USD Spot Rate**” means, for a Rate Calculation Date, unless otherwise specified in the relevant Final Terms, the spot exchange rate for the purchase of the Alternative Currency with U.S. Dollars in accordance with the USD Settlement Rate Option specified in the relevant Final Terms, provided that, if such USD Spot Rate is not available, then the Alternative Currency Calculation Agent will determine the USD Spot Rate (or a method for determining the USD Spot Rate), taking into consideration all available information that it deems relevant.

9 Physical Delivery

(a) *Conditions to Physical Delivery*

If “Physical Delivery” is specified as applicable in the relevant Final Terms, the Asset Amount composed of the Relevant Assets together with the Residual Cash Amount, if applicable, will be delivered at the risk of the Noteholder on the Delivery Date, provided that the Asset Transfer Notice is delivered in respect of such Note as follows:

- (i) if such Note is represented by a Global Note, the relevant Noteholder must deliver or have delivered to Euroclear or Clearstream (as applicable), with a copy to the Issuer, not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice; and
- (ii) if such Note is a Definitive Note, the relevant Noteholder must deliver such Note to any Paying Agent, with a copy to the Issuer, not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice.

Delivery of the Asset Amount in respect of each Note shall be made at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice.

In relation to each Note which is to be redeemed by delivery of the Asset Amount, the Asset Amount will be delivered at the risk of the relevant Noteholder, in the manner provided above, on the Delivery Date.

Where the Asset Amount is, in the determination of the Issuer, is not capable of being delivered as an amount of whole units of the Relevant Assets, the Noteholders will receive (i) an Asset Amount composed of the nearest number (rounded down) of whole units of Relevant Assets capable of being delivered by the Issuer (taking into account that a Noteholder’s entire holding may be aggregated at the Issuer’s discretion for the purpose of delivering the Asset Amounts), and the Residual Cash Amount. Payment will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 17.

(b) *Asset Transfer Notice*

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of any Paying Agent.

An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear or Clearstream, as the case may be, or (ii) if such Note is a Definitive Note, in writing or by tested telex.

If the Note is a Definitive Note, it must be delivered together with the duly completed Asset Transfer Notice.

An Asset Transfer Notice must:

- (i) specify the name and address of the relevant Noteholder, the person from whom the Issuer may obtain details for the delivery of the Asset Amount and any details required for delivery of the Asset Amount set out in the relevant Final Terms;
- (ii) in the case of Notes represented by a Global Note, specify the nominal amount of Notes which are the subject of such notice and the number of the Noteholder's account at Euroclear or Clearstream, as the case may be, to be debited with such Notes and irrevocably instruct and authorise Euroclear or Clearstream, as the case may be, to debit the relevant Noteholder's account with such Notes on or before the Delivery Date;
- (iii) include an undertaking to pay all Delivery Expenses and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Noteholder at Euroclear or Clearstream, as the case may be, in respect thereof and to pay such Delivery Expenses;
- (iv) specify an account to which dividends (if any) payable pursuant to this General Condition 9(b) or any other cash amounts specified in the relevant Final Terms as being payable are to be paid;
- (v) certify, *inter alia*, that the beneficial owner of each Note is not a U.S. person (as defined in the Asset Transfer Notice) or a person who purchased such Note for resale to U.S. persons, that the Note is not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof; and
- (vi) authorise the production of such notice in any applicable administrative or legal proceedings.

No Asset Transfer Notice may be withdrawn after receipt thereof by Euroclear or Clearstream or a Paying Agent, as the case may be, as provided above. After delivery of Asset Transfer Notice, the relevant Noteholder may not transfer the Notes which are the subject of such notice.

In the case of Notes represented by a Global Note, upon receipt of such notice, Euroclear or Clearstream, as the case may be, shall verify that the person specified therein as the Noteholder is the holder of the specified nominal amount of Notes according to its books.

Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such Asset Transfer Notice has been properly completed and delivered as provided in these Terms and Conditions shall be made, in the case of Notes represented by a Global Note, by Euroclear or Clearstream, as the case may be, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder and, in the case of Definitive Notes, by the relevant Paying Agent, after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the relevant Noteholder.

(c) ***Delivery Expenses***

All Delivery Expenses arising from the delivery of the Asset Amount in respect of such Notes shall be for the account of the relevant Noteholder and no delivery of the Asset Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder.

After delivery of the Asset Amount and for the Intervening Period, none of the Issuer, the Calculation Agent nor any other person shall at any time (A) be under any obligation to deliver or procure delivery to any Noteholder of any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities or obligations, (B) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations or (C) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations.

(d) ***Settlement disruption***(i) ***Failure to deliver Asset Transfer Notice***

If a Noteholder fails to give an Asset Transfer Notice as provided in General Condition 9(a), not later than the close of business in each place of receipt on the Cut-off Date, then the Delivery Date shall be a date as soon as practicable after the Scheduled Delivery Date, as selected in the sole and absolute discretion of the Calculation Agent, at the risk of such Noteholder. For the avoidance of doubt, in such circumstances such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Delivery Date falling after the Scheduled Delivery Date and no liability in respect thereof shall attach to the Issuer.

(ii) ***Settlement Disruption Event***

If, prior to the delivery of the Asset Amount in accordance with this General Condition 9, a Settlement Disruption Event is subsisting, then the Delivery Date in respect of such Note shall be postponed until the date on which no Settlement Disruption Event is subsisting and notice thereof shall be given to the relevant Noteholder, in accordance with General Condition 17. Such Noteholder shall not be entitled to any payment, whether of interest or otherwise, on such Note as a result of any delay in the delivery of the Asset Amount pursuant to this General Condition 9(d)(ii). Where delivery of the Asset Amount has been postponed as provided in this General Condition 9(d)(ii), the Issuer shall not be in breach of these Terms and Conditions and no liability in respect thereof shall attach to the Issuer.

For so long as delivery of the Asset Amount in respect of any Note is not practicable by reason of a Settlement Disruption Event, then, in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash Settlement Price not later than on the third Business Day following the date that the notice of such election (the “**Election Notice**”) is given to the Noteholders in accordance with General Condition 17. Payment of the Disruption Cash Settlement Price will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 17.

For the purposes of the Notes (A) the Issuer shall be under no obligation to register or procure the registration of any Noteholder or any other person as the registered shareholder or registered holder, as the case may be, in the register of members or holders of any Equity Issuer and (B) any interest, dividend or other distribution in respect of any Asset Amount will be payable to

the party that would receive such interest, dividend or other distribution according to market practice for a sale of the relevant Equity executed on the Delivery Date and to be delivered in the same manner as the Asset Amount. Any such interest, dividend or other distribution to be paid to a Noteholder shall be paid to the account specified in the relevant Asset Transfer Notice.

(iii) ***Illiquidity Events***

If, in the opinion of the Calculation Agent, a Failure to Deliver Event has occurred, then:

- (A) subject to this General Condition 9, any Relevant Assets which are not affected by the Failure to Deliver Event (the “**Affected Relevant Assets**”) will be delivered pro rata on the originally designated Delivery Date in accordance with this General Condition 9(d); and
- (B) in respect of any Affected Relevant Assets, in lieu of physical delivery and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion, to pay to the Noteholder the Failure to Deliver Settlement Price on the fifth Business Day following the date on which the Failure to Deliver Notice is given to the Noteholders in accordance with General Condition 17. Payment of the Failure to Deliver Settlement Price will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 17. The Issuer shall give notice (such notice a “**Failure to Deliver Notice**”) as soon as reasonably practicable to the Noteholders in accordance with General Condition 17 that the provisions of this General Condition 9(d)(iii) apply;

(iv) ***Variation of settlement method***

In respect of a Tranche, if the relevant Final Terms indicate that the Issuer has an option to vary settlement in respect of such Notes, the Issuer may at its sole discretion elect (i) to pay the relevant Noteholders a Cash Settlement Amount in lieu of the Asset Amount that would otherwise have been deliverable, or (ii) deliver to the Noteholders an Asset Amount in lieu of the Cash Settlement Amount that would have otherwise been payable. Notification of such election, including the method by which such Cash Settlement Amount or Asset Amount, as the case may be, shall be calculated, will be given to Noteholders in accordance with General Condition 17.

10 Taxation

All payments of principal and interest in respect of the Notes, Receipts, Coupons and Talons by the Issuer to the Paying Agent shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Netherlands (or any other relevant business jurisdiction of the Issuer) or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders, the Receiptholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note, Receipt or Coupon presented for payment:

- (a) in the Netherlands by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Netherlands in respect of such Note by reason of such holder having some connection with the Netherlands other than by reason only of holding such Note or the receipt of the relevant payment in respect thereof;

- (b) in a relevant business jurisdiction of the Issuer (wherein and whereof the Issuer is obliged to withhold tax) by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within such relevant business jurisdiction in respect of such Note by reason of such holder having some connection with that relevant business jurisdiction of the Issuer other than by reason only of holding such Note or the receipt of the relevant payment in respect thereof;
- (c) by or on behalf of a holder thereof who is liable to such taxes or duties in respect of such Note, Receipt or Coupon by reason of such holder having some connection with the Netherlands other than by reason only of the holding of such Note, Receipt or Coupon or the receipt of the relevant payment in respect thereof;
- (d) by or on behalf of a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that a third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Note, Receipt or Coupon is presented for payment;
- (e) where such deduction or withholding is imposed on a payment to an individual and is required to be made pursuant to the European Council Directive 2003/48/EC (the “**EC Directive**”) or any other directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such mentioned Directive;
- (f) (except in the case of Registered Notes) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt, Coupon or Talon to another Paying Agent in a Member State not obliged to withhold or deduct tax pursuant to the EC Directive as mentioned under General Condition 10(e) above;
- (g) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of 30 days; or
- (h) if it is provided in the relevant Final Terms that the Notes are “Domestic Notes” for the purpose of this General Condition 10.

References in these Terms and Conditions to (i) “principal” shall be deemed to include any premium payable in respect of the Notes, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and/or all other amounts in the nature of principal payable pursuant to General Conditions 6 and 7 or any amendment or supplement to it, (ii) “interest” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to General Condition 5 or any amendment or supplement to it and (iii) “principal” and/or “interest” shall be deemed to include any additional amounts that may be payable under this General Condition 10.

For the avoidance of doubt, no additional amounts shall be payable in respect of any Note, Receipt or Coupon in respect of any withholding or deduction imposed as a result of the application of the provisions of Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), or any U.S. Treasury Regulations or other administrative guidance published thereunder or and successor or substitute legislation or provision of law.

Notwithstanding any other provision of the Terms and Conditions, any amounts to be paid in respect of any Note, Receipt or Coupon by or on behalf of the Issuer, will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed

pursuant to Sections 1471 through 1474 of the Code (or any U.S. Treasury Regulations or other administrative guidance published thereunder) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a “**FATCA Withholding**”). The Issuer will not be required to pay any additional amounts in respect of FATCA Withholding.

11 Prescription

Claims against the Issuer for payment of principal or interest in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within five years from the date on which such payment first becomes due.

12 Events of Default

If any of the following events (each, an “**Event of Default**”) occurs, the Noteholder may by written notice to the Issuer at the specified office of the Fiscal Agent and the Issuer declare such Note to be forthwith due and payable, whereupon the Early Redemption Amount of such Note together with accrued interest to (but excluding) the date of payment shall become immediately due and payable, unless such Event of Default shall have been remedied prior to the receipt of such notice by the Issuer:

- (a) default by the Issuer is made for more than 30 days in the payment of interest or principal in respect of any of the Notes; or
- (b) the Issuer fails to perform or observe any of its other obligations pursuant to the Notes and such failure continues for the period of 60 days next following the service on the Issuer of notice requiring the same to be remedied; or
- (c) the Issuer fails in the due repayment of borrowed money which exceeds EUR 35,000,000 or its countervalue and such failure continues for a period of 30 days after notice of such failure has been received by the Issuer or the Issuer fails to honour any guarantee or indemnity in excess of EUR 35,000,000 or its countervalue and such failure continues for a period of 30 days after notice of such failure has been received by the Issuer provided that in each case no Event of Default shall be deemed to have occurred if the Issuer contests its liability in good faith or has been ordered not to make such payment by a competent court; or
- (d) the Issuer becomes bankrupt, an administrator is appointed, or an order is made or an effective resolution is passed for the winding-up, liquidation or administration of the Issuer (except for the purposes of a reconstruction or merger the terms of which have previously been approved by a meeting of the Noteholders) or an application is filed for a declaration (which is not revoked within a period of 30 days), or a declaration is made, under Article 3:160 of the Financial Supervision Act (*Wet op het financieel toezicht*), as modified or re-enacted from time to time, of the Netherlands in respect of the Issuer; or
- (e) the Issuer compromises with its creditors generally or such measures are officially decreed; or
- (f) the Issuer ceases to carry on the whole or a substantial part of its business (except for the purposes of a reconstruction or merger the terms of which have previously been approved by a meeting of the Noteholders).

13 Agents

The Issuing and Paying Agent, the Euroclear Netherlands Fiscal Agent, the Registrar, the Paying Agents, the Transfer Agents, the Exchange Agent and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed on pages 534 and 535.

The Issuing and Paying Agent, the Euroclear Netherlands Fiscal Agent, the Registrar, the Paying Agents, the Transfer Agents, the Exchange Agent and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder, Receiptholder or Couponholder.

The Issuer reserves the right at any time to vary or terminate the appointment of the Issuing and Paying Agent, the Euroclear Netherlands Fiscal Agent, the Registrar, any other Paying Agent, any Transfer Agent, the Exchange Agent or the Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents provided that the Issuer shall at all times maintain:

- (a) an Issuing and Paying Agent;
- (b) a Euroclear Netherlands Fiscal Agent;
- (c) a Registrar in relation to Registered Notes;
- (d) one or more Calculation Agent(s) where the Terms and Conditions so require;
- (e) a Transfer Agent(s) in relation to Registered Notes;
- (f) if and for so long as the Notes are listed on any stock exchange which rules require the appointment of a Paying Agent in any particular place, a Paying Agent having its specified office in the place required by the rules of such stock exchange;
- (g) a Paying Agent in a member state of the European Union that is not obliged to withhold or deduct tax pursuant to any law implementing European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, such Directive; and
- (h) so long as any of the Registered Notes payable in a Specified Currency other than U.S. Dollars are held through DTC or its nominee, there will at all times be an Exchange Agent with a specified office in New York City.

The Issuer has appointed BNP Paribas Securities Services, Zurich Branch, Selnaustrasse 16, 8002 Zurich, Switzerland as Paying Agent in Switzerland for Notes listed on the SIX Structured Products Exchange.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Notes denominated in U.S. Dollars in the circumstances described in General Condition 8 or for payment of exchanged amounts under General Condition 8(d)(iii) for Notes denominated in Specified Currencies other than U.S. Dollars.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

All determinations and calculations made by the Calculation Agent shall be made by it in its sole discretion and in good faith, acting reasonably and on an arm's-length basis. All such determinations and calculations so made shall be final and binding (save in the case of manifest error) on all parties. The Calculation Agent shall have no liability or responsibility to any person in relation to the determinations or calculations provided in connection herewith, except in the case of wilful default or bad faith. Any delay, deferral or forbearance by

the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Notes, including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and neither the Calculation Agent nor the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

14 Meeting of Noteholders, Modifications and Substitutions

(a) *Meetings of Noteholders*

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Terms and Conditions. Such a meeting may be convened by the Issuer or Noteholders holding not less than 10 per cent. in nominal amount of the Notes of any Series for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of the Maturity Date or redemption of any of the Notes, any Instalment Date or any date for payment of interest or interest amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any interest amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest is shown in the relevant Final Terms, to reduce any such Minimum and/or Maximum Rate of Interest, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment of the Notes or (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or any adjournment of such meeting or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on all Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Receiptholders and Couponholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of the holders of not less than 90 per cent. in nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

These Terms and Conditions may be amended by the Issuer (with the agreement, not to be unreasonably withheld, of the Fiscal Agent) (i) for the purposes of curing any ambiguity, or for curing, correcting or supplementing any defective provision contained therein, (ii) in any manner which the Issuer may deem necessary or desirable and which shall not materially adversely affect the interests of the Noteholders, Receiptholders and Couponholders, (iii) correcting any manifest error, or (iv) if the amendment or modification is of a formal, minor or technical nature or is made to comply with mandatory provisions of law, in each case, without the consent of the Noteholder, Receiptholder or Couponholder. Any such amendment or modification shall be binding on the Noteholders, Receiptholders and Couponholders and such amendment or modification shall be notified to the

Noteholders in accordance with General Condition 17 as soon as practicable (but failure to give such notice, or non-receipt thereof, shall not affect the validity of such amendment or modification).

These Terms and Conditions may be amended, modified or varied in relation to any Series of Exempt Notes by the terms of the relevant Final Terms in relation to such Series.

(b) ***Modification and Amendment of Agency Agreement***

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

The Agency Agreement may be amended by the Issuer and the Fiscal Agent, without the consent of any Paying Agent, the Calculation Agent or any holder, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which the Issuer and the Fiscal Agent may mutually deem necessary or desirable and which does not adversely affect the interests of the holders.

(c) ***Substitution of the Issuer***

(i) The Issuer or any previous substitute of the Issuer under this General Condition 14 may, and the Noteholders, Receipholders and the Couponholders hereby irrevocably agree in advance that the Issuer or any previous substitute of the Issuer under this General Condition 14 may without any further prior consent of any Noteholder at any time, substitute any company (incorporated in any country in the world) controlling, controlled by or under common control with, the Issuer as the principal debtor in respect of the Notes or undertake its obligations in respect of the Notes through any of its branches (any such company or branch, the “**Substitute Debtor**”), provided that:

- (A) such documents shall be executed by the Substitute Debtor and the Issuer or any previous substitute as aforesaid 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 Substitute Debtor shall undertake in favour of each Noteholder to be bound by these Terms and Conditions and the provisions of the Agency Agreement as fully as if the Substitute Debtor had been named in the Notes and the Agency Agreement as the principal debtor in respect of the Notes in place of the Issuer or any previous substitute as aforesaid and pursuant to which the Issuer shall irrevocably and unconditionally guarantee in favour of each Noteholder the payment of all sums payable by the Substitute Debtor as such principal debtor (such guarantee of the Issuer herein referred to as the “**Substitution Guarantee**”);
- (B) the Documents shall contain a warranty and representation by the Substitute Debtor and the Issuer that (I) the Substitute Debtor and the Issuer have obtained all necessary governmental and regulatory approvals and consents for such substitution and for the giving by the Issuer of the Substitution Guarantee in respect of the obligations of the Substitute Debtor, that the Substitute Debtor has obtained all necessary governmental and regulatory approvals and consents for the performance by the Substitute Debtor of its obligations pursuant to the Documents and that all such approvals and consents are in full force and effect and (II) the obligations assumed by the Substitute Debtor and the Substitution Guarantee given by the Issuer are each valid and binding in accordance with their respective terms and enforceable by each Noteholder and that, in the case of the

Substitute Debtor undertaking its obligations in respect of the Notes through a branch, the Notes remain the valid and binding obligations of such Substitute Debtor; and

- (C) General Condition 12 shall be deemed to be amended so that it shall also be an Event of Default under the said General Condition if the Substitution Guarantee shall cease to be valid or binding on or enforceable against the Issuer.
- (ii) Upon the Documents becoming valid and binding obligations of the Substitute Debtor and the Issuer and subject to notice having been given in accordance with General Condition 14(c)(iv), the Substitute Debtor shall be deemed to be named in the Notes and Coupons as the principal debtor in place of the Issuer as issuer (or of any previous substitute under these provisions) and the Notes and Coupons shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents together with the notice referred to in General Condition 14(c)(iv) shall, in the case of the substitution of any other company as principal debtor, operate to release the Issuer as issuer (or such previous substitute as aforesaid) from all of its obligations as principal debtor in respect of the Notes and Coupons.
- (iii) The Documents referred to in General Condition 14(c)(i) shall be deposited with and held by the Fiscal Agent for so long as any Notes remain outstanding and for so long as any claim made against the Substitute Debtor or the Issuer by any Noteholder, Receiptholder and Couponholder in relation to the Notes or the Documents shall not have been finally adjudicated, settled or discharged. The Substitute Debtor and the Issuer acknowledge the right of every Noteholder to the production of the Documents for the enforcement of any of the Notes, Receipts and Coupons or the Documents.
- (iv) Not later than 15 Business Days after the execution of the Documents, the Substitute Debtor shall give notice thereof to the Noteholders and Euronext Amsterdam in accordance with General Condition 17. A supplement to the Base Prospectus concerning the substitution of the Issuer shall be prepared.
- (v) For the purposes of this General Condition 14, the term “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether by contract or through the ownership, directly or indirectly, of voting shares in such company which, in the aggregate, entitle the holder thereof to elect a majority of its directors, and includes any company in like relationship to such first-mentioned company, and for this purpose “**voting shares**” means shares in the capital of a company having under ordinary circumstances the right to elect the directors thereof, and “**controlling**”, “**controlled**” and “**under common control**” shall be construed accordingly.

15 Replacement of Notes, Certificates, Receipts, Coupons and Talons

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Fiscal Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer may

require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

16 Further Issues

The Issuer may, from time to time, without the consent of the Noteholders or Couponholders, create and issue further notes which have the same terms and conditions as the Notes (except for the Issue Price, the Issue Date and the first Interest Payment Date) and so that the same shall be consolidated and form a single Series with such Notes, and references in these Terms and Conditions to “Notes” shall be construed accordingly.

17 Notices

Notices to the holders of Registered Notes, including the Rule 144A Notes, shall be published in accordance with the procedure set out in this General Condition 17 for Bearer Notes and shall be mailed to them at their respective addresses in the Register and shall be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing.

All notices regarding Notes will be deemed to be validly given if published (a) on the website of the Issuer and (b) in respect of the Rule 144A Notes, in the Wall Street Journal. In respect of Notes listed or to be listed on the SIX Structured Products Exchange, notices will be published in electronic form and in accordance with the respective rules of the SIX Swiss Exchange on www.six-swiss-exchange.com, where notices are published under the section headed “Official Notices”, currently accessible through the link www.six-swiss-exchange.com/news/official_notices/search_en.html. Information about the Issuer may be published on www.rabobank.com under ‘Investor relations’ and ‘Press Room’. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange or another relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

Until such time as any Definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream and/or DTC, be substituted for such publication in such website and/or newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream and/or DTC, for communication by them to the Noteholders and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or another relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by the rules of that stock exchange or another relevant authority.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with the relevant Note or Notes, with the Fiscal Agent or the Registrar, as the case may be. Whilst any of the Notes are represented by a Global Note, such notice may be given by any accountholder to the Fiscal Agent through Euroclear and/or Clearstream or Euroclear Netherlands or DTC, as the case may be, in such manner as the Fiscal Agent or the Registrar and Euroclear and/or Clearstream or Euroclear Netherlands or DTC, as the case may be, may approve for this purpose.

18 Governing Law and Jurisdiction

(a) Governing Law

The Notes, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with the Notes, the Receipts, the Coupons and the Talons are and shall be governed by the laws of the Netherlands.

(b) ***Jurisdiction***

The competent courts of Amsterdam, the Netherlands and the United States Federal and New York State courts sitting in New York City, the Borough of Manhattan are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with any Notes, Receipts, Coupons or Talons and, accordingly, any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons (including a dispute relating to any non-contractual obligations arising out of or in connection with any Notes, Receipts, Coupon or Talons) (“**Proceedings**”) may be brought in such courts. These submissions are made for the benefit of each of the holders and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction.

(c) ***Service of Process***

The Issuer irrevocably appoints its New York branch at 245 Park Avenue, New York, New York 10167, United States of America as its agent in New York to receive, for it and on its behalf, service of process in any Proceedings in New York. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer). If for any reason such process agent ceases to be able to act as such or no longer has an address in New York City, the Issuer irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with General Condition 17. Nothing shall affect the right to serve process in any manner permitted by law.

ANNEX I: COMMODITY LINKED NOTES AND COMMODITY INDEX LINKED NOTES

1 Incorporation and Interpretation

If “Commodity Linked Notes” or “Commodity Index Linked Notes” are specified as applicable in the relevant Final Terms, the terms and conditions applicable to such Commodity Linked Notes shall comprise (a) the General Conditions and (b) these Commodity Conditions, which will be subject to completion by the relevant Final Terms. In the event of any inconsistency between the General Conditions and the Commodity Conditions, the Commodity Conditions shall prevail.

2 Definitions Applicable to Commodity Linked Notes and Commodity Index Linked Notes

(a) *General*

“**Additional Disruption Event**” means any of Change in Law, Hedging Disruption or Increased Cost of Hedging, in each case if specified as applicable in the relevant Final Terms.

“**Basket of Commodities**” means a basket composed of the Commodities specified in the relevant Final Terms in the Weightings specified in the relevant Final Terms, subject to adjustment in accordance with Commodity Condition 5.

“**Basket of Commodity Indices**” means a basket composed of the Commodity Indices specified in the relevant Final Terms in the Weightings specified in the relevant Final Terms.

“**Bullion**” means Gold, Silver, Platinum or Palladium, as the case may be.

“**Bullion Business Day**” means, in respect of any Commodity Linked Notes 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.

“**Bullion Reference Dealers**” means, in respect of any Bullion for which the relevant Commodity Reference Price is “Commodity Reference Dealers”, the four major dealers that are the members of the LBMA specified in the relevant Final Terms or, if no such Bullion Reference Dealers are specified, as selected by the Calculation Agent, in each case, acting through their principal London offices.

“**Calculation Agent Determination**” means that the Calculation Agent will determine the Reference Value (or a method for determining the Reference Value), taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information that in good faith it deems relevant.

“**CBOT**” means the Chicago Board of Trade, or its successor.

“**Change in Law**” means that, on or after the Trade Date of any Notes, (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) 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 and/or any of its Affiliates determines in good faith that (A) it has become illegal to hold, acquire or dispose of, or to enter into transactions on or relating to, a Commodity or Index Component, as the case may be, (including without limitation, futures contracts) or (B) it will incur a materially increased cost in performing its obligations under such Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefits or other adverse effect on its tax position).

“**COMEX**” means the COMEX Division, or its successor, of the New York Mercantile Exchange, Inc. or its successor.

“**Commodity**” means, in respect of a Commodity Linked Note, the commodity or commodities specified in the relevant Final Terms which may include a Commodity Description.

“**Commodity Business Day**” means (i) in respect of a 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 (ii) in respect of a 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 Index**” means, in respect of a Commodity Index Linked Note, an index composed of two or more Index Components, as specified in the relevant Final Terms.

“**Commodity Reference Dealers**” means that, in respect of a Commodity Reference Price, the price for a Pricing Date will be determined on the basis of quotations provided by Reference Dealers or Bullion Reference Dealers, as applicable, on that Pricing Date of that day’s Specified Price for a Unit of the relevant Commodity for delivery on the Delivery Date, if applicable. If four quotations are provided as requested, the price for that Pricing Date will be the arithmetic mean of the Specified Prices for that Commodity provided by each Reference Dealer or Bullion Reference Dealer, as applicable, without regard to the Specified Prices having the highest and lowest values. If exactly three quotations are provided as requested, the price for that Pricing Date will be the Specified Price provided by the relevant Reference Dealer or Bullion Reference Dealer that remains after disregarding the Specified Prices having the highest and lowest values. For this purpose, if more than one quotation has the same highest value and lowest value, then the Specified Price of one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the price for the Pricing Date cannot be determined.

“**Commodity Reference Price**” means, in respect of a Commodity, the Specified Price per Commodity Unit of the Commodity stated in the Relevant Currency for delivery on the Delivery Date and published by the Price Source.

“**Commodity Unit**” means, in respect of a Commodity Reference Price, the unit of measure of the relevant Commodity as specified in the relevant Final Terms.

“**Default Disruption Fallback**” means, if specified as applicable in the relevant Final Terms, that the following Disruption Fallbacks apply in the following order:

- (i) Delayed Publication or Announcement and Postponement (each to operate concurrently with the other and each subject to a period of the applicable Maximum Days of Disruption; provided, however, that the price determined by Postponement shall be the Commodity Reference Price only if Delayed Publication or Announcement does not yield a Relevant Price within the period of the applicable Maximum Days of Disruption); and
- (ii) Calculation Agent Determination.

“**Delayed Publication or Announcement**” means, in respect of an Affected Commodity, that the Commodity Reference Price for the relevant Pricing Date will be determined based on the Specified Price in respect of the original day scheduled as such Pricing Date that is published or announced by

the relevant Price Source retrospectively on the first succeeding Commodity Business Day or Bullion Business Day, as applicable, on which the relevant Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist (measured from and including the original day that would otherwise have been the Pricing Date) or the Commodity Reference Price continues to be unavailable for two consecutive Commodity Business Days or Bullion Business Days, as applicable. In that case, the next Disruption Fallback specified in the relevant Final Terms will apply. If, as a result of a delay pursuant to Delayed Publication or Announcement, a Commodity Reference Price is unavailable to determine the Final Redemption Amount by the date falling two Business Days prior to the Scheduled Maturity Date, then the Maturity Date will be delayed by the same number of Commodity Business Days or Bullion Business Days, as the case may be, as was the determination of each Commodity Reference Price, provided that the Maturity Date shall not be any earlier than the second Business Day after the date that the Reference Value of the Affected Commodity is determined in accordance with the provisions hereof.

“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 Commodity (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 relevant Final Terms, that date or that month and year; and
- (ii) if a Nearby Month is specified in the relevant Final Terms, the month of expiration of the relevant Futures Contract,

in each case as determined by the Calculation Agent.

“Disappearance of Commodity Reference Price” means, in respect of a Commodity, (i) the permanent discontinuation of trading in the relevant Futures Contract on the relevant Exchange; (ii) the disappearance of, or of trading in, the relevant Commodity; or (iii) the disappearance or permanent discontinuance or unavailability of 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:

- (i) in respect of Commodity Linked Notes, a day on which a Market Disruption Event occurs; and
- (ii) in respect of Commodity Index Linked Notes:
 - (A) where the relevant Commodity Index is not specified in the relevant Final Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred; or
 - (B) where the relevant Commodity Index is specified in the relevant Final Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which (I) the Index Sponsor fails to publish the level of the Commodity Index (provided that such failure may instead constitute an Index Adjustment Event for the Commodity Index, if so determined by the Calculation Agent in its sole and absolute discretion), (II) a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or (III) a Market Disruption Event has occurred.

“Disruption Fallback” means, in respect of Commodity Linked Notes, any of Fallback Reference Dealers, Fallback Reference Price, Postponement, Calculation Agent Determination and Delayed Publication or Announcement, specified to be applicable in the relevant Final Terms and, unless Default Disruption Fallback is specified applicable, in the order specified in the relevant Final Terms.

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

“EURONEXT LIFFE” means Euronext B.V. London International Financial Futures and Options Exchange or its successor.

“Exchange” means, in respect of a Commodity Reference Price, the exchange or principal trading market specified in the definition of Commodity Reference Price in the relevant Final Terms.

“Exchange Business Day” means:

- (i) where the relevant Commodity Index is not a Multi-Exchange Index, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; and
- (ii) where the relevant Commodity Index is a Multi-Exchange Index, any Scheduled Trading Day on which (A) the Index Sponsor publishes the level of the Commodity Index and (B) each Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to the Scheduled Closing Time.

“Fallback Reference Dealers” means, in respect of an Affected Commodity, that the Reference Value will be determined in accordance with Commodity Reference Dealers.

“Fallback Reference Price” means, in respect of an Affected Commodity, that the Calculation Agent will determine the Reference Value based on the price for the relevant Pricing Date of the first alternate Reference Value, if any, specified in the relevant Final Terms that is not subject to a Market Disruption Event.

“Futures Contract” means, in respect of a Specified 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 Reference Value.

“Hedging Disruption” means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the commodity or other price risk of the Issuer issuing and performing its obligations in respect of the Notes or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“ICE” means the IntercontinentalExchangeTM or its successor.

“Increased Cost of Hedging” means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the commodity or other price risk of the Issuer issuing and performing its obligations in respect of the

Notes or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

“Index Component” means a commodity or futures contract comprising a Commodity Index.

“Index Exchange” means:

- (i) where the relevant Commodity Index is not a Multi-Exchange Index, each exchange or quotation system specified as such for such Commodity Index in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Index Components has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Index Components on such temporary substitute exchange or quotation system as on the original Exchange); and
- (ii) where the relevant Commodity Index is a Multi-Exchange Index, in relation to each Index Component, the principal trading exchange on which such Index Component is principally traded, as determined by the Calculation Agent.

“Index Sponsor” means, in respect of a Commodity Index, the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Commodity Index and (ii) announces (directly or through an agent) the level of such Commodity Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date is the index sponsor specified for such Commodity Index in the relevant Final Terms.

“LBMA” means the London Bullion Market Association or its successor.

“LME” means The London Metal Exchange Limited or its successor.

“LPPM” means the London Platinum and Palladium Market or its successor.

“Market Disruption Event” means:

- (i) in respect of a Commodity, the occurrence or existence of (A) a Price Source Disruption, (B) a Trading Disruption, (C) a Disappearance of Commodity Reference Price, (D) a Tax Disruption, (E) a Material Change in Content or (F) a Material Change in Formula;
- (ii) in respect of a Commodity Index, where the relevant Commodity Index is not a Multi-Exchange Index :
 - (A) the occurrence or existence at any time during the one-hour period that ends at the relevant Observation Time of:
 - (I) any suspension of or limitation imposed on trading by the relevant Index Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Index Exchange or Related Exchange or otherwise:
 - (1) on any relevant Index Exchange(s) relating to Index Components that comprise 20 per cent. or more of the level of the relevant Commodity Index; or

- (2) in futures or options contracts relating to the relevant Commodity Index on any relevant Related Exchange; or
- (II) any event (other than an event described in paragraph (B) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (1) to effect transactions in, or obtain market values for, on any relevant Index Exchange(s), Index Components that comprise 20 per cent. or more of the level of the relevant Commodity Index, or (2) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Commodity Index on any relevant Related Exchange,

which in either case the Calculation Agent determines is material; or

- (B) the closure on any Exchange Business Day of any relevant Index Exchange(s) relating to Index Components that comprise 20 per cent. or more of the level of the relevant Commodity Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Index Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (I) the actual closing time for the regular trading session on such Index Exchange(s) or such Related Exchange(s) on such Exchange Business Day or, if earlier, (II) the submission deadline for orders to be entered into the Index Exchange or Related Exchange system for execution at the Observation Time on such Exchange Business Day.

For the purposes of determining whether a Market Disruption Event in respect of a Commodity Index exists at any time, if a Market Disruption Event occurs in respect of an Index Component included in the Commodity Index at any time, then the relevant percentage contribution of that Index Component to the level of the Commodity Index shall be based on a comparison of (A) the portion of the level of the Commodity Index attributable to that Index Component and (B) the overall level of the Commodity Index, in each case immediately before the occurrence of such Market Disruption Event; and

- (iii) In respect of a Commodity Index, where the relevant Commodity Index is a Multi-Exchange Commodity Index:

- (A) the occurrence or existence, in respect of any Index Component, of:
 - (I) a Trading Disruption in respect of such Index Component, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Observation Time in respect of the Exchange on which such Index Component is principally traded; or
 - (II) an Exchange Disruption in respect of such Index Component, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Observation Time in respect of the Exchange on which such Index Component is principally traded; or
 - (III) an Early Closure in respect of such Index Component which the Calculation Agent determines is material; and

the aggregate of all Index Components in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Commodity Index; or

- (B) the occurrence or existence, in each case in respect of futures or option contracts relating to the Commodity Index, of (I) a Trading Disruption, or (II) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Observation Time in respect of the Related Exchange or (III) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multi-Exchange Index exists at any time, if an Early Closure, an Exchange Disruption or a Trading Disruption occurs in respect of an Index Component or a Market Disruption Event occurs in respect of such Index Component included in the Commodity Index at any time, then the relevant percentage contribution of that Index Component to the level of the Commodity Index shall be based on a comparison of (A) the portion of the level of the Commodity Index attributable to that Index Component and (B) the overall level of the Commodity Index, in each case using the official opening weightings as published by the relevant Index Sponsor as part of the market “opening data” immediately before the occurrence of such Market Disruption Event, Early Closure, Exchange Disruption or Trading Disruption, as the case may be, in respect of such Index Component.

“Material Change in Content” means, in respect of a Commodity, the occurrence since the Trade Date of a material change in the content, composition or constitution of the Commodity or relevant Futures Contract.

“Material Change in Formula” means, in respect of a Commodity, the occurrence since the Trade Date of a material change in the formula for or method of calculating the relevant Commodity Reference Price.

“Maximum Days of Disruption” means, in respect of a Commodity, the consecutive maximum number of Disrupted Days, as specified in the relevant Final Terms or, if not so specified, two Commodity Business Days or Bullion Business Days (as the case may be) (measured from and including the original day that would have been the relevant Pricing Date).

“Multi-Exchange Index” means a Commodity Index specified as such in the relevant Final Terms.

“Nearby Month” when preceded by a numerical adjective, means, in respect of a Delivery Date and/or Pricing 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.

“Observation Time” means:

- (i) where the relevant Commodity Index is not a Multi-Exchange Index, the Observation Time specified in the relevant Final Terms or, if no Observation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant date in relation to each Commodity Index to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Observation Time is after the actual closing time for its regular trading session, then the Observation Time shall be such actual closing time; and
- (ii) where the relevant Commodity Index is a Multi-Exchange Index, (A) for the purposes of determining whether a Market Disruption Event has occurred: (x) in respect of an Index Component, the Scheduled Closing Time on the Exchange in respect of such Index Component

and (y) in respect of any options contracts or futures contracts on the relevant Commodity Index, the close of trading on the Related Exchange, and (B) in all other circumstances, the time at which the official closing level of the Commodity Index is calculated and published by the Index Sponsor. If, for the purposes of sub-paragraph (A) above, the relevant Exchange closes prior to its Scheduled Closing Time and the specified Observation Time is after the actual closing time for its regular trading session, then the Observation Time shall be such actual closing time.

“Postponement” means, in respect of a Commodity, that the relevant Pricing Date will be deemed, for purposes of the application of this Disruption Fallback, to be the first succeeding Commodity Business Day or Bullion Business Day, as applicable, on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist for two consecutive Commodity Business Days or Bullion Business Days, as applicable (measured from and including the original day that would otherwise have been the Pricing Date). In that case, the next applicable Disruption Fallback specified in the relevant Final Terms will apply. If, as a result of a postponement pursuant to this provision, a Commodity Reference Price is unavailable to determine the Final Redemption Amount by the date falling two Business Days prior to the Scheduled Maturity Date, then the Maturity Date will be postponed by the same number of Commodity Business Days or Bullion Business Days, as the case may be, as was the determination of each Commodity Reference Price, provided that the Maturity Date shall not be any earlier than the second Business Day after the date that the Commodity Reference Price of the Affected Commodity is determined in accordance with the provisions of these Commodity Conditions.

“Price Materiality Percentage” means the percentage (if any) specified in the relevant Final Terms.

“Price Source” means, in respect of a Commodity, the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Commodity Reference Price (or prices from which the Commodity Reference Price is calculated) specified in the relevant Final Terms.

“Price Source Disruption” means, in respect of a Commodity, (i) the failure of the relevant Price Source to announce or publish the relevant Reference Value (or the information necessary for determining the Reference Value of such Commodity), (ii) the temporary or permanent discontinuance or unavailability of the Price Source, (iii) if the Reference Value is specified as “Commodity Reference Dealers”, the failure to obtain at least three quotations as requested from the relevant Reference Dealers or (iv) if a Price Materiality Percentage is specified in the relevant Final Terms, the Specified Price for the relevant Commodity Reference Price differs from the Specified Price determined in accordance with the Commodity Reference Price “Commodity Reference Dealers” by such Price Materiality Percentage.

“Pricing Date” means any Observation Date or any Averaging Date.

“Reference Dealers” means the four leading dealers in the relevant market selected by the Calculation Agent.

“Reference Value” means:

- (i) in respect of a Commodity, an amount equal to the price determined on any day for the specified Commodity Reference Price on the relevant date as determined by or on behalf of the Calculation Agent or if, in the opinion of the Calculation Agent, no such price can be determined for the specified Commodity Reference Price at such time, the price for the specified Commodity Reference Price shall be the Calculation Agent’s good faith estimate of the price for the specified Commodity Reference Price; and

- (ii) in respect of a Commodity Index, the official level of the Commodity Index published by the Index Sponsor on the relevant date, in each case, as determined by the Calculation Agent or, if no such level can be determined at the relevant time, the Calculation Agent's estimate in good faith of the level of the Commodity Index at the relevant time.

“Related Exchange” means, in relation to a Commodity Index, each exchange or quotation system specified as such in relation to such Commodity Index in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Commodity Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Commodity Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where “All Exchanges” is specified as the Related Exchange in the relevant Final Terms, “Related Exchange” shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Commodity Index.

“Relevant Currency” means, in respect of a Commodity Reference Price, the currency specified in the relevant Final Terms.

“Relevant Price” means, for any Pricing Date, the price, expressed as a price per Commodity Unit determined in respect of that day for the specified Commodity Reference Price.

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

“Scheduled Trading Day” means:

- (i) where the relevant Commodity Index is not a Multi-Exchange Index, any day on which an Index Exchange is scheduled to be open for trading for its respective regular trading sessions; and
- (ii) where the relevant Commodity Index is not a Multi-Exchange Index, any day (A) on which the Index Sponsor is scheduled to publish the level of that Commodity Index and (B) each Related Exchange is scheduled to be open for trading for its respective regular trading sessions.

“Single Commodity” means, if specified as the Underlying in the relevant Final Terms, that the Notes relate to a single Commodity.

“Single Commodity Index” means, if specified as the Underlying in the relevant Final Terms, that the Notes relate to a single Commodity Index.

“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), as specified in the relevant Final Terms (and, if applicable, as of the time so specified): (i) the high price; (ii) the low price; (iii) the average of the high price and the low price; (iv) the closing price; (v) the opening price; (vi) the bid price; (vii) the asked price; (viii) the average of the bid price and the asked price; (ix) the settlement price; (x) the official settlement price; (xi) the official price; (xii) the morning fixing; (xiii) the afternoon fixing; (x) the spot price or (xiv) any other price specified in the relevant Final Terms.

“Tax Disruption” means, in respect of a Commodity, the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to the relevant Commodity 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 Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Value on the day that would otherwise be a Pricing Date from what it would have been without that imposition, change or removal.

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

“**Trading Disruption**” means, in respect of a Commodity, the material suspension of, or the material limitation imposed on, trading in the relevant Futures Contract or such Commodity on the relevant Exchange. For these purposes:

- (i) a suspension of the trading in the relevant Futures Contract or Commodity on any Commodity Business Day or Bullion Business Day, as applicable, shall be deemed to be material only if:
 - (A) all trading in the relevant Futures Contract or the Commodity is suspended for the entire Pricing Date; or
 - (B) all trading in the relevant Futures Contract or the Commodity is suspended subsequent to the opening of trading on the Pricing Date, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract or such Commodity on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and
- (ii) a limitation of trading in the relevant Futures Contract or Commodity on any Commodity Business Day or Bullion Business Day, as applicable, shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the relevant Futures Contract or Commodity may fluctuate and the closing or settlement price of the relevant Futures Contract or Commodity on such day is at the upper or lower limit of that range.

“**Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of an Observation Date, does not or is not deemed to occur.

“**Weighting**” means, in respect of a Commodity, the proportion, expressed as a percentage, of such Commodity or to the Basket of Commodities and, in respect of a Commodity Index, the proportion, expressed as a percentage, of such Commodity Index to the Basket of Commodity Indices, as specified in the relevant Final Terms.

(b) **Commodity Descriptions**

Each of the following shall be a “**Commodity Description**”:

“**Aluminium – COMEX**” means high grade primary aluminium complying with the contract specifications of COMEX relating to good delivery and fineness from time to time in effect.

“**Aluminium – LME**” means high grade primary aluminium complying with the contract specifications of the LME relating to good delivery and fineness from time to time in effect.

“**Copper – COMEX**” means high grade copper complying with the contract specifications of COMEX relating to good delivery and fineness from time to time in effect.

“**Copper – LME**” means high grade copper complying with the Copper Grade A contract specifications of the LME relating to good delivery and fineness from time to time in effect.

“**Corn**” means deliverable grade corn complying with the contract specifications of the CBOT relating to good delivery and fineness from time to time in effect.

“**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.

“**Natural Gas – HENRY HUB – NYMEX**” means natural gas complying with the Henry Hub Natural Gas futures contract specifications of NYMEX relating to good delivery and fineness from time to time in effect.

“**Natural Gas – NYMEX**” means natural gas complying with the contract specifications of NYMEX relating to good delivery and fineness from time to time in effect.

“**NYMEX**” means the NYMEX Division, or its successor, of the New York Mercantile Exchange, Inc. or its successor.

“**Oil – Brent**” means Brent crude oil complying with the contract specifications of ICE relating to good delivery and fineness from time to time in effect.

“**Oil – WTI**” means West Texas Intermediate light sweet crude oil complying with the contract specifications of NYMEX relating to good delivery and fineness from time to time in effect.

“**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.

“**Platinum**” means platinum 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.

“**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.

“**Sugar – LIFFE**” means deliverable grade white sugar complying with the contract specifications of EURONEXT LIFFE relating to good delivery and fineness from time to time in effect.

“**Sugar – NYBOT**” means deliverable grade cane sugar complying with the contract specifications of NYBOT relating to good delivery and fineness from time to time in effect.

3 Adjustments to Observation Dates

(a) *Commodity Linked Notes*

In respect of Commodity Linked Notes, if an Observation Date is not a Commodity Business Day or Bullion Business Day, as the case may be, such Observation Date will be deemed to be the immediately succeeding Commodity Business Day or Bullion Business Day, as the case may be, unless “Disrupted Day” is specified as applicable in the relevant Final Terms and, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day:

- (i) where the Notes relate to a Single Commodity, the Observation Date shall be a date determined by the Calculation Agent, in its sole and absolute discretion, in accordance with the Disruption Fallbacks; and
- (ii) where the Notes relate to a Basket of Commodities, the Observation Date for each Commodity not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date, and the Observation Date for each Commodity affected by the occurrence of a Disrupted Day shall be a date determined by the Calculation Agent, in its sole and absolute discretion, in accordance with the first applicable Disruption Fallback specified in the relevant Final Terms (each an “Affected Commodity”).

(b) **Commodity Index Linked Notes**

In respect of Commodity Index Linked Notes, if an Observation Date is not a Scheduled Trading Day, such Observation Date will be deemed to be the immediately succeeding Scheduled Trading Day, as the case may be, unless “Disrupted Day” is specified as applicable in the relevant Final Terms and, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day:

- (i) where the Notes relate to a Single Commodity Index, the relevant Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day. In that case the eighth Scheduled Trading Day shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day; and
- (ii) where the Notes relate to a Basket of Commodity Indices, the Observation Date for each Commodity Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date, and the Observation Date for each Commodity Index affected by the occurrence of a Disrupted Day (each an “**Affected Commodity Index**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Commodity Index unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to the Affected Commodity Index. In that case the eighth Scheduled Trading Day shall be deemed to be the Observation Date for the Affected Commodity Index, notwithstanding the fact that such day is a Disrupted Day.

4 Adjustments to Averaging Dates

If the Calculation Agent determines that any Averaging Date is a Disrupted Day:

- (a) if “Omission” is specified in the relevant Final Terms, such Averaging Date will be deemed not to be an Averaging Date for purposes of determining the relevant Reference Value, provided that, if through the operation of this provision there would not be an Averaging Date in respect of an Observation Date, Commodity Condition 4(b) will apply for the purposes of determining the Reference Value for the final Averaging Date in respect of such Observation Date as if such final Averaging Date were an Observation Date that was a Disrupted Day;
- (b) if “Postponement” is specified in the relevant Final Terms, this Commodity Condition 4(b) will apply for the purpose of determining the relevant Reference Value for that Averaging Date as if such Averaging Date were an Observation Date that was a Disrupted Day and “Postponement” was the only specified Disruption Fallback, irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date; and
- (c) if “Modified Postponement” is specified in the relevant Final Terms, then:
 - (i) where the Notes relate to a Single Commodity or Single Commodity Index, the relevant Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Observation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall, where practicable, determine the Reference Value for that Averaging Date in accordance with Commodity Condition 4(b); or

- (ii) where the Notes relate to a Basket of Commodities or Basket of Commodity Indices, the Averaging Date for each Commodity not affected by the occurrence of a Disrupted Day shall be the date specified in the relevant Final Terms as an Averaging Date, and the Averaging Date for each Commodity or Commodity Index affected by the occurrence of a Disrupted Day (each an “**Affected Commodity/Commodity Index**”) shall be the first succeeding Valid Date in relation to such Affected Commodity/Commodity Index. If the first succeeding Valid Date in respect of the Affected Commodity/Commodity Index has not occurred as of the Observation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date would have been the final Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in respect of the Affected Commodity/Commodity Index, and (B) the Calculation Agent shall determine the Reference Value for that Averaging Date in accordance with Commodity Condition 4(b).

5 Additional Disruption Events, Adjustments for Commodity Linked Notes in respect of Commodities in European Currencies, Correction of Reference Value and Adjustments to a Commodity Index

(a) *Additional Disruption Events*

If Additional Disruption Events are specified as applicable in the relevant Final Terms, then, if an Additional Disruption Event occurs:

- (i) the Calculation Agent will determine, in its sole and absolute discretion, the appropriate adjustment, if any, to be made to any one or more of the General Conditions relating to interest and/or redemption and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the relevant Final Terms, and/or remove and/or substitute the relevant Commodity, to account for the Additional Disruption Event and determine the effective date of that adjustment; or
- (ii) by giving notice to Noteholders in accordance with General Condition 17, the Issuer, in its sole and absolute discretion, may redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice, as soon as practicable, to the Noteholders in accordance with General Condition 17 stating the occurrence of the Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

(b) *Adjustments for Commodity Linked Notes in respect of Commodities quoted in European Currencies*

In respect of Commodity Linked Notes relating to Commodities originally quoted, listed and/or dealt as of the Trade Date in a currency of a member state of the European Union that has not adopted the single currency in accordance with the Treaty, if such Commodities are at any time after the Trade Date quoted, listed and/or dealt exclusively in euro on the relevant Exchange and/or Price Source, then the Calculation Agent will adjust any one or more of the Final Redemption Amount and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the relevant Final Terms as the Calculation Agent determines in its sole and absolute discretion to be appropriate to preserve the economic terms of the Notes. The Calculation Agent will make any conversion necessary for purposes of any such adjustment as of the Observation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Observation Time. No adjustments under this

Commodity Condition 5(b) will affect the currency denomination of any payment obligation arising out of the Notes.

(c) ***Correction of the Reference Value***

If the Calculation Agent determines, in respect of any Reference Value, 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 Notes is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three Business Days after the original publication or announcement, the Calculation Agent will 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 Notes is required to account for such correction. If the Calculation Agent determines that an adjustment to the terms and conditions is required, the Issuer will, as soon as reasonably practicable, adjust the terms and conditions of the Notes to account for such correction.

(d) ***Adjustments to a Commodity Index***

(i) Successor Commodity Index Sponsor Calculates and Reports a Commodity Index

If a relevant Commodity Index is (A) not calculated and announced by the Commodity Index Sponsor but is calculated and announced by a successor sponsor (the “**Successor Index Sponsor**”) acceptable to the Issuer or (B) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Commodity Index, then in each case that index (the “**Successor Index**”) will be deemed to be the Commodity Index.

(ii) Modification and Cessation of Calculation of a Commodity Index

If on or prior to a Pricing Date (A) the relevant Index Sponsor makes a material change in the formula for that Commodity Index (other than a modification prescribed in that formula or method to maintain that Commodity Index in the event of changes in constituent commodities and weightings and other routine events), or (B) the Index Sponsor permanently cancels a relevant Commodity Index or (C) the Index Sponsor fails to calculate and announce a relevant Commodity Index and there is no Successor Index Sponsor or Successor Index then the Calculation Agent may at its option (in the case of (A)) and shall (in the case of (B) and (C)) (such events (A), (B) and (C) to be collectively referred to as “**Commodity Index Adjustment Events**”) calculate the Commodity Reference Value using in lieu of the published price or level for that Commodity Index as at the relevant determination date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Commodity Index last in effect prior to the relevant Commodity Index Adjustment Event, but using only those futures contracts that comprised that Commodity Index immediately prior to the relevant Commodity Index Adjustment Event (other than those futures contracts that have ceased to be listed on any relevant exchange).

(iii) Corrections to a Commodity Index

If the price or level of a relevant Commodity Index published on any Pricing Date (or, if different, the day on which the price or level for that Pricing Date would, in the ordinary course, be published by the Price Source) by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor and which is utilised for any calculation or determination made for the purposes of the Commodity Linked Notes (a “**Relevant Calculation**”) is subsequently

corrected and the correction (the “**Corrected Index Level**”) published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor no later than two Business Days prior to the date of payment of any amount to be calculated by reference to the Relevant Calculation then such Corrected Index Level shall be deemed to be the relevant level for such Commodity Index on such Pricing Date (or, if different, the day on which the price or level for that Pricing Date would, in the ordinary course, be published by the Price Source) and the Calculation Agent shall use such Corrected Index Level in determining the relevant price or level.

ANNEX II: EQUITY LINKED NOTES

1 Incorporation and Interpretation

If “Equity Linked Notes” are specified as applicable in the relevant Final Terms, the terms and conditions applicable to such Equity Linked Notes shall comprise (a) the General Conditions and (b) these Equity Conditions, which will be subject to completion by the relevant Final Terms. In the event of any inconsistency between the General Conditions and the Equity Conditions, the Equity Conditions shall prevail.

2 Definitions Applicable to Equity Linked Notes

“**Additional Disruption Event**” means any of Change in Law, Hedging Disruption or Increased Cost of Hedging, Insolvency Filing, in each case if specified as applicable in the relevant Final Terms.

“**Basket of Equities**” means a basket composed of the Equities specified in the relevant Final Terms in the Weighting specified in the relevant Final Terms, subject to adjustment in accordance with Equity Condition 5.

“**Change in Law**” means that, on or after the Trade Date of any Notes (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law) or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer and/or any of its Affiliates determines in good faith that (i) it has become illegal to hold, acquire or dispose of Equities relating to its hedge position in respect of such Notes or (ii) it will incur a materially increased cost in performing its obligations under such Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefits or other adverse effect on its tax position).

“**Clearance System**” means, in respect of an Equity where physical delivery is applicable, the principal domestic clearance system customarily used for settling trades in such Equity or any successor to such clearance system as determined by the Calculation Agent, or such other clearance system specified in the relevant Final Terms or any successor to such clearance system as determined by the Calculation Agent.

“**Clearance System Business Days**” means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

“**DA Equity**” or “**DA Equities**” means the share(s) or other securities which are the subject of the Deposit Agreement.

“**DA Equity Issuer**” means the issuer of the DA Equities.

“**Delisting**” means, in respect of any relevant Equities, the Exchange announces that, pursuant to the rules of such Exchange, such Equities cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).

“**Deposit Agreement**” means, in relation to the Equities, the agreements or other instruments constituting the Equities, as from time to time amended or supplemented in accordance with their terms.

“**Depositary**” means, where the relevant Final Terms specifies that either the “Partial Lookthrough Depositary Receipt Provisions” or the “Full Lookthrough Depositary Receipt Provisions” shall apply to an Equity, the issuer of the Equities or any successor issuer of the Equities from time to time.

“Disrupted Day” means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

“DR Amendment” means, in respect of the definitions of Merger Event, Tender Offer, Nationalisation, Insolvency, Delisting, Insolvency Filing, Change in Law, any other Additional Disruption Event specified as applicable in the relevant Final Terms (in respect of Exempt Notes), Exchange Disruption, Market Disruption Event and Trading Disruption, that the following changes shall be made to such definition or provision where provided for in these Equity Conditions: (a) all references to “Equities” shall be deleted and replaced with the words “Equities and/or the Underlying Equities”; and (b) all references to “Equity Issuer” shall be deleted and replaced with the words “Equity Issuer or DA Equity Issuer, as appropriate”.

“Early Closure” means the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange(s) at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange or Related Exchange(s) on such Exchange Business Day and (b) the submission deadline for orders to be entered into the relevant Exchange or Related Exchange system for execution at the relevant Observation Time on such Exchange Business Day.

“Equity” means each share or share-like instrument specified in the relevant Final Terms, subject to adjustment in accordance with Equity Condition 5.

“Equity Issuer” means, in respect of an Equity, the issuer of such Equity.

“ETN Early Redemption” means on or after the Trade Date of the Notes, the Equities are redeemed in full prior to their scheduled maturity date for any reason in accordance with the terms and conditions of the Equities.

“ETN Event of Default” means on or after the Trade Date of the Notes, any event of default occurs under the terms and conditions of the Equities.

“Exchange” means, in respect of an Equity, each exchange or quotation system specified as such for such Equity in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Equity on such temporary substitute exchange or quotation system as on the original Exchange).

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

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

“Hedging Disruption” means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations in respect of the Notes or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“Increased Cost of Hedging” means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee

(other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations in respect of the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s) provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

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

“Insolvency Filing” means that the Equity Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Equity Issuer shall not be deemed an Insolvency Filing.

“Market Disruption Event” means, in respect of an Equity, the occurrence or existence of (a) a Trading Disruption, (b) Exchange Disruption which in either case the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Observation Time, as the case may be, or (c) an Early Closure.

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

“Merger Event” means, in respect of any relevant Equities, any (a) reclassification or change of such Equities that results in a transfer of or an irrevocable commitment to transfer all of such Equities outstanding to another entity or person, (b) consolidation, amalgamation, merger or binding share exchange of an Equity Issuer, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Equity Issuer is the continuing entity and which does not result in a reclassification or change of all of such Equities outstanding), (c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Equities of the Equity Issuer that results in a transfer of or an irrevocable commitment to transfer all such Equities (other than such Equities owned or controlled by such other entity or person), or (d) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer or its subsidiaries with or into another entity in which the Equity Issuer is the continuing entity and which does not result in a reclassification or change of all such Equities outstanding but results in the outstanding Equities (other than Equities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Equities immediately following such event, in each case if the Merger Date is on or before the Observation Date or, if the Notes are to be redeemed by delivery of Equities, the Maturity Date.

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

“Observation Time” means the Scheduled Closing Time on the relevant Exchange on the relevant date in relation to each Equity to be valued or such other time specified in the relevant Final Terms. If the relevant

Exchange closes prior to its Scheduled Closing Time and the specified Observation Time is after the actual closing time for its regular trading session, then the Observation Time shall be such actual closing time.

“Potential Adjustment Event” means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Equities (unless resulting in a Merger Event), or a free distribution or dividend of any such Equities to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of the relevant Equities specified in the relevant Final Terms of (i) such Equities, (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer equally or proportionately with such payments to holders of such Equities, (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (c) an extraordinary dividend (determined by the Calculation Agent, in its sole and absolute discretion, whether such dividend is extraordinary);
- (d) a call by an Equity Issuer in respect of relevant Equities that are not fully paid;
- (e) a repurchase by an Equity Issuer or any of its subsidiaries of relevant Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (f) in respect of an Equity Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Equity Issuer, 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, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; and
- (g) any other event having, in the opinion of the Calculation Agent, a dilutive, concentrative or other effect on the theoretical value of the relevant Equities.

“Reference Value” means, in respect of an Equity:

- (a) if “Opening” is specified in the relevant Final Terms, the official opening price of the Equity published or announced by the Exchange on the relevant date;
- (b) if “Closing” is specified in the relevant Final Terms, the official closing price of the Equity published or announced by the Exchange on the relevant date; and
- (c) if “Specified Time” is specified in the relevant Final Terms, the official price of the Equity at the Specified Time published or announced by the Exchange on the relevant date,

in each case, as determined by the Calculation Agent or, if no such price can be determined at the relevant time, the Calculation Agent’s estimate in good faith of the level of the Equity at the relevant time.

“Related Exchange” means, in relation to an Equity, each exchange or quotation system specified as such in relation to such Equity in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Equity on such temporary substitute

exchange or quotation system as on the original Related Exchange), provided that where “All Exchanges” is specified as the Related Exchange in the relevant Final Terms, “Related Exchange” shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Equity.

“**Replacement DRs**” means depositary receipts other than the Equities over the same DA Equities.

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

“**Scheduled Trading Day**” means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“**Settlement Cycle**” means, in respect of an Equity, the period of Clearance System Business Days following a trade in such Equities on the Exchange in which settlement will customarily occur according to the rules of the Exchange and, in respect of an Exchange-traded contract that relates to such Equity, the period of Exchange Business Days following a trade in such Exchange-traded contract on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

“**Single Equity**” means, if specified as the Underlying in the relevant Final Terms, that the Notes relate to a single Equity.

“**Tender Offer**” means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Equity 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.

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

“**Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of an Observation Date does not or is not deemed to occur.

“**Weighting**” means in relation to an Equity, the proportion, expressed as a percentage, of such Equity to the Basket of Equities, as specified in the relevant Final Terms.

3 Adjustments to Observation Dates

If an Observation Date is not a Scheduled Trading Day, such Observation Date will be deemed to be the immediately succeeding Scheduled Trading Day unless “Disrupted Day” is specified as applicable in the relevant Final Terms and, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day:

- (a) where the Notes relate to a Single Equity, the relevant Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day. In that case the eighth Scheduled Trading Day shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day; and

- (b) where the Notes relate to a Basket of Equities, the Observation Date for each Equity not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date, and the Observation Date for each Equity affected by the occurrence of a Disrupted Day (each an “**Affected Equity**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Equity unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to the Affected Equity. In that case the eighth Scheduled Trading Day shall be deemed to be the Observation Date for the Affected Equity, notwithstanding the fact that such day is a Disrupted Day.

4 Adjustments to Averaging Dates

If “Disrupted Day” is specified as applicable in the relevant Final Terms, and if the Calculation Agent determines that any Averaging Date is a Disrupted Day:

- (a) if “Omission” is specified in the relevant Final Terms, such Averaging Date will be deemed not to be an Averaging Date for purposes of determining the relevant Reference Value, provided that, if through the operation of this provision there would not be an Averaging Date in respect of an Observation Date, Equity Condition 3 will apply for the purposes of determining the Reference Value for the final Averaging Date in respect of such Observation Date as if such final Averaging Date were an Observation Date that was a Disrupted Day;
- (b) if “Postponement” is specified in the relevant Final Terms, Equity Condition 3 will apply for the purpose of determining the relevant Reference Value for that Averaging Date as if such Averaging Date were an Observation Date that was a Disrupted Day, irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date; and
- (c) if “Modified Postponement” is specified in the relevant Final Terms, then:
 - (i) where the Equity Linked Notes relate to a Single Equity, the relevant Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Observation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall, where practicable, determine the Reference Value for that Averaging Date in accordance with Equity Condition 3; and
 - (ii) where the Notes relate to a Basket of Equities, the Averaging Date for each Equity not affected by the occurrence of a Disrupted Day shall be the date specified in the relevant Final Terms as an Averaging Date, and the Averaging Date for each Equity affected by the occurrence of a Disrupted Day (each an “**Affected Equity**”) shall be the first succeeding Valid Date in relation to such Affected Equity. If the first succeeding Valid Date in respect of the Affected Equity has not occurred as of the Observation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date would have been the final Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in respect of the Affected Equity, and (B) the Calculation Agent shall determine the Reference Value for that Averaging Date in accordance with Equity Condition 3.

5 Potential Adjustment Events, Delisting, Merger Event, Tender Offer, Nationalisation and Insolvency, Additional Disruption Events and Adjustments for Equity Linked Notes in respect of Equities quoted in European Currencies

- (a) Following the declaration by an Equity Issuer of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the Equities and, if so:
 - (i) the Calculation Agent will determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the General Conditions relating to interest and/or redemption and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the relevant Final Terms, and/or remove and/or substitute the affected Equity, to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Equity), and determine the effective date of that adjustment; or
 - (ii) by giving notice to Noteholders in accordance with General Condition 17, the Issuer in its sole and absolute discretion may redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount.

If the provisions of Equity Condition 5(a)(i) apply, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Equities traded on that options exchange.

Upon the making of an adjustment pursuant to Equity Condition 5(a)(i) by the Calculation Agent, the Issuer shall, as soon as practicable thereafter, give notice to Noteholders in accordance with General Condition 17 stating any adjustments made, together with brief details of the Potential Adjustment Event, provided that any failure to give such notice will not affect the validity of such adjustment.

- (b) Following the occurrence of a Delisting, Merger Event, Nationalisation, Insolvency or a Tender Offer, in each case, in relation to an Equity:
 - (i) the Calculation Agent will determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the General Conditions relating to interest and/or redemption and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the relevant Final Terms, and/or remove and/or substitute the affected Equity, to account for the Delisting, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment; or
 - (ii) by giving notice to Noteholders in accordance with General Condition 17, the Issuer in its sole and absolute discretion may redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount.

If the provisions of Equity Condition 5(b)(i) apply, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the Delisting, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, made by an options exchange to options on the Equities traded on that options exchange.

Upon the occurrence (if applicable) of a Delisting, Merger Event, Tender Offer, Nationalisation or Insolvency, the Issuer shall, as soon as practicable thereafter, give notice to Noteholders in accordance with General Condition 17 stating the occurrence of the Delisting, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, giving details thereof and the action proposed to be

taken in relation thereto, provided that any failure to give such notice will not affect the validity of any such action to be taken.

- (c) If Additional Disruption Events are specified as applicable in the relevant Final Terms, then, if an Additional Disruption Event occurs:
 - (i) the Calculation Agent will determine, in its sole and absolute discretion, the appropriate adjustment, if any, to be made to any one or more of the General Conditions relating to interest and/or redemption and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the relevant Final Terms, and/or remove and/or substitute the affected Equity, to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) by giving notice to Noteholders in accordance with General Condition 17, the Issuer, in its sole and absolute discretion, may redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice, as soon as practicable, to the Noteholders in accordance with General Condition 17 stating the occurrence of the Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

(d) ***Adjustments for Equity Linked Notes in respect of Equities quoted in European Currencies***

In respect of Equity Linked Notes relating to Equities originally quoted, listed and/or dealt as of the Trade Date in a currency of a member state of the European Union that has not adopted the single currency in accordance with the Treaty, if such Equities are at any time after the Trade Date quoted, listed and/or dealt exclusively in euro on the relevant Exchange or, where no Exchange is specified in the relevant Final Terms, the principal market on which those Equities are traded, then the Calculation Agent will adjust any one or more of the Final Redemption Amount and/or the Asset Amount and/or the Strike Value and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the relevant Final Terms as the Calculation Agent determines in its sole and absolute discretion to be appropriate to preserve the economic terms of the Notes. The Calculation Agent will make any conversion necessary for purposes of any such adjustment as of the Observation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Observation Time. No adjustments under this Equity Condition 5(d) will affect the currency denomination of any payment obligation arising out of the Notes.

- (e) If “ETN Event of Default” or “ETN Early Redemption Event” is specified as applicable in the relevant Final Terms, then, following the occurrence of an ETN Event of Default or ETN Early Redemption, as applicable, in each case, in relation to the Equity:
 - (i) the Calculation Agent will determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the General Conditions relating to interest and/or redemption and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the relevant Final Terms, and/or remove and/or substitute the affected Equity, to account for the ETN Event of Default or ETN Early Redemption, as applicable, as the case may be, and determine the effective date of that adjustment; or
 - (ii) by giving notice to Noteholders in accordance with General Condition 17, the Issuer in its sole and absolute discretion may redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount.

If the provisions of Equity Condition 5(e)(i) apply, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the ETN Event of Default or ETN Early Redemption, as applicable, as the case may be, made by an options exchange to options on the Equities traded on that options exchange.

Upon the making of an adjustment pursuant to Equity Condition 5(e)(i) by the Calculation Agent, the Issuer shall, as soon as practicable thereafter, give notice to Noteholders in accordance with General Condition 17 stating any adjustments made, together with brief details of the ETN Event of Default or ETN Early Redemption, as applicable, provided that any failure to give such notice will not affect the validity of such adjustment.

(f) ***Correction of the Reference Value***

In the event that any price or level published by an Exchange which is utilised for any calculation or determination made under the Notes is subsequently corrected, the Calculation Agent will in its sole and absolute discretion, adjust the terms of the Notes to account for such correction, provided that such correction is published and made available to the public by the relevant Exchange during a period following original publication equal in duration to the period in which a trade in the Equity would customarily settle according to the rules of such Exchange, and further provided, that such publication of such correction is made sufficiently (in the sole and absolute discretion of the Calculation Agent) in advance of the Maturity Date or the Specified Interest Payment Date to make such adjustment prior to the Maturity Date or the relevant Specified Interest Payment Date, as the case may be.

6 Partial Lookthrough Depositary Receipt Provisions

- (a) Where the relevant Final Terms specify that the “Partial Lookthrough Depositary Receipt Provisions” shall apply to an Equity, then the provisions set out in this Equity Condition 6 shall apply, and, in relation to such Equity, the other provisions of this Equity Condition 6 shall be deemed to be amended and modified as set out in this Equity Condition 6.
- (b) The definition of “Potential Adjustment Event” shall be amended so that it reads as follows:

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

- (i) a subdivision, consolidation or reclassification of relevant Equities and/or DA Equities (unless resulting in a Merger Event), or a free distribution or dividend of any such Equities and/or DA Equities to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Equities and/or DA Equities of (I) such Equities and/or DA Equities, (II) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer or DA Equity Issuer, as appropriate, equally or proportionately with such payments to holders of such Equities and/or DA Equities, (III) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer or DA Equity Issuer, as appropriate, as a result of a spin-off or other similar transaction or (IV) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend (determined by the Calculation Agent, in its sole and absolute discretion, whether such dividend is extraordinary);
- (iv) a call by an Equity Issuer or DA Equity Issuer, as appropriate, in respect of relevant Equities and/or DA Equities that are not fully paid;

- (v) a repurchase by an Equity Issuer or DA Equity Issuer, as appropriate, or any of its subsidiaries of relevant Equities and/or DA Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of an Equity Issuer or DA Equity Issuer, as appropriate, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Equity Issuer or DA Equity Issuer, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights;
- (vii) any other event having, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Equities and/or DA Equities; and
- (viii) the making of any amendment or supplement to the terms of the Deposit Agreement,

provided that an event under paragraphs (i) to (vii) (inclusive) above in respect of DA Equities shall not constitute a Potential Adjustment Event unless, in the opinion of the Calculation Agent, such event has a diluting or concentrative effect on the theoretical value of the Equities.”

(c) If the Calculation Agent determines that:

- (i) an event under paragraphs (i) to (vii) (inclusive) of the definition of “Potential Adjustment Event” has occurred in respect of any DA Equities; or
- (ii) an event under paragraph (viii) of the definition of “Potential Adjustment Event” has occurred, the Calculation Agent will determine whether such Potential Adjustment Event has an economic effect on the Notes,

and, in each case, the Calculation Agent will make the corresponding adjustment(s), if any, to one or more of any variable relevant to the exercise, settlement, payment or other terms of these Terms and Conditions and/or the relevant Final Terms as the Calculation Agent determines appropriate to account for (I) in respect of an event under paragraphs (i) to (vii) (inclusive) of the definition of “Potential Adjustment Event”, the diluting or concentrative effect on the theoretical value of the Equities, and (II) in respect of an event under paragraph (viii) of the definition of “Potential Adjustment Event”, such economic effect on the Notes, as the case may be (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Equity), following the Potential Adjustment Event. The Calculation Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Noteholders that the relevant consequence shall be the early redemption of the Notes, in which case, on such date as selected by the Calculation Agent in its sole and absolute discretion, the Issuer shall redeem the Notes upon prior notice made to the Noteholders, and the Issuer will cause to be paid to each Noteholder in respect of each Note held by it an amount equal to the Early Redemption Amount of such Notes.

- (d) The definitions of “Merger Event” and “Tender Offer” shall be amended in accordance with the DR Amendment.
- (e) If the Calculation Agent determines that a Merger Event or Tender Offer has occurred in respect of any DA Equity, then, where the Calculation Agent makes an adjustment to these Terms and Conditions

and/or the relevant Final Terms in connection with a Merger Event or Tender Offer, the Calculation Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.

- (f) The definitions of “Nationalisation”, “Insolvency” and “Delisting” shall be amended in accordance with the DR Amendment.
- (g) Notwithstanding anything to the contrary in the definition of “Delisting”, a Delisting shall not occur in respect of any DA Equity if such DA Equities are immediately re-listed, re-traded or re-quoted on an exchange or quotation system regardless of the location of such exchange or quotation system.
- (h) If the Calculation Agent determines that a Nationalisation or Insolvency has occurred in respect of an Equity or the Depositary, then, notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs and may make any appropriate adjustments to the terms of these Terms and Conditions and/or the relevant Final Terms. In such case, the Issuer shall not redeem the Notes early and, following such replacement, references to Equities herein shall be replaced by references to such Replacement DRs, and the Calculation Agent will determine the effective date of any adjustments.
- (i) If the Calculation Agent determines that a Delisting of Equities has occurred or if the Depositary announces that the Deposit Agreement is (or will be) terminated, then, notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs or the DA Equities and may make any appropriate adjustments to the terms of these Terms and Conditions and/or the relevant Final Terms. In such case, the Issuer shall not redeem the Notes early and, following such replacement, references to Equities herein shall be replaced by references to such Replacement DRs or the DA Equities, as applicable, and the Calculation Agent will determine the effective date of any adjustments.
- (j) The definition of “Insolvency Filing” shall be amended in accordance with the DR Amendment.
- (k) The definition of “Change in Law” shall be amended in accordance with the DR Amendment.

For the avoidance of doubt, where a provision is amended pursuant to this Equity Condition 6 in accordance with the DR Amendment, if the event described in such provision occurs in respect of the DA Equities or the DA Equity Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

7 Full Lookthrough Depositary Receipt Provisions

- (a) Where the relevant Final Terms specify that the “Full Lookthrough Depositary Receipt Provisions” shall apply to an Equity, then the provisions set out in this Equity Condition 7 shall apply, and, in relation to such Equity, the other provisions of this Equity Condition 7 shall be deemed to be amended and modified as set out in this Equity Condition 7.
- (b) The definition of “Potential Adjustment Event” shall be amended so that it reads as follows:

“Potential Adjustment Event” means any of the following:

 - (i) a subdivision, consolidation or reclassification of relevant Equities and/or DA Equities (unless resulting in a Merger Event), or a free distribution or dividend of any such Equities and/or DA Equities to existing holders by way of bonus, capitalisation or similar issue;
 - (ii) a distribution, issue or dividend to existing holders of the relevant Equities and/or DA Equities specified in the relevant Final Terms of (I) such Equities and/or DA Equities, (II) other share

capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer or DA Equity Issuer, as appropriate, equally or proportionately with such payments to holders of such Equities and/or DA Equities, (III) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer or DA Equity Issuer, as appropriate, as a result of a spin-off or other similar transaction or (IV) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

- (iii) an extraordinary dividend (determined by the Calculation Agent, in its sole and absolute discretion, whether such dividend is extraordinary);
- (iv) a call by an Equity Issuer or DA Equity Issuer, as appropriate, in respect of relevant Equities and/or DA Equities that are not fully paid;
- (v) a repurchase by an Equity Issuer or DA Equity Issuer, as appropriate, or any of its subsidiaries of relevant Equities and/or DA Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of an Equity Issuer or DA Equity Issuer, as appropriate, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Equity Issuer or DA Equity Issuer, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights;
- (vii) any other event having, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Equities and/or DA Equities; and
- (viii) the making of any amendment or supplement to the terms of the Deposit Agreement,

provided that an event under paragraphs (i) to (vii) (inclusive) above in respect of DA Equities shall not constitute a Potential Adjustment Event unless, in the opinion of the Calculation Agent, such event has a diluting or concentrative effect on the theoretical value of the Equities.”

(c) If the Calculation Agent determines that:

- (i) an event under paragraphs (i) to (vii) (inclusive) of the definition of “Potential Adjustment Event” has occurred in respect of any DA Equities; or
- (ii) an event under paragraph (viii) of the definition of “Potential Adjustment Event” has occurred, the Calculation Agent will determine whether such Potential Adjustment Event has an economic effect on the Notes;

and, in each case, the Calculation Agent will make the corresponding adjustment(s), if any, to one or more of any variable relevant to the exercise, settlement, payment or other terms of these Terms and Conditions and/or the relevant Final Terms as the Calculation Agent determines appropriate to account for (I) in respect of an event under paragraphs (i) to (vii) (inclusive) of the definition of “Potential Adjustment Event”, the diluting or concentrative effect on the theoretical value of the Equities, and (II) in respect of an event under paragraph (viii) of the definition of “Potential Adjustment Event”, such economic effect on the Notes, as the case may be (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the

relevant Equity) following the Potential Adjustment Event. The Calculation Agent shall (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Noteholders that the relevant consequence shall be the early redemption of the Notes, in which case, on such date as selected by the Calculation Agent in its sole and absolute discretion, the Issuer shall redeem the Notes upon prior notice made to the Noteholders, and the Issuer will cause to be paid to each Noteholder in respect of each Note held by it an amount equal to the Early Redemption Amount of such Notes.

- (d) The definitions of “Merger Event” and “Tender Offer” shall be amended in accordance with the DR Amendment.
- (e) If the Calculation Agent determines that a Merger Event or Tender Offer has occurred in respect of an DA Equities, then, where the Calculation Agent makes an adjustment to these Terms and Conditions and/or the relevant Final Terms in connection with a Merger Event or Tender Offer, the Calculation Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.
- (f) The definitions of “Nationalisation”, “Insolvency” and “Delisting” shall be amended in accordance with the DR Amendment.
- (g) If the Calculation Agent determines that a Nationalisation or Insolvency has occurred in respect of an Equity or the Depositary, then, notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs and may make any appropriate adjustments to the terms of these Terms and Conditions and/or the relevant Final Terms. In such case, the Issuer shall not redeem the Notes early and, following such replacement, references to Equities herein shall be replaced by references to such Replacement DRs, and the Calculation Agent will determine the effective date of any adjustments.
- (h) If the Calculation Agent determines that a Delisting of Equities has occurred or if the Depositary announces that the Deposit Agreement is (or will be) terminated, then notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs or the DA Equities and may make any appropriate adjustments to the terms of these Terms and Conditions and/or the relevant Final Terms. In such case, the Issuer shall not redeem the Notes early, and following such replacement, references to Equities herein shall be replaced by references to such Replacement DRs or the DA Equities, as applicable, and the Calculation Agent will determine the effective date of any adjustments.
- (i) The definition of any Additional Disruption Event specified as applicable in the relevant Final Terms shall be amended in accordance with the DR Amendment.
- (j) The definitions of “Exchange Business Day”, “Scheduled Closing Time”, “Scheduled Trading Day”, “Trading Disruption”, “Exchange Disruption”, “Early Closure” and “Disrupted Day” which relate to the Exchange shall be deemed to include a reference to the primary exchange on which the DA Equities are traded, as determined by the Calculation Agent.
- (k) The definitions of “Exchange Disruption”, “Market Disruption Event” and “Trading Disruption” shall be amended in accordance with the DR Amendment.

For the avoidance of doubt, where a provision is amended pursuant to this Equity Condition 7 in accordance with the DR Amendment, if the event described in such provision occurs in respect of the DA Equities or the

DA Equity Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

ANNEX III: EQUITY INDEX LINKED NOTES

1 Incorporation and Interpretation

If “Equity Index Linked Notes” are specified as applicable in the relevant Final Terms, the terms and conditions applicable to such Equity Index Linked Notes shall comprise (a) the General Conditions and (b) these Equity Index Conditions and the General Conditions, which will be subject to completion by the relevant Final Terms. In the event of any inconsistency between the General Conditions and the Equity Index Conditions, the Equity Index Conditions shall prevail.

2 Definitions Applicable to Equity Index Linked Notes

“**Additional Disruption Event**” means any of Change in Law, Hedging Disruption or Increased Cost of Hedging, in each case if specified as applicable in the relevant Final Terms.

“**Basket of Equity Indices**” means a basket composed of the Equity Indices specified in the relevant Final Terms in the Weighting specified in the relevant Final Terms, subject to adjustment in accordance with Equity Index Condition 5.

“**Change in Law**” means that, on or after the Trade Date of any Notes (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law) or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer and/or any of its Affiliates determines in good faith that (i) it has become illegal to hold, acquire or dispose of shares that comprise the Equity Index relating to its hedge position in respect of such Notes or (ii) it will incur a materially increased cost in performing its obligations under such Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefits or other adverse effect on its tax position).

“**Component Security**” means each security comprising an Equity Index.

“**Disrupted Day**” means:

- (a) where the relevant Equity Index is not specified in the relevant Final Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred; and
- (b) where the relevant Equity Index is specified in the relevant Final Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Equity Index (provided that such failure may instead constitute an Index Adjustment Event for the Equity Index, if so determined by the Calculation Agent in its sole and absolute discretion), (ii) a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or (iii) a Market Disruption Event has occurred.

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

“Equity Index” means an equity index specified in the relevant Final Terms, subject to adjustment in accordance with Equity Index Condition 5, and related expressions shall be construed accordingly.

“Exchange” means:

- (a) where the relevant Equity Index is not a Multi-Exchange Index, each exchange or quotation system specified as such for such Equity Index in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Equity Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Equity Index on such temporary substitute exchange or quotation system as on the original Exchange); and
- (b) means, where the relevant Equity Index is a Multi-Exchange Index, in relation to each component security of that Equity Index, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

“Exchange Business Day” means:

- (a) where the relevant Equity Index is not a Multi-Exchange Index, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.
- (b) where the relevant Equity Index is a Multi-Exchange Index, any Scheduled Trading Day on which (A) the Index Sponsor publishes the level of the Equity Index and (B) each Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to the Scheduled Closing Time; and

“Exchange Disruption” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (a) any Component Security on the Exchange in respect of such Component Security; or (b) futures or option contracts relating to the Equity Index on any Related Exchange.

“Hedging Disruption” means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity index or other price risk of the Issuer issuing and performing its obligations in respect of the Notes or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“Increased Cost of Hedging” means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity index or other price risk of the Issuer issuing and performing its obligations in respect of the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

“Index Sponsor” means, in relation to an Equity Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Equity Index and (b) announces (directly or through an agent) the level of such Equity Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date is the index sponsor specified for such Equity Index in the relevant Final Terms.

“Market Disruption Event” means, in respect of an Equity Index:

- (a) where the relevant Equity Index is not a Multi-Exchange Index:
 - (i) the occurrence or existence at any time during the one-hour period that ends at the relevant Observation Time of:
 - (A) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
 - (I) on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Equity Index; or
 - (II) in futures or options contracts relating to the relevant Equity Index on any relevant Related Exchange; or
 - (B) any event (other than an event described in paragraph (ii) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (I) to effect transactions in, or obtain market values for, on any relevant Exchange(s) securities that comprise 20 per cent. or more of the level of the relevant Equity Index, or (II) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Equity Index on any relevant Related Exchange, which in either case the Calculation Agent determines is material; or
 - (ii) the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Equity Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or, if earlier, (B) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Observation Time on such Exchange Business Day.

For the purposes of determining whether a Market Disruption Event in respect of an Equity Index exists at any time, if a Market Disruption Event occurs in respect of a security included in the Equity Index at any time, then the relevant percentage contribution of that security to the level of the Equity Index shall be based on a comparison of (i) the portion of the level of the Equity Index attributable to that security and (ii) the overall level of the Equity Index, in each case immediately before the occurrence of such Market Disruption Event.

- (b) where the relevant Equity Index is specified as being a Multi-Exchange Index:
 - (i) the occurrence or existence, in respect of any Component Security, of:
 - (A) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Observation Time in respect of the Exchange on which such Component Security is principally traded; or
 - (B) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the

relevant Observation Time in respect of the Exchange on which such Component Security is principally traded; or

- (C) an Early Closure in respect of such Component Security which the Calculation Agent determines is material; and

the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Equity Index; or

- (ii) the occurrence or existence, in each case in respect of futures or option contracts relating to the Equity Index, of (A) a Trading Disruption, or (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Observation Time in respect of the Related Exchange or (C) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multi-Exchange Index exists at any time, if an Early Closure, an Exchange Disruption or a Trading Disruption occurs in respect of a Component Security or a Market Disruption Event occurs in respect of such Component Security included in the Equity Index at any time, then the relevant percentage contribution of that Component Security to the level of the Equity Index shall be based on a comparison of (i) the portion of the level of the Equity Index attributable to that Component Security and (ii) the overall level of the Equity Index, in each case using the official opening weightings as published by the relevant Index Sponsor as part of the market “opening data” immediately before the occurrence of such Market Disruption Event, Early Closure, Exchange Disruption or Trading Disruption, as the case may be, in respect of such Component Security.

“**Multi-Exchange Index**” means an Equity Index specified as such in the relevant Final Terms.

“**Observation Time**” means:

- (a) where the relevant Equity Index is not a Multi-Exchange Index, the Observation Time specified in the relevant Final Terms or, if no Observation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant date in relation to each Equity Index to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Observation Time is after the actual closing time for its regular trading session, then the Observation Time shall be such actual closing time; and
- (b) where the relevant Equity Index is a Multi-Exchange Index, (i) for the purposes of determining whether a Market Disruption Event has occurred: (A) in respect of a Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security and (B) in respect of any options contracts or futures contracts on the relevant Equity Index, the close of trading on the Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Equity Index is calculated and published by the Index Sponsor. If, for the purposes of sub-paragraph (i) above, the relevant Exchange closes prior to its Scheduled Closing Time and the specified Observation Time is after the actual closing time for its regular trading session, then the Observation Time shall be such actual closing time.

“**Reference Value**” means, in respect of an Equity Index:

- (a) if “Opening” is specified in the relevant Final Terms, the official opening level of the Equity Index published by the Index Sponsor on the relevant date;
- (b) if “Closing” is specified in the relevant Final Terms, the official closing level of the Equity Index published by the Index Sponsor on the relevant date; and

- (c) if “Specified Time” is specified in the relevant Final Terms, the official level of the Equity Index at the Specified Time published by the Index Sponsor on the relevant date,

in each case, as determined by the Calculation Agent or, if no such level can be determined at the relevant time, the Calculation Agent’s estimate in good faith of the level of the Equity Index at the relevant time.

“**Related Exchange**” means, in relation to an Equity Index, each exchange or quotation system specified as such in relation to such Equity Index in the relevant Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Equity Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Equity Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where “All Exchanges” is specified as the Related Exchange in the relevant Final Terms, “Related Exchange” shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Equity Index.

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

“**Scheduled Trading Day**” means:

- (a) where the relevant Equity Index is not a Multi-Exchange Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions; and
- (b) where the relevant Equity Index is a Multi-Exchange Index (i) any day on which the Index Sponsor is scheduled to publish the level of that Equity Index and (ii) each Related Exchange is scheduled to be open for trading for its regular trading session.

“**Single Equity Index**” means, if specified as the Underlying in the relevant Final Terms, that the Notes relate to a single Equity Index.

“**Trading Disruption**” means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (a) relating to any Component Security on the Exchange; or (b) in futures or options contracts relating to the Equity Index on any Related Exchange.

“**Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of an Observation Date does not or is not deemed to occur.

“**Weighting**” means in relation to an Equity Index, the proportion, expressed as a percentage, of such Equity Index to the Basket of Equity Indices, as specified in the relevant Final Terms.

3 Adjustments to Observation Dates

If an Observation Date is not a Scheduled Trading Day, such Observation Date will be deemed to be the immediately succeeding Scheduled Trading Day unless “Disrupted Day” is specified as applicable in the relevant Final Terms and, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day:

- (a) where the Notes relate to a Single Equity Index, the relevant Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day. In that case

the eighth Scheduled Trading Day shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day; and

- (b) where the Notes relate to a Basket of Equity Indices, the Observation Date for each Equity Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date, and the Observation Date for each Equity Index affected by the occurrence of a Disrupted Day (each an “**Affected Equity Index**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Equity Index unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to the Affected Equity Index. In that case the eighth Scheduled Trading Day shall be deemed to be the Observation Date for the Affected Equity Index, notwithstanding the fact that such day is a Disrupted Day.

4 Adjustments to Averaging Dates

If “Disrupted Day” is specified as applicable in the relevant Final Terms, and if the Calculation Agent determines that any Averaging Date is a Disrupted Day:

- (a) if “Omission” is specified in the relevant Final Terms, such Averaging Date will be deemed not to be an Averaging Date for purposes of determining the relevant Reference Value, provided that, if through the operation of this provision there would not be an Averaging Date in respect of an Observation Date, Equity Index Condition 3 will apply for the purposes of determining the Reference Value for the final Averaging Date in respect of such Observation Date as if such final Averaging Date were an Observation Date that was a Disrupted Day;
- (b) if “Postponement” is specified in the relevant Final Terms, Equity Index Condition 3 will apply for the purpose of determining the relevant Reference Value for that Averaging Date as if such Averaging Date were an Observation Date that was a Disrupted Day, irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date; and
- (c) if “Modified Postponement” is specified in the relevant Final Terms, then:
 - (i) where the Equity Index Linked Notes relate to a single Equity Index, the relevant Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Observation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall, where practicable, determine the Reference Value for that Averaging Date in accordance with Equity Index Condition 3; or
 - (ii) where the Notes relate to a Basket of Equity Indices, the Averaging Date for each Equity Index not affected by the occurrence of a Disrupted Day shall be the date specified in the relevant Final Terms as an Averaging Date, and the Averaging Date for each Equity Index affected by the occurrence of a Disrupted Day (each an “**Affected Equity Index**”) shall be the first succeeding Valid Date in relation to such Affected Equity Index. If the first succeeding Valid Date in respect of the Affected Equity Index has not occurred as of the Observation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date would have been the final Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in respect of the

Affected Equity Index, and (B) the Calculation Agent shall determine the Reference Value for that Averaging Date in accordance with Equity Index Condition 3.

5 Adjustments to an Equity Index and Additional Disruption Events

(a) *Successor Index Sponsor Calculates and Reports an Equity Index*

If a relevant Equity 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 equity index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Equity Index, then in each case that equity index (the “**Successor Index**”) will be deemed to be the Equity Index.

(b) *Modification and Cessation of Calculation of an Equity Index*

If (A) on or prior to the Observation Date the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Equity Index or in any other way materially modifies that Equity Index (other than a modification prescribed in that formula or method to maintain that Equity Index in the event of changes in constituent stock and capitalisation, contracts or any other routine events) (an “**Index Modification**”) or permanently cancels the Equity Index and no Successor Index exists (an “**Index Cancellation**”), or (B) on the Observation Date, the Index Sponsor or (if applicable) the successor Index Sponsor fails to calculate and announce a relevant Equity Index (an “**Equity Index Disruption**” and, together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”), then:

- (i) the Calculation Agent will determine if such Index Adjustment Event has a material effect on the Notes and, if so, to calculate the Reference Value using, in lieu of a published level for that Equity Index, the level for that Equity Index as at the Observation Time on the Observation Date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Equity Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Equity Index immediately prior to that Index Adjustment Event; or
- (ii) by giving notice to Noteholders in accordance with General Condition 17, the Issuer, in its sole and absolute discretion, may redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount.

(c) *Additional Disruption Events*

If Additional Disruption Events are specified as applicable in the relevant Final Terms, then, if an Additional Disruption Event occurs:

- (i) the Calculation Agent will determine, in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the General Conditions relating to interest and/or redemption and/or Weighting and/or any of the other terms of these Terms and Conditions and/or the relevant Final Terms, and/or remove and/or substitute the affected Equity Index, to account for the Additional Disruption Event and determine the effective date of that adjustment; or
- (ii) by giving notice to Noteholders in accordance with General Condition 17, the Issuer, in its sole and absolute discretion, may redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice, as soon as practicable, to the Noteholders in accordance with General Condition 17 stating the occurrence of the Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

(d) ***Notice***

Upon the occurrence of an Index Adjustment Event, the Calculation Agent shall give notice as soon as practicable to Noteholders in accordance with General Condition 17 giving details of the action proposed to be taken in relation thereto. Without limiting the obligations of the Calculation Agent to give notice to Noteholders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Noteholders of the occurrence of an Index Adjustment Event and/or Additional Disruption Event shall not affect the validity of the occurrence and effect of such Index Adjustment Event and/or Additional Disruption Event.

(e) ***Correction of the Reference Value***

In the event that any price or level published by the Index Sponsor which is utilised for any calculation or determination made under the Notes is subsequently corrected, the Calculation Agent will, in its sole and absolute discretion, adjust the terms of the Notes to account for such correction, provided that such correction is published and made available to the public by the Index Sponsor during a period following original publication equal in duration to the period in which a trade in futures or options contracts relating to the Equity Index on the relevant Related Exchange would customarily settle according to the rules of such Related Exchange or, if there are multiple Related Exchanges in respect of the Equity Index, the longest such period, and further provided, that such publication of such correction is made sufficiently (in the sole and absolute discretion of the Calculation Agent) in advance of the Maturity Date or the relevant Specified Interest Payment Date to make such adjustment prior to the Maturity Date or the relevant Specified Interest Payment Date, as the case may be.

ANNEX IV: FUND LINKED NOTES

1 Incorporation and Interpretation

If “Fund Linked Notes” are specified as applicable in the relevant Final Terms, the terms and conditions applicable to such Fund Linked Notes shall comprise (a) the General Conditions and (b) these Fund Conditions, which will be subject to completion by the relevant Final Terms. In the event of any inconsistency between the General Conditions and the Fund Conditions, the Fund Conditions shall prevail.

2 Definitions Applicable to Fund Linked Notes

“**Additional Fund Documents**” has the meaning given to it in the relevant Final Terms.

“**Basket of Reference Funds**” means a basket composed of Reference Funds as specified in the relevant Final Terms, in the Weightings specified in the relevant Final Terms.

“**Cut-Off Period**” means, in respect of any date, the period specified as such in the relevant Final Terms or, if no such period is specified, a period of one calendar year ending on the first anniversary of such date; provided that, if a Final Cut-Off Date is specified in the relevant Final Terms, then any Cut-Off Period that would otherwise end after such Final Cut-Off Date shall end on such Final Cut-Off Date.

“**Disrupted Day**” means, in respect of a Fund Business Day, the occurrence or continuation of the following events as determined by the Calculation Agent in its sole and absolute discretion:

- (a) a failure by the Reference Fund to publish the Fund Interest Price of the relevant Fund Interest in respect of that Fund Business Day (provided that the Fund Interest Price was scheduled to be published on such Fund Business Day in accordance with the Fund Documents);
- (b) the Calculation Agent determining in good faith and a commercially reasonable manner that the Fund Interest Price of the relevant Fund Interest is inaccurate;
- (c) the inability of a holder of Fund Interests to subscribe for, or redeem, Fund Interests for value on that Fund Business Day (provided that such Fund Business Day is a day for which subscriptions or redemptions are scheduled to be permissible in accordance with the Fund Documents); or
- (d) a postponement or failure of a Reference 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 Documents).

“**Final Cut-Off Date**” means the date specified in the relevant Final Terms.

“**Fund Administrator**” means any person specified as such in the relevant Final Terms or, if no person is so specified, the fund administrator, adviser, trustee or similar person with the primary administrative responsibilities for such Reference Fund according to the Fund Documents.

“**Fund Adviser**” means any person specified as such in the relevant Final Terms or, if no person is so specified, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary adviser) for such Reference Fund.

“**Fund Business Day**” means any day specified as such in the relevant Final Terms or, if no such day is specified, any day that the Reference Fund or the primary Fund Administrator acting on behalf of the Reference Fund is open for business.

“Fund Documents” means, in respect of any Fund Interest, the constitutive and governing documents, subscription agreements and other agreements of the related Reference Fund specifying the terms and conditions relating to such Fund Interest and any Additional Fund Documents, in each case, as amended from time to time.

“Fund Interest” means an interest issued to or held by an investor in a fund, pooled investment vehicle or any other interest identified as such in the relevant Final Terms.

“Fund Interest Price” means, on any Fund Business Day, the price of one Fund Interest in the Specified Currency as at that Fund Business Day, which shall be equal to the available official net asset value of a Fund Interest for that Fund Business Day, as either notified to the Calculation Agent by the relevant Fund Adviser or published by or on behalf of the Reference Fund, less (a) any applicable costs, expenses or taxes that would be incurred by a Hypothetical Investor in redeeming such Fund Interest and (b) such other fees as are specified as “Redemption Fees” in the relevant Final Terms, in both cases, as determined by the Calculation Agent in its sole and absolute discretion.

“Fund Interest Unit” means, in respect of a Fund Interest in a Reference Fund, a share of such Fund Interest or, if Fund Interests in such Reference Fund are not denominated as shares, a notional unit of account of ownership of such Fund Interest in such Reference Fund in the amount specified in the relevant Final Terms; provided that if no such amount is so specified, then the entire amount of Fund Interest in which the Hypothetical Investor is deemed to invest on the Trade Date shall be a single Fund Interest Unit.

“Fund Manager” means any person specified as such in the relevant Final Terms or, if no person is so specified, any person appointed in the role of discretionary or non-discretionary investment manager (including a non-discretionary investment manager to a discretionary investment manager or to another non-discretionary adviser) for such Reference Fund.

“Fund Service Provider” means, in respect of any Reference Fund, any person who is appointed to provide services, directly or indirectly, for that Reference Fund, whether or not specified in the Fund Documents, including any Fund Adviser, Fund Administrator, operator, management company, depositary, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent and any other person specified as such in the relevant Final Terms.

“Hedging Party” means, unless otherwise specified in the relevant Final Terms, the Issuer, any of its Affiliates or agent or any special purpose vehicle.

“Hypothetical Investor” means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in Fund Interests which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding Fund Interests at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Calculation Agent or any Hedging Party (as determined by the Calculation Agent in the context of the relevant situation).

“Redemption Proceeds” means, in respect of the relevant number of Fund Interest Units or amount of any Fund Interest, the redemption proceeds, as determined by the Calculation Agent, that would be paid by the related Reference Fund to a Hypothetical Investor who, as of the relevant time, redeems such amount of such Fund Interest; provided that (a) any such proceeds that would be paid in property other than cash shall be valued by the Calculation Agent and (b) if the Hypothetical Investor would be entitled to elect payment of such redemption proceeds to be made either in the form of cash or other property, the Hypothetical Investor shall be deemed to have elected cash payment, except as otherwise specified in the relevant Final Terms.

“Reference Fund” means, in respect of a Fund Interest, the issuer of, or other legal arrangement giving rise to, the relevant Fund Interest, as specified in the relevant Final Terms.

“Reference Value” means, on any Fund Business Day, the price of one Fund Interest in the Specified Currency as at that Fund Business Day, which shall be equal to the available official net asset value of a Fund Interest for that Fund Business Day, as either notified to the Calculation Agent by the relevant Fund Adviser or published by or on behalf of the Reference Fund, less (a) any applicable costs, expenses or taxes that would be incurred by a Hypothetical Investor in redeeming such Fund Interest and (b) such other fees as are specified as “Redemption Fees” in the relevant Final Terms, in both cases, as determined by the Calculation Agent in its sole and absolute discretion.

“Removal Value” means the Redemption Proceeds minus (a) all expenses and costs incurred by a Hypothetical Investor in connection with (i) redemption of all Fund Interest Units in the relevant Reference Fund and (ii) subscription for Fund Interest Units in the Successor Reference Fund and (b) a spread and cost of funding.

“Single Reference Fund” means, if specified as the Underlying in the relevant Final Terms, that the Notes relate to a single Reference Fund.

“Trading Agreement” means a trading agreement entered into between the Reference Fund, the Calculation Agent and the Fund Manager and/or Fund Adviser.

“Valid Date” means a Fund Business Day which the Calculation Agent determines is not a Disrupted Day and on which another Averaging Date in respect an Observation Date does not or is not deemed to occur.

“Weighting” means in relation to a Reference Fund, the proportion, expressed as a percentage, of such Reference Fund to the Basket of Reference Funds, as specified in the relevant Final Terms.

3 Adjustments in relation to a Trigger Event

Each of the following events in respect of a Reference Fund, as determined by the Calculation Agent in its sole and absolute discretion, constitutes a **“Trigger Event”**:

- (a) all the Fund Interests or all or substantially all the assets of a Reference Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof (a **“Nationalisation”**);
- (b) by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Reference Fund, (A) all the Fund Interests of that Reference Fund are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Fund Interests of that Reference Fund become legally prohibited from transferring or redeeming them (an **“Insolvency”**);
- (c) the Reference Fund or a Fund Service Provider:
 - (i) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger);
 - (ii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
 - (iii)
 - (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights,

- or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official; or
- (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in paragraph (A) above and either:
- (I) results in a judgment of insolvency or bankruptcy or the entry of an order of relief or the making of an order for its winding-up or liquidation; or
- (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution and presentation thereof;
- (iv) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (v) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; or
- (vi) causes or is subject to any event in respect of it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (i) to (v) (inclusive) above (all of which shall be termed, a **"Fund Insolvency Event"**);
- (d) in respect of any Reference Fund, (i) the resignation, termination or replacement of its Fund Adviser or any Fund Service Provider, (ii) the resignation, termination, death or replacement of any key person specified in the relevant Final Terms or (iii) any change in the personnel of the Fund Adviser or any Fund Service Provider which the Calculation Agent considers material (a **"Key Person Event"**);
- (e) any actual or anticipated material breach or violation of any strategy or investment guidelines stated in the Fund Documents that is reasonably likely to affect the value of such Fund Interest or the rights or remedies of any holders thereof (in each case as determined by the Calculation Agent in its sole and absolute discretion) (a **"Strategy Breach"**);
- (f) the cancellation, suspension or revocation of the registration or approval of any Fund Interest of the related Reference Fund or any Fund Service Provider by any governmental, legal or regulatory entity with authority over such Reference Fund or Fund Service Provider;
- (g) any change in the legal, tax, accounting or regulatory treatments of the relevant Reference Fund or any Fund Service Provider that is reasonably likely to have an adverse effect on the value of the relevant Fund Interest or on any investor therein (as determined by the Calculation Agent in its sole and absolute discretion);
- (h) the related Reference Fund or any of its Fund Service Providers becomes subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Reference Fund or such Fund Service Provider (all of paragraphs (f) to (h) shall be termed **"Regulatory Action"**);

- (i) in respect of any Fund Interest, (A) the occurrence of any event affecting such Fund Interest that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of such Fund Interest, and such event continues for at least the time period specified in the relevant Final Terms or, if no such time period is specified, the foreseeable future, or (B) any failure of the related Reference Fund to deliver, or cause to be delivered, (I) information that such Reference Fund has agreed to deliver, or cause to be delivered to the Calculation Agent or (II) information that has been previously delivered to the Calculation Agent, in accordance with such Reference Fund's, or its authorised representative's, normal practice and that the Calculation Agent deems necessary to monitor such Reference Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Fund Interests (a "**Reporting Disruption**");
- (j) any material change or modification of the related Fund Documents or investment procedures (including, but not limited to, the Reference Fund's (A) strategy, (B) investment guidelines, (C) liquidity, where such a change in liquidity results in an increase in volatility, (D) types of investments in which the Reference Fund invests, their liquidity, term, credit risk and diversification and (E) accounting currency), in each case as compared with those prevailing on the Issue Date that could reasonably be expected to affect the value of such Fund Interest or the rights or remedies of any holders thereof, in each case as determined by the Calculation Agent and as compared with those prevailing on the Issue Date (a "**Fund Modification**");
- (k) any event or circumstance that results or is likely to result in a Hypothetical Investor being unable, or it being impractical, to purchase, redeem for cash, hold or transfer Fund Interest Units, including, but not limited to, the suspension by the Reference Fund of Fund Interest Units subscriptions or redemptions and compulsory redemptions;
- (l) a Hypothetical Investor is subject to new or more onerous restrictions on its ability to subscribe for, transfer or redeem, Fund Interest Units (including, but not limited to, the imposition of, or increase in, fees or charges in relation to redemptions, subscriptions or transfers of Fund Interest Units) or a change in the voting rights attached to the Fund Interest Units, in each case as compared with those (if any) applicable to the Hypothetical Investor on the Issue Date;
- (m) a Hypothetical Investor is prevented, due to circumstances beyond its control, from remitting (i) subscription moneys and/or redemption proceeds in respect of the Fund Interest Units; or (ii) any payments relating to any over-the-counter derivative transaction(s) linked to the Fund Interest Units (all of paragraphs (k) to (m) shall be termed a "**Fund Hedging Disruption**");
- (n) a Hedging Party would incur:
 - (i) a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to any Fund Interest Unit as a result of entering into and performing its obligations in respect of the issue of a security similar to the Notes, and any costs associated with unwinding any hedge positions relating to a security similar to the Notes; and
 - (ii) an increase in charges or fees imposed by the Reference Fund on any investor's ability to redeem Fund Interest Units, in whole or in part, or any existing or new investor's ability to make new or additional investments in the Fund Interest Units (both of paragraphs (n)(i) and (n)(ii) shall be termed an "**Increased Cost of Hedging**");

- (o) on or after the Issue Date, due to the:
 - (i) adoption of or any change in any applicable law or regulation (including, without limitation, any tax law); or
 - (ii) promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority),

the Calculation Agent determines that (I) it has become illegal to hold, acquire or dispose of Fund Interests or (II) the Issuer will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any adverse effect on its tax position) (a “**Change in Law**”);
- (p) the Fund Administrator or the Reference Fund fails, for any reason other than of a technical or operational nature, to calculate and announce the official Fund Interest Price within the number of days specified in the relevant Final Terms of the date on which such Fund Interest Price was originally scheduled to be announced (a “**NAV Disruption Event**”);
- (q) any legal action, suit or proceeding has been taken or brought, or is threatened or pending, against the Reference Fund or any of its Fund Service Providers which, if resolved against the Reference Fund or Fund Service Provider has, or would have, a material adverse effect on the reputation of the Reference Fund and/or the price of its Fund Interest Units (a “**Legal Action**”);
- (r) a Reference Fund fails to satisfy the requirements of the Calculation Agent’s initial and on-going due diligence process and other internal control procedures (as such procedures may be amended from time to time) (a “**Due Diligence Failure**”);
- (s) (A) the Reference Fund and/or the Fund Manager and/or the Fund Adviser fails to execute a Trading Agreement, if required by the Calculation Agent, or (B) any breach, violation or termination by the Reference Fund and/or the Fund Manager and/or the Fund Adviser of the Trading Agreement (a “**Trading Agreement Event**”);
- (t) the official Fund Interest Price of the Fund Interest Units has decreased by an amount equal to or greater than the percentage amount specified in the relevant Final Terms during the period specified in the relevant Final Terms (a “**NAV Trigger Event**”);
- (u) the aggregate nominal amount of the Notes minus the nominal amount of the Notes repurchased and/or cancelled by the Issuer at any time is less than USD 200,000 (or such other amount as specified in the relevant Final Terms) or its equivalent in the Specified Currency (the “**Minimum Outstanding Amount of Notes**”);
- (v) a material alteration of the stated benchmark of the Reference Fund, as specified in the relevant Final Terms (a “**Benchmark Change**”);
- (w) in respect of any Fund Interests, any (i) reclassification or change of such Fund Interests that results in a transfer of or an irrevocable commitment to transfer all or any of such Fund Interests outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of a Reference Fund with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Reference Fund is the continuing entity and which does not result in a reclassification of or change to any Fund Interests), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Fund Interests of any particular Reference Fund that results in a transfer of or an irrevocable commitment to transfer all such Fund Interests (other than such Fund

Interests owned or controlled by such other entity or person) or (ix) consolidation, amalgamation, merger or binding share exchange of a Reference Fund or any subsidiaries thereof with or into another entity in which such Reference Fund is the continuing entity and which does not result in a reclassification of or change to all Fund Interests outstanding of such Reference Fund but results in such outstanding Fund Interests (other than the Fund Interests owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Fund Interests immediately following such event (an “**Organisational Change**”);

- (x) the aggregate net asset value of assets managed by the Fund Adviser on behalf of the Reference Fund falls below EUR 200,000,000 (or such other amount as specified in the relevant Final Terms) or its equivalent in the Specified Currency (an “**Assets Under Management Trigger**”);
- (y) a subdivision, consolidation or reclassification of the relevant number of Fund Interest Units or amount of Fund Interest, or a free distribution or dividend of any such Fund Interest to existing holders by way of bonus, capitalisation or similar issue;
- (z) a distribution, issue or dividend to existing holders of the relevant Fund Interest of (i) an additional amount of such Fund Interest, (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Reference Fund equally or proportionately with such payments to holders of such Fund Interest, (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Reference Fund as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (aa) an extraordinary dividend (determined by the Calculation Agent, in its sole and absolute discretion, to be extraordinary);
- (bb) a repurchase by the Reference Fund of relevant Fund Interests whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Fund Interests initiated by an investor in such Fund Interests that is consistent with the Fund Documents;
- (cc) any other event that the Calculation Agent determines may have a dilutive or concentrative effect on the theoretical value of the relevant Fund Interest Units or amount of Fund Interest (all of subparagraphs (y) to (cc) shall be termed “**Potential Adjustment Events**”);
- (dd) any event or circumstance (whether or not in accordance with the constitutive documents and investment guidelines of the Reference Fund) in respect of the Reference Fund which mandatorily obliges a Hypothetical Investor to sell or otherwise dispose of any Fund Interests (a “**Compulsory Disposal Event**”);
- (ee) the currency of denomination of the Fund Interests is amended and/or the net asset value of the Fund Interests is no longer calculated in the currency that applied when the same first became invested in (whether directly or indirectly) by the Issuer (a “**Currency Change**”);
- (ff) any gate, suspension, or side pocketing imposed on Fund Interests by the Reference Fund or any impairment to the actual or documented liquidity terms of (i) the Fund Interests or (ii) any other similar fund managed by the same manager as manages the Reference Fund, as determined in the sole and absolute discretion of the Calculation Agent (a “**Liquidity Impairment**”); and/or
- (gg) significant market, trading or exchange disruption and/or crisis in the major financial markets (a “**General Disruption**”).

Following the occurrence of a Trigger Event (and regardless of whether or not such event is then continuing) in respect of a Reference Fund (such Reference Fund being the “**Affected Reference Fund**”), its Fund Adviser or any of its Fund Service Providers, the Calculation Agent may, in its sole and absolute discretion, take one or more of the following actions (each a “**Permitted Action**”):

- (a) (i) make such adjustments to any variable, calculation methodology, valuation, settlement, payment terms or any other terms relating to the Terms and Conditions of the Notes as the Calculation Agent determines appropriate to account for the economic effect on the Notes of such Trigger Event and (ii) determine the effective date of such adjustments;
- (b) (i) select a replacement fund (the “**Successor Reference Fund**”) which the Calculation Agent determines, in its sole and absolute discretion, has a similar strategy, style, liquidity as the relevant Reference Fund and (ii) select the appropriate date (the “**Substitution Date**”) for the notional replacement of the Affected Fund by the Successor Reference Fund.

Following any such selection, (i) the Successor Reference Fund shall replace the Affected Reference Fund on the Substitution Date, (ii) references herein to the Reference Fund shall be deemed to be references to the Successor Reference Fund with effect from the Substitution Date and (iii) the Calculation Agent shall, in good faith, make such adjustments as it determines to be necessary, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms and conditions in relation to the Notes to reflect such substitution; and/or

- (c) (i) make such adjustments to any variable, calculation methodology, valuation, settlement, payment terms or any other terms of the Terms and Conditions of the Notes as the Calculation Agent determines are necessary to reflect a notional liquidation of all Fund Interests (with the timing of such notional liquidation being the same timing as would be the case on an actual liquidation of Fund Interests) and a notional investment of the Removal Value in a notional zero coupon bond or such other money market instruments, determined by the Calculation Agent in its sole and absolute discretion, for the remainder of the term of the Notes and (ii) determine the effective date of the notional liquidation of the Fund Interests.

Notwithstanding that the Calculation Agent may have previously determined not to take a Permitted Action or has already taken a Permitted Action, it may decide to adopt an additional or different Permitted Action in respect of the same Trigger Event. In such respect, the Calculation Agent may make such adjustments to any variable, calculation methodology, valuation, settlement, payment terms or any other terms of the Terms and Conditions or relating to the Notes as the Calculation Agent determines appropriate to account for the carrying out of the additional or different Permitted Action. Following the occurrence of a Trigger Event, if the Calculation Agent determines, in its sole and absolute discretion, that it is necessary to do so, the Issuer shall, as soon as reasonable practicable thereafter, give notice to Noteholders in accordance with General Condition 17, and redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount.

For the avoidance of doubt, where there is more than one Trigger Event in occurrence at the same time, these provisions apply separately to each such occurrence. The Calculation Agent has no obligation to actively monitor or determine whether or not any of the above Trigger Events has occurred and will not be required to, and will not be responsible for any failure to, make any determination, waiver, declaration or decision whatsoever in relation to a Trigger Event. For the avoidance of doubt, neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by Noteholders or any other person in connection with the Notes as a result thereof.

Upon making an adjustment pursuant to the above, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with General Condition 17 stating the adjustment and giving

brief details of the Trigger Event, provided that any failure to give such notice will not affect the validity of such adjustment.

4 Adjustments to Observation Dates

If the Calculation Agent determines, in its sole and absolute discretion, that any Observation Date on which the Fund Interest Price is to be determined is a “Disrupted Day” and Disrupted Day is specified as applicable in the relevant Final Terms, then:

- (a) where the Notes relate to a Single Reference Fund, the relevant Observation Date shall be the first succeeding Fund Business Day that is not a Disrupted Day, unless each of the Fund Business Days falling in the Cut-Off Period is a Disrupted Day. In that case, (i) the final Fund Business Day of the Cut-Off Period shall be deemed to be such Observation Date and (ii) the Calculation Agent shall determine the Fund Interest Price of the relevant Fund Interest as its good faith estimate of the Fund Interest Price that would have prevailed, but for the occurrence of a Disrupted Day, on the final Fund Business Day of the Cut-Off Period; and
- (b) where the Notes relate to a Basket of Reference Funds, the relevant Observation Date for each Reference Fund not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date and the Observation Date for each Reference Fund affected by the occurrence of a Disrupted day (each, an “**Affected Reference Fund**”) shall be the first succeeding Fund Business Day that is not a Disrupted Day, unless each of the Fund Business Days falling in the Cut-Off Period is a Disrupted Day. In that case, in respect of each such Affected Reference Fund, (i) the final Fund Business Day of the Cut-Off Period shall be deemed to be the relevant Observation Date and (ii) the Calculation Agent shall determine the Fund Interest Price of the relevant Fund Interest as its good faith estimate of the Fund Interest Price that would have prevailed but for the occurrence of a Disrupted day on the final Fund Business Day of the Cut-Off Period.

5 Adjustments to Averaging Dates

If the Calculation Agent determines that any Averaging Date is a Disrupted Day and “Disrupted Day” is specified as applicable in the relevant Final Terms:

- (a) if “Omission” is specified in the relevant Final Terms, then such Averaging Date shall be deemed not to be an Averaging Date for the purposes of determining the Fund Interest Price of the relevant Fund Interest. If through the operation of this provision there would not be an Averaging Date, Fund Condition 4 will apply for the purposes of determining the Fund Interest Price of the relevant Fund Interest for the final Averaging Date, as if such final Averaging Date were an Observation Date that was a Disrupted Day;
- (b) if “Postponement” is specified in the relevant Final Terms, Fund Condition 4 will apply for the purposes of determining the Fund Interest Price for the relevant Fund Interest for that Averaging Date as if such Averaging Date were an Observation Date that was a Disrupted Day, irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date; or
- (c) if “Modified Postponement” is specified in the relevant Final Terms, then:
 - (i) where the Notes relate to a Single Reference Fund, the relevant Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the final Fund Business Day of the Cut-Off Period for that original date that, but for the occurrence of another Averaging Date, or Disrupted Day, would have been the final Averaging Date, then (a) that final Fund Business Day of the Cut-Off Period shall be deemed to be the relevant Averaging Date,

irrespective of whether such day is already an Averaging Date, and (b) the Calculation Agent shall determine the Fund Interest Price of the relevant Fund Interest for that Averaging Date with its good faith estimate of such Fund Interest Price that would have prevailed, but for the occurrence of a Disrupted Day, on that deemed Averaging Date; and

- (ii) where the Notes relate to a Basket of Reference Funds, the Averaging Date for each Fund Interest not affected by the occurrence of a Disrupted Day shall be the date specified in the relevant Final Terms as an Averaging Date and the Averaging Date for any Fund Interest affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the final Fund Business Day of the Cut-Off Period for that original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (a) that final Fund Business Day of the Cut-Off Period shall be deemed to be the relevant Averaging Date, irrespective of whether such day is already an Averaging Date, and (b) the Calculation Agent shall determine the Fund Interest Price of the relevant Fund Interest for that Averaging Date with its good faith estimate of such Fund Interest Price that would have prevailed, but for the occurrence of a Disrupted Day, on that deemed Averaging Date.

6 Notice

Upon the making of any determinations by the Calculation Agent under Fund Conditions 4 and/or 5, the Issuer shall, as soon as reasonably practicable thereafter, give notice to Noteholders in accordance with General Condition 17 of the occurrence of a Disrupted Day on any day that, but for the occurrence or continuance of a Disrupted Day, would have been an Averaging Date or an Observation Date, as the case may be; provided that any failure to give such notice will not affect the validity of the occurrence and the effect of such Disrupted Day on the Notes.

ANNEX V: FX LINKED NOTES

1 Incorporation and Interpretation

If “FX Linked Notes” are specified as applicable in the relevant Final Terms, the terms and conditions applicable to such FX Linked Notes shall comprise (a) the General Conditions and (b) these FX Conditions, which will be subject to completion by the relevant Final Terms. In the event of any inconsistency between the General Conditions and the FX Conditions, the FX Conditions shall prevail.

2 Definitions Applicable to FX Linked Notes

(a) General

“**Additional Disruption Event**” means any of Change in Law, Hedging Disruption or Increased Cost of Hedging, in each case if specified as applicable in the relevant Final Terms.

“**Affected FX Rate**” means an FX Rate which, in the determination of the Calculation Agent, is affected by the occurrence of a Disruption Event.

“**Base Currency**” means the currency specified in the relevant Final Terms.

“**Basket of FX Rates**” means a basket composed of the FX Rates specified in the relevant Final Terms in the Weightings specified in the relevant Final Terms, subject to any adjustment in accordance with FX Conditions 6, 7 and 8.

“**Calculation Agent FX Determination**” means that the Calculation Agent will determine the relevant FX Rate(s) (or a method for determining such FX Rate(s), taking into consideration all available information that in good faith it deems relevant.)

“**Currency Pair**” means the Reference Currency and the Base Currency.

“**Currency-Reference Dealers**” means, in respect of an FX Rate which is affected by the occurrence of a Disrupted Day, that the Calculation Agent will request each of the FX Reference Dealers to provide a quotation of its rate at which it will buy one unit of the Base Currency in units of the Reference Currency at the applicable Reference Time on such Disrupted Day. If, for any such rate, at least two quotations are provided, the relevant rate will be the arithmetic mean of the quotations. If fewer than two quotations are provided for any such rate, the relevant rate will be the arithmetic mean of the relevant rates quoted by major banks in the relevant market, selected by the Calculation Agent at or around the applicable Reference Time on such Disrupted Day.

“**Disrupted Day**” means a day on which the Calculation Agent, in its sole discretion, determines that a Disruption Event has occurred.

“**Disruption Event**” means any of Inconvertibility Event or Price Source Disruption.

“**Disruption Fallback**” means Calculation Agent FX Determination, Currency-Reference Dealers or Fallback Reference Price, in the order specified in the relevant Final Terms.

“**Fallback Reference Date**” means, in respect of an FX Reference Date, the date specified in the relevant Final Terms or, if no date is specified, the second Business Day prior to the next following date upon which any payment may have to be made by the Issuer by reference to the FX Rate on such day.

“Fallback Reference Price” means, in respect of an Affected FX Rate, that the Calculation Agent will determine the FX Rates(s) pursuant to the first of the alternative FX Price Sources specified in the relevant Final Terms.

“FX Business Day” means, in respect of an FX Rate, each day (other than Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange in accordance with the practice of the foreign exchange market) in (i) the principal financial centre of the Reference Currency and (ii) the FX Financial Centres.

“FX Financial Centres” means, in respect of each FX Rate, the financial centre(s) specified in the relevant Final Terms.

“FX Price Source” means the price source(s) specified in the relevant Final Terms for such FX Rate or, if the relevant rate is not published or announced by such FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

“FX Rate” means, in respect of any relevant day, the exchange rate of one currency for another currency expressed as a number of units of the Reference Currency (or fractional amounts thereof) per unit of the Base Currency (and, if the relevant Final Terms specify a Number of FX Settlement Days, for settlement in the Number of FX Settlement Days reported and/or calculated and/or published by the FX Rate Sponsor), which appears on the FX Price Source at approximately the applicable Observation Time on such day, or such other rate specified or otherwise determined as specified in the relevant Final Terms.

“FX Rate Sponsor” means, in respect of an FX Rate, the entity specified as such in the relevant Final Terms.

“FX Reference Date” means an Observation Date or Averaging Date, as the case may be.

“FX Reference Dealers” means, in respect of an FX Rate, four leading dealers in the relevant foreign exchange market, as determined by the Calculation Agent or otherwise specified or determined as specified in the relevant Final Terms.

“Inconvertibility Event” means, in respect of an FX Rate, the occurrence of an event which affects the convertibility of the relevant Reference Currency into the Base Currency.

“Number of FX Settlement Days” means the number specified in the relevant Final Terms.

“Observation Time” means the time specified in the relevant FX Reference Rate or, if no such FX Reference Rate is specified, the time specified in the relevant Final Terms.

“Price Source Disruption” means it becomes impossible or otherwise impracticable to obtain the FX Rate on the FX Reference Date (or, if different, the day on which rates for that FX Reference Date would, in the ordinary course, be published or announced by the relevant FX Price Source).

“Reference Currency” means, in respect of an FX Rate, the currency specified as such in the relevant Final Terms.

“Reference Time” means the time specified as such in the relevant Final Terms or, if no such time is specified, in respect of an FX Rate, the time with reference to which the FX Rate Sponsor calculates the closing rate of such FX Rate or, in each case, such other time as the Calculation Agent may select and as notified to Noteholders by the Issuer in accordance with General Condition 17.

“Reference Value” means the FX Rate.

“**Single FX Rate**” means, if specified as the Underlying in the relevant Final Terms, that the Notes relate to a single FX Rate.

“**Specified Rate**” has the meaning given to it in the ISDA FX Definitions.

“**Spot Rate**” has the meaning given to it in the ISDA FX Definitions.

“**Valid Date**” means a FX Business Day that is not a Disrupted Day and on which another Averaging Date in respect of an Observation Date does not or is not deemed to occur.

“**Weighting**” means, in relation to an FX Rate, the proportion, expressed as a percentage, of such FX Rate to the Basket of FX Rates, as specified in the relevant Final Terms.

(b) **FX Reference Rates**

Each of the following shall be an “**FX Reference Rate**”:

Asia/Southeast Asia

Chinese Renminbi

“**CNY SAEC**” or “**CNY01**” each means that the Spot Rate for a FX Reference Date will be the Chinese Renminbi/U.S. Dollar official fixing rate, expressed as the amount of Chinese Renminbi per one U.S. Dollar, for settlement in two Business Days reported by the People’s Bank of China, Beijing, People’s Republic of China, which appears on the Reuters Screen “SAEC” Page opposite the symbol “USDCNY=” at approximately 9.15 a.m., Beijing time, on that FX Reference Date.

“**SFEMC CNY INDICATIVE SURVEY RATE**” or “**CNY02**” each means that the Spot Rate for a FX Reference Date will be the Chinese Renminbi/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Chinese Renminbi per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC’s website (www.sfemc.org) at approximately 3:30 p.m. (Singapore time), or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC CNY Indicative Survey Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Chinese Renminbi/U.S. Dollar markets for the purpose of determining the SFEMC CNY Indicative Survey Rate).

Indian Rupee

“**INR RBIB**” or “**INR01**” each means that the Spot Rate for a FX Reference Date will be the Indian Rupee/U.S. Dollar reference rate, expressed as the amount of Indian Rupees per one U.S. Dollar, for settlement in two Business Days reported by the Reserve Bank of India which appears on the Reuters Screen RBIB Page at approximately 12:30 p.m., Mumbai time, or as soon thereafter as practicable, on that FX Reference Date.

“**SFEMC INR INDICATIVE SURVEY RATE**” or “**INR02**” each means that the Spot Rate for a FX Reference Date will be the Indian Rupee/U.S. Dollar Annex A Compendium 10 Specified Rate for U.S. Dollars, expressed as the amount of Indian Rupees per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC’s website (www.sfemc.org) at approximately 3:30 p.m. (Singapore time), or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC INR Indicative Survey Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial

institutions that are active participants in the Indian Rupee/U.S. Dollar markets for the purpose of determining the SFEMC INR Indicative Survey Rate).

Korean Won

“**KRW KFTC18**” or “**KRW02**” each means that the Spot Rate for a FX Reference Date will be the Korean Won/U.S. Dollar market average rate, expressed as the amount of Korean Won per one U.S. Dollar, for settlement in two Business Days reported by the Korea Financial Telecommunications and Clearing Corporation which appears on the Reuters Screen KFTC18 Page to the right of the caption “USD Today” that is available at approximately 3:30 p.m., Seoul time, on the FX Reference Date or as soon thereafter as practicable.

“**KRW TELERATE 45644**” or “**KRW03**” each means that the Spot Rate for a FX Reference Date will be the Korean Won/U.S. Dollar market average rate, expressed as the amount of Korean Won per one U.S. Dollar, for settlement in two Business Days reported by the Korea Financial Telecommunications and Clearing Corporation which appears on Telerate Page 45644 to the right of the caption “USD Today” that is available at approximately 3:30 p.m., Seoul time, on the FX Reference Date or as soon thereafter as practicable.

“**SFEMC KRW INDICATIVE SURVEY RATE**” or “**KRW04**” each means that the Spot Rate for a FX Reference Date will be the Korean Won/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Korean Won per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC’s website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC KRW Indicative Survey Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Korean Won/U.S. Dollar markets for the purpose of determining the SFEMC KRW Indicative Survey Rate).

Philippine Peso

“**PHP PHPESO**” or “**PHP01**” each means that the Spot Rate for a FX Reference Date will be the Philippine Peso/U.S. Dollar morning weighted average rate for that FX Reference Date, expressed as the amount of Philippine Pesos per one U.S. Dollar, for settlement in one Business Day reported by the Philippine Dealing system which appears on the Reuters Screen PHPESO Page to the right of the caption “AM WT AVE” at approximately 12:30 p.m., Manila time, on that FX Reference Date.

“**PHP TELERATE 2920**” or “**PHP02**” each means that the Spot Rate for a FX Reference Date will be the Philippine Peso/U.S. Dollar morning weighted average rate for that FX Reference Date, expressed as the amount of Philippine Pesos per one U.S. Dollar, for settlement in one Business Day reported by the Philippine Dealing System which appears on the Telerate Page 2920 to the right of the caption “AM WT AVE” at approximately 12:30 p.m., Manila time, on that FX Reference Date.

“**PHP TELERATE 15439**” or “**PHP03**” each means that the Spot Rate for a FX Reference Date will be the Philippine Peso/U.S. Dollar morning weighted average rate for that FX Reference Date, expressed as the amount of Philippine Pesos per one U.S. Dollar, for settlement in on a Business Day reported by the Philippine Dealing System which appears on the Telerate Page 15439 to the right of the caption “AM WT AVE” at approximately 12:30 p.m., Manila time, on that FX Reference Date.

“**PHP PHPES01**” or “**PHP04**” each means that the Spot Rate for a FX Reference Date will be the Philippine Peso/U.S. Dollar morning weighted average rate for that FX Reference Date, expressed as the amount of Philippine Pesos per one U.S. Dollar, for settlement in one Business Day reported by the

Philippine Dealing System which appears on the Reuters Screen PHPES01 Page to the right of the caption “AM WT AVE” at approximately 12:30 p.m., Manila time, on that FX Reference Date.

“**SFEMC PHP INDICATIVE SURVEY RATE**” or “**PHP05**” each means that the Spot Rate for a FX Reference Date will be the Philippine Peso/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Philippine Pesos per one U.S. Dollar, for settlement in one Business Day, as published on SFEMC’s website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC PHP Indicative Survey Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Philippine Peso/U.S. Dollar markets for the purpose of determining the SFEMC PHP Indicative Survey Rate).

“**PHP PDSPE\$O**” or “**PHP06**” each means that the Spot Rate for a FX Reference Date will be the Philippine Peso/U.S. Dollar morning weighted average rate for that FX Reference Date, expressed as the amount of Philippine Pesos per one U.S. Dollar, for settlement in one Business Day reported by the Philippine Dealing System PDEX which appears on the Reuters Screen PDSPE\$O Page to the right of the caption “AM WT AVE” at approximately 11:30 a.m., Manila time, or as soon thereafter as practicable, on that FX Reference Date.

Taiwanese Dollar

“**TWD TELERATE 6161**” or “**TWD01**” each means that the Spot Rate for a FX Reference Date will be the Taiwanese Dollar/U.S. Dollar spot rate, expressed as the amount of Taiwanese Dollars per one U.S. Dollar, for settlement in two Business Days, reported by the Taipei Forex Inc. which appears on the Telerate Page 6161 under the heading “Spot” as of 11:00 a.m., Taipei time, on that FX Reference Date, or, if no rate appears as of 11:00 a.m., Taipei time, the rate that first appears in any of the next succeeding 15 minute intervals after such time, up to and including 12:00 noon, Taipei time, on that FX Reference Date.

“**TWD TAIFX1**” or “**TWD03**” each means that the Spot Rate for a FX Reference Date will be the Taiwanese Dollar/U.S. Dollar spot rate, expressed as the amount of Taiwanese Dollars per one U.S. Dollar, for settlement in two Business Days, reported by the Taipei Forex Inc. which appears on the Reuters Screen TAIFX1 Page under the heading “Spot” as of 11:00 a.m. Taipei time, on that FX Reference Date, or, if no rate appears as of 11:00 a.m., Taipei time, the rate that first appears in any of the next succeeding 15 minute intervals after such time, up to and including 12:00 noon, Taipei time on that FX Reference Date.

“**SFEMC TWD INDICATIVE SURVEY RATE**” or “**TWD04**” each means that the Spot Rate for a FX Reference Date will be the Taiwanese Dollar/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Taiwanese Dollars per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC’s website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC TWD Indicative Survey Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Taiwanese Dollar/U.S. Dollar markets for the purpose of determining the SFEMC TWD Indicative Survey Rate).

Malaysian Ringgit

“**MYR ABS**” or “**MYR01**” each means that the Spot Rate for a FX Reference Date will be the Malaysian Ringgit/U.S. Dollar spot rate at 11:00 a.m., Singapore time, expressed as the amount of Malaysian Ringgit per one U.S. Dollar, for settlement in two Business Days, reported by the Association of Banks in Singapore which appears on the Telerate Page 50157 to the right of the caption “Spot” under the column “MYR” at approximately 11:30 a.m., Singapore time, on that FX Reference Date.

“**SFEMC MYR INDICATIVE SURVEY RATE**” or “**MYR02**” each means that the Spot Rate for a FX Reference Date will be the Malaysian Ringgit/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Malaysian Ringgit per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC’s website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC MYR Indicative Survey Methodology (which means a methodology, dated as of 15 July 2005, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Malaysian Ringgit/U.S. Dollar markets for the purpose of determining the SFEMC MYR Indicative Survey Rate).

Indonesian Rupiah

“**IDR ABS**” or “**IDR01**” each means that the Spot Rate for a FX Reference Date will be the Indonesian Rupiah/U.S. Dollar spot rate at 11:00 a.m., Singapore time, expressed as the amount of Indonesian Rupiah per one U.S. Dollar, for settlement in two Business Days, reported by the Association of Banks in Singapore which appears on the Telerate Page 50157 to the right of the caption “Spot” under the column “IDR” at approximately 11:30 a.m., Singapore time, on that FX Reference Date.

“**SFEMC IDR INDICATIVE SURVEY RATE**” or “**IDR02**” each means that the Spot Rate for a FX Reference Date will be the Indonesian Rupiah/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Indonesian Rupiah per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC’s website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate will be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC IDR Indicative Survey Methodology (which means a methodology, dated as of 1 December 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Indonesian Rupiah/U.S. Dollar markets for the purpose of determining the SFEMC IDR Indicative Survey Rate).

Pakistani Rupee

“**PKR SBPK**” or “**PKR01**” each means that the Spot Rate for a FX Reference Date will be the Pakistani Rupee/U.S. Dollar reference rate expressed as the amount of Pakistani Rupees per one U.S. Dollar, for settlement in two Business Days reported by the State Bank of Pakistan (www.sbp.org.pk) at approximately 2:30 p.m., Karachi time, on that FX Reference Date.

“**SFEMC PKR INDICATIVE SURVEY RATE**” or “**PKR02**” each means that the Spot Rate for a FX Reference Date will be the Pakistani Rupee/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Pakistani Rupees per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC’s website (www.sfemc.org) at approximately 3:30 p.m. Singapore time, or as soon thereafter as practicable, on that FX Reference Date. The Spot Rate shall be calculated by

SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC PKR Indicative Survey Methodology (which means a methodology, dated as of 14 July 2008, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Pakistani Rupee/U.S. Dollar markets for the purpose of determining the SFEMC PKR Indicative Survey Rate).

Vietnamese Dong

“**VND ABS**” or “**VND01**” each means that the Spot Rate for a FX Reference Date will be the Vietnamese Dong/U.S. Dollar spot rate at 11:00 a.m., Singapore time, expressed as the amount of Vietnamese Dong per one U.S. Dollar, for settlement in two Business Days reported by the Association of Banks in Singapore which appears on the Reuters Screen ABSIRFIX01 Page to the right of the caption “Spot” under the column “VND” at approximately 11:30 a.m., Singapore time, on that FX Reference Date.

“**VND FX**” or “**VND02**” each means that the Spot Rate for a FX Reference Date will be the Vietnamese Dong/U.S. Dollar spot rate expressed as the amount of Vietnamese Dong per one U.S. Dollar, for settlement in two Business Days which appears on Reuters Screen VNDFIX=VN Page under the caption “Spot” and to the right of the caption “Average” at approximately 11:00 am, Hanoi time, on that FX Reference Date.

“**SFEMC VND INDICATIVE SURVEY RATE**” or “**VND03**” each means that the Spot Rate for a FX Reference Date will be the Vietnamese Dong/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Vietnamese Dong per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC’s website (www.sfemc.org) at approximately 3:30 p.m., Singapore time, or as soon as thereafter as practicable, on that FX Reference Date. The Spot Rate shall be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC VND Indicative Survey Methodology (which means a methodology, dated as of 14 July 2008, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Vietnamese Dong/U.S. Dollar markets for the purpose of determining the SFEMC VND Indicative Survey Rate).

Central and Eastern Europe

Hungarian Forint

“**HUF USD Official Rate**” or “**HUF01**” each means that the Spot Rate for a FX Reference Date will be the Hungarian Forint/U.S. Dollar official rate for U.S. Dollars, expressed as the amount of Hungarian Forints per one U.S. Dollar, for settlement in two Business Days calculated by the National Bank of Hungary which appears on the Reuters Screen HUFE page at approximately 12:00 noon, Budapest time, on that FX Reference Date.

“**HUF EUR Official Rate**” or “**HUF02**” each means that the Spot Rate for a FX Reference Date will be the Hungarian Forint/euro official rate for euros, expressed as the amount of Hungarian Forints per one euro, for settlement in two Business Days calculated by the National Bank of Hungary which appears on the Reuters Screen HUFE page at approximately 12:00 noon, Budapest time, on that FX Reference Date.

Polish Zloty

“**PLZ NBPQ**” or “**PLZ01**” each means that the Spot Rate for a FX Reference Date will be the Polish Zloty/U.S. Dollar fixing rate, expressed as the amount of Polish Zloty per one U.S. Dollar, for

settlement in two Business Days reported by the National Bank of Poland which appears on the Reuters Screen NBPQ Page at approximately 11:00 a.m., Warsaw time, on that FX Reference Date.

“**PLZ NBPR**” or “**PLZ02**” each means that the Spot Rate for a FX Reference Date will be the Polish Zloty/U.S. Dollar mid rate, expressed as the amount of Polish Zloty per one U.S. Dollar, for settlement in two Business Days reported by the National Bank of Poland which appears on the Reuters Screen NBPR Page below the caption “Central Parity” at approximately 11:00 a.m., Warsaw time, on that FX Reference Date.

Russian Ruble

“**RUB MICEXFRX**” or “**RUB01**” each means that the Spot Rate for a FX Reference Date will be the Russian Ruble/U.S. Dollar Specified Rate, expressed as the amount of Russian Rubles per one U.S. Dollar, for settlement on the same day reported by the Moscow Interbank Currency Exchange which appears on the Reuters Screen MICEXFRX Page as of 10:30 a.m., Moscow time, on that FX Reference Date.

“**RUB MMVB**” and “**RUB02**” each means that the Spot Rate for a FX Reference Date will be the Russian Ruble/U.S. Dollar Specified Rate, expressed as the amount of Russian Rubles per one U.S. Dollar, for settlement on the same day reported by the Moscow Interbank Currency Exchange which appears on the Reuters Screen MMVB Page as of 10:30 a.m., Moscow time, on that FX Reference Date.

“**RUB CME-EMTA RATE**” and “**RUB03**” each means that the Spot Rate for a FX Reference Date will be the Russian Ruble/U.S. Dollar Specified Rate, expressed as the amount of Russian Rubles per one U.S. Dollar, for settlement in one Business Day, calculated by the Chicago Mercantile Exchange (“**CME**”) and as published on CME’s website, which appears on the Reuters Screen EMTA Page, at approximately 1:30 p.m., Moscow time, on that FX Reference Date. The Spot Rate shall be calculated by the CME pursuant to the Chicago Mercantile Exchange/EMTA, Inc. Daily Russian Ruble Per U.S. Dollar Reference Rate Methodology (which means a methodology, effective as of 16 June 2005, as amended from time to time, for a centralised industry-wide survey of financial institutions in Russia that are active participants in the Russian Ruble/U.S. Dollar spot market for the purpose of determining the RUB CME-EMTA Rate).

“**EMTA RUB INDICATIVE SURVEY RATE**” and “**RUB04**” each means that the Spot Rate for a FX Reference Date will be the Russian Ruble/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Russian Rubles per one U.S. Dollar, for settlement in one Business Day, as published on EMTA’s website (www.emta.org) at approximately 2:45 p.m., Moscow time, or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA RUB Indicative Survey Methodology (which means a methodology dated as of 16 June 2005, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Russian Ruble/U.S. Dollar spot market for the purpose of determining the EMTA RUB Indicative Survey Rate).

Kazakhstan Tenge

“**KZT KASE**” or “**KZT01**” each means that the Spot Rate for a FX Reference Date will be the Kazakhstan Tenge/U.S. Dollar weighted average rate, expressed as the amount of Kazakhstan Tenge per one U.S. Dollar, for settlement on the same Business Day reported by the Kazakhstan Stock Exchange (www.kase.kz) at approximately 11:00 a.m., Almaty time, on that FX Reference Date.

“**EMTA KZT INDICATIVE SURVEY RATE**” or “**KZT02**” each means that the Spot Rate for a FX Reference Date will be the Kazakhstan Tenge/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Kazakhstan Tenge per one U.S. Dollar, for settlement on the same Business Day, as published on EMTA’s website (www.emta.org) at approximately 1:00 p.m., Almaty time, or as soon thereafter as practicable, on that FX Reference Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA KZT Indicative Survey Methodology (which means a methodology, dated as of 16 March 2009, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Kazakhstan Tenge/U.S. Dollar markets for the purpose of determining the EMTA KZT Indicative Survey Rate).

Ukrainian Hryvnia

“**UAH GFI**” or “**UAH01**” each means that the Spot Rate for a FX Reference Date will be the Ukrainian Hryvnia/U.S. Dollar spot rate, expressed as the amount of Ukrainian Hryvnia per one U.S. Dollar, for settlement on the same Business Day reported by GFI Brokers on Thomson Reuters Page GFUI by 9:30 a.m., London time, on that FX Reference Date.

“**EMTA UAH INDUSTRY SURVEY RATE**” or “**UAH02**” each means that the Spot Rate for a FX Reference Date will be the Ukrainian Hryvnia/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Ukrainian Hryvnia per one U.S. Dollar, for settlement on the same Business Day calculated by Thomson Reuters pursuant to the EMTA UAH Industry Survey Methodology, which rate appears on EMTA’s website (www.emta.org) and on the Thomson Reuters Page EMTAUAHFIX at approximately 11.30am, Kiev time, on that FX Reference Date. The “**EMTA UAH Industry Survey Methodology**” as used herein means the methodology dated as of 16 March 2009, for a centralised industry-wide survey of financial institutions in the Ukrainian Hryvnia/U.S. Dollar spot market for the purposes of determining the EMTA UAH Industry Survey Rate.

“**EMTA UAH INDICATIVE SURVEY RATE**” or “**UAH03**” each means that the Spot Rate for a FX Reference Date will be the Ukrainian Hryvnia/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Ukrainian Hryvnia per one U.S. Dollar, for settlement on the same Business Day, as published on EMTA’s website (www.emta.org) at approximately 2:00 p.m., Kiev time, or as soon thereafter as practicable, on that FX Reference Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA UAH Indicative Survey Methodology (which means a methodology, dated as of 16 March 2009, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Ukrainian Hryvnia/U.S. Dollar markets for the purpose of determining the EMTA UAH Indicative Survey Rate).

Latin America

Argentine Peso

“**ARS BNAR**” or “**ARS01**” each means that the Spot Rate for a FX Reference Date will be the Argentine Peso/U.S. Dollar Specified Rate, expressed as the amount of Argentine Pesos per one U.S. Dollar, for settlement on the same day which appears on the Reuters Screen BNAR Page at the close of business in Buenos Aires on that FX Reference Date.

“**EMTA ARS INDUSTRY SURVEY RATE**” or “**ARS03**” each means that the Spot Rate for a FX Reference Date will be the Argentine Peso/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Argentine Pesos per one U.S. Dollar, for settlement on the same day, as published on EMTA’s website (www.emta.org) at approximately 1:00 p.m. (Buenos Aires time), or as soon

thereafter as practicable, on such FX Reference Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA ARS Industry Survey Methodology (which means a methodology, dated as of 2 January 2003, as amended from time to time, for a centralised industry-wide survey of financial institutions in Buenos Aires that are active participants in the Argentine Peso/U.S. Dollar spot markets for the purpose of determining the EMTA ARS Industry Survey Rate).

“**EMTA ARS INDICATIVE SURVEY RATE**” or “**ARS04**” each means that the Spot Rate for a FX Reference Date will be the Argentine Peso/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Argentine Pesos per one U.S. Dollar, for settlement on the same day, as published on EMTA’s website (www.emta.org) at approximately 1:00 p.m. (Buenos Aires time), or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA ARS Indicative Survey Methodology (which means a methodology, dated as of 2 January 2003, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Argentine Peso/U.S. Dollar markets for the purpose of determining the EMTA ARS Indicative Survey Rate).

Brazilian Real

“**BRL BRBY**” or “**BRL01**” each means that the Spot Rate for a FX Reference Date will be the Brazilian Real/U.S. Dollar inter-bank rate, expressed as the amount of Brazilian Reais per one U.S. Dollar, for settlement in two Business Days which appears on the Reuters Screen BRBY Page to the right of the caption “Interbank”, below the heading “Last” at the Specified Time on that FX Reference Date.

“**BRL OFFICIAL RATE**” or “**BRL02**” each means the Spot Rate for a FX Reference Date will be the Brazilian Real/U.S. Dollar official rate, expressed as the amount of Brazilian Reais per one U.S. Dollar, for settlement in two Business Days reported by the Banco Central do Brasil in the “Diário Oficial da Unio” on the first Business Day following that FX Reference Date.

“**BRL PCOT**” or “**BRL03**” each means that the Spot Rate for a FX Reference Date will be the Brazilian Real/U.S. Dollar offered rate for U.S. Dollars, expressed as the amount of Brazilian Reais per one U.S. Dollar, for settlement in two Business Days reported by the Banco Central do Brasil on SISBACEN Data System under transaction code PCOT-390, Option 3, at the Specified Time on that FX Reference Date.

“**BRL PTAX**” or “**BRL09**” each means that the Spot Rate for a FX Reference Date will be the Brazilian Real/U.S. Dollar offered rate for U.S. Dollars, expressed as the amount of Brazilian Reais per one U.S. Dollar, for settlement in two Business Days reported by the Banco Central do Brasil on SISBACEN Data System under transaction code PTAX-800 (“*Consulta de Cambio*” or Exchange Rate Inquiry), Option 5 (“*Cotacões para Contabilidade*” or “**Rates for Accounting Purposes**”) by approximately 6:00 p.m., Sao Paulo time, on that FX Reference Date.

“**BRL PTAX BRFR**” or “**BRL10**” each means that the Spot Rate for a FX Reference Date will be the Brazilian Real/U.S. Dollar offered rate for U.S. Dollars, expressed as the amount of Brazilian Reais per one U.S. Dollar, for settlement in two Business Days reported by the Banco Central do Brasil on SISBACEN Data System under transaction code PTAX-800 (“*Consulta de Cambio*” or Exchange Rate Inquiry), Option 5 (“*Cotacoes para Contabilidade*” or Rates for Accounting Purposes), which appears on Reuters Screen BRFR Page under the caption “Dolar PTAX” at approximately 8:30 a.m., Sao Paulo time, on the first Business Day following that FX Reference Date.

“**BRL INDUSTRY SURVEY RATE**” or “**BRL11**” each means that the Spot Rate for a FX Reference Date will be the Brazilian Real/U.S. Dollar offered rate for U.S. Dollars, expressed as the amount of Brazilian Reais per one U.S. Dollar, for settlement in two Business Days calculated by the Chicago Mercantile Exchange pursuant to the BRL Methodology which appears on the Reuters Screen EMTA Page at approximately 12:30 p.m. Sao Paulo time, or as soon thereafter as practicable, on the first Business Day following the FX Reference Date. “**BRL Methodology**” as used herein means the methodology dated 8 November 1999, establishing a centralised industry-wide survey of financial institutions in Brazil that are active participants in the Brazilian Real/U.S. Dollar spot markets for the purpose of determining the BRL Industry Survey Rate. (The BRL Methodology is available on the websites of The Foreign Exchange Committee and EMTA.)

“**EMTA BRL INDUSTRY SURVEY RATE**” or “**BRL12**” each means that the Spot Rate for a FX Reference Date will be the Brazilian Real/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Brazilian Reais per one U.S. Dollar, for settlement in two Business Days, as published on EMTA’s website (www.emta.org) at approximately 3:45 p.m. (Sao Paulo time), or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA BRL Industry Survey Methodology (which means a methodology, dated as of 1 March 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions in Brazil that are active participants in the Brazilian Real/U.S. Dollar spot markets for the purpose of determining the EMTA BRL Industry Survey Rate).

“**EMTA BRL INDICATIVE SURVEY RATE**” or “**BRL13**” each means that the Spot Rate for a FX Reference Date will be the Brazilian Real/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Brazilian Reais per one U.S. Dollar, for settlement in two Business Days, as published on EMTA’s web site (www.emta.org) at approximately 12:00 p.m. (So Paulo time), or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA BRL Indicative Survey Methodology (which means a methodology, dated as of 1 March 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Brazilian Real/U.S. Dollar markets for the purpose of determining the EMTA BRL Indicative Survey Rate).

Chilean Peso

“**CLP BCCHILG**” or “**CLP01**” each means that the Spot Rate for a FX Reference Date will be the Chilean Peso/U.S. Dollar observado rate, expressed as the amount of Chilean Pesos per one U.S. Dollar, for settlement on the same day reported by the Banco Central de Chile which appears on the Reuters Screen BCCHILG Page under the caption “OBSERVADO” at approximately 10:00 a.m., Santiago time, on the first Business Day following that FX Reference Date.

“**CLP INFORMAL**” or “**CLP02**” each means that the Spot Rate for a FX Reference Date will be the Chilean Peso/U.S. Dollar informal rate, expressed as the amount of Chilean Pesos per one U.S. Dollar, for settlement on the same day of the informal exchange market which appears on the Reuters Screen CLPP= Page at the Specified Time on that FX Reference Date.

“**CLP INTERBANK**” or “**CLP03**” each means that the Spot Rate for a FX Reference Date will be the Chilean Peso/U.S. Dollar inter-bank rate, expressed as the amount of Chilean Pesos per one U.S. Dollar, for settlement on the same day reported by the Banco Central de Chile for the formal exchange market which appears on the Reuters Screen CLP= Page at the Specified Time on that FX Reference Date.

“**CLP OBSERVADO**” or “**CLP04**” each means that the Spot Rate for a FX Reference Date will be the Chilean Peso/U.S. Dollar observado rate, expressed as the amount of Chilean Pesos per one U.S. Dollar, for settlement on the same day reported by the Banco Central de Chile which appears on the Reuters Screen CLPOB= Page below the caption “Value” at approximately 10:00 a.m., Santiago time, on the first Business Day following that FX Reference Date.

“**CLP OFFICIAL RATE**” or “**CLP08**” each means that the Spot Rate for a FX Reference Date will be the Chilean Peso/U.S. Dollar official rate, expressed as the amount of Chilean Pesos per one U.S. Dollar, calculated in accordance with Title I, Chapter 1, Number 6 of the Compendium of International Exchange Norms of the Banco Central de Chile and published by the Banco Central de Chile at the Specified Time, if any, on the first Business Day following that FX Reference Date.

“**CLP TELERATE 38942**” or “**CLP09**” each means that the Spot Rate for a FX Reference Date will be the Chilean Peso/U.S. Dollar observado rate, expressed as the amount of Chilean Pesos per one U.S. Dollar, for settlement on the same day reported by the Banco Central de Chile which appears on the Telerate Page 38942 below the caption “Dolar Observado” at approximately 10:00 a.m., Santiago time, on the first Business Day following that FX Reference Date.

“**CLP DÓLAR OBS**” or “**CLP10**” each means that the Spot Rate for a FX Reference Date will be the Chilean Peso/U.S. Dollar “observado” rate, expressed as the amount of Chilean Pesos per one U.S. Dollar, for settlement in one Business Day reported by the Banco Central de Chile (www.bcentral.cl) as the “Dólar Observado” (Dollar Observado) rate by not later than 10:30 a.m., Santiago time, on the first Business Day following that FX Reference Date.

“**EMTA CLP INDICATIVE SURVEY RATE**” or “**CLP11**” each means that the Spot Rate for a FX Reference Date will be the Chilean Peso/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Chilean Pesos per one U.S. Dollar, for settlement on the same day, as published on EMTA’s website (www.emta.org) at approximately 11:00 a.m., Santiago time, or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA CLP Indicative Survey Methodology (which means a methodology, dated as of 1 August 2006, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Chilean Peso/U.S. Dollar markets for the purpose of determining the EMTA CLP Indicative Survey Rate).

Colombian Peso

“**COP CO/COL03**” or “**COP01**” each means that the Spot Rate for a FX Reference Date will be the Colombian Peso/U.S. Dollar fixing rate, expressed as the amount of Colombian Pesos per one U.S. Dollar, for settlement on the same day reported by the Colombian Banking Superintendency which appears on the Reuters Screen CO/COL03 Page to the right of the caption “TCRM” (“*Tasa de Cierre Representativa del Mercado*” or closing market price) below the heading “Hoy” at approximately 9:30 a.m., Bogota time, on the first Business Day following that FX Reference Date.

“**COP TRM**” or “**COP02**” each means that the Spot Rate for a FX Reference Date will be the Colombian Peso/U.S. Dollar fixing rate, expressed as the amount of Colombian Pesos per one U.S. Dollar, for settlement on the same day reported by the Colombian Financial Superintendency (www.banrep.gov.co) as the “*Tasa Representativa del Mercado* (TRM)” (also referred to as the “*Tasa de Cambio Representativa del Mercado*” (TCRM)) by not later than 10:30 a.m., Bogotá time, on the first Business Day following that FX Reference Date.

“**EMTA COP INDICATIVE SURVEY RATE**” or “**COP03**” each means that the Spot Rate for a FX Reference Date will be the Colombian Peso/U.S. Dollar Specified Rate for U.S. Dollars, expressed as

the amount of Colombian Pesos per one U.S. Dollar, for settlement on the same day, as published on EMTA's website (www.emta.org) at approximately 11:30 a.m., Bogotá time, or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA COP Indicative Survey Methodology (which means a methodology, dated as of 1 August 2006, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Colombian Peso/U.S. Dollar markets for the purpose of determining the EMTA COP Indicative Survey Rate).

Ecuadorian Sucre

“**ECS DNRP**” or “**ECS01**” each means that the Spot Rate for a FX Reference Date will be the Ecuadorian Sucre/U.S. Dollar Specified Rate, expressed as the amount of Ecuadorian Sucres per one U.S. Dollar, for settlement in one Business Day which appears on Reuters Screen DNRP Page below the caption “Official” at 12:00 noon, Guayaquil time, on that FX Reference Date.

“**ECS ECBCE02**” or “**ECS02**” each means that the Spot Rate for a FX Reference Date will be the Ecuadorian Sucre/U.S. Dollar Specified Rate, expressed as the amount of Ecuadorian Sucres per one U.S. Dollar, for settlement in one Business Day which appears on Reuters Screen ECBCE02 Page at the Specified Time on that FX Reference Date.

Mexican Peso

“**MXP BNMX**” or “**MXP01**” each means that the Spot Rate for a FX Reference Date will be the Mexican Peso/U.S. Dollar fixing rate, expressed as the amount of Mexican Pesos per one U.S. Dollar, for settlement in two Business Days reported by Banco de Mexico which appears on the Reuters Screen BNMX Page opposite the caption “Fix” at the close of business in Mexico City on that FX Reference Date.

“**MXP FIXING RATE**” or “**MXP02**” each means that the Spot Rate for a FX Reference Date will be the Mexican Peso/U.S. Dollar fixing rate, expressed as the amount of Mexican Pesos per one U.S. Dollar, for settlement in two Business Days which is published by Banco de Mexico in the Official Gazette of the Federation pursuant to the rules applicable to determine the exchange rate to pay obligations denominated in foreign currency payable in Mexico on the first Business Day following that FX Reference Date.

“**MXP MEX01**” or “**MXP03**” each means that the Spot Rate for a FX Reference Date will be the Mexican Peso/U.S. Dollar fixing rate, expressed as the amount of Mexican Pesos per one U.S. Dollar, for settlement in two Business Days reported by Banco de Mexico which appears on Reuters Screen MEX01 Page under the heading “MXNFIX=RR”, at the close of business in Mexico City on that FX Reference Date.

“**MXP PUBLISHE**” or “**MXP04**” each means the Spot Rate for a FX Reference Date will be the Mexican Peso/U.S. Dollar fixing rate, expressed as the amount of Mexican Pesos per one U.S. Dollar, for settlement in two Business Days published by the Bolsa Mexicana de Valores, S.A. de C.V. (as established in Section 2 of the “Resolution concerning the exchange rate applicable for calculating the Mexican Peso equivalent of principal and interest of Mexican Treasury Notes denominated in foreign currency and payable in Mexican Pesos” published in the *Diário Oficial de la Federacion* on 11 November 1991) in the *Movimiento Diário del Mercado de Valores de la Bolsa Mexicana de Valores, S.A. de C.V.* under the heading “*Movimiento Diário del Mercado de Valores*” on that FX Reference Date.

Peruvian Sol

“**PEN PDSB**” or “**PEN01**” each means that the Spot Rate for a FX Reference Date will be the Peruvian Sol/U.S. Dollar Specified Rate, expressed as the amount of Peruvian Sols per one U.S. Dollar, for settlement on that same day which appears on the Reuters Screen PDSB Page in the row entitled “INTRB” and below the caption “ULT/REUTERS” at approximately 12:00 noon, Lima time, on that FX Reference Date.

“**PEN PDSC**” or “**PEN02**” each means that the Spot Rate for a FX Reference Date will be the Peruvian Sol/U.S. Dollar inter-bank rate expressed as the amount of Peruvian Sols per one U.S. Dollar, for settlement on that same day which appears on the Reuters Screen PDSC Page below the caption “INTERBANCARIO” as of 11:00 a.m., Lima time, on that FX Reference Date.

“**PEN WT AVE**” or “**PEN03**” each means that the Spot Rate for a FX Reference Date will be the midpoint of the Peruvian Sol/U.S. Dollar closing weighted average bid and offer “*compra y venta*” exchange rates expressed as the amount of Peruvian New Sols per one U.S. Dollar for settlement on the same day, reported by the Superintendencia de Banca, Seguros y AFP (www.sbs.gob.pe) of the Republic of Peru at approximately 5:00 p.m., Lima time, on that FX Reference Date.

“**EMTA PEN INDICATIVE SURVEY RATE**” or “**PEN04**” each means that the Spot Rate for a FX Reference Date will be the Peruvian Sol/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Peruvian Sols per one U.S. Dollar, for settlement on the same day, as published on EMTA’s website (www.emta.org) at approximately 11:00 a.m., Lima time, or as soon thereafter as practicable, on such FX Reference Date. The Spot Rate shall be calculated by EMTA (or a service provider EMTA may select in its sole discretion) pursuant to the EMTA PEN Indicative Survey Methodology (which means a methodology, dated as of 1 August 2006, as amended from time to time, for a centralised industry-wide survey of financial institutions that are active participants in the Peruvian Sol/U.S. Dollar markets for the purpose of determining the EMTA PEN Indicative Survey Rate).

“**PEN INTERBANK AVE**” or “**PEN05**” each means that the Spot Rate for a FX Reference Date will be the Peruvian Sol/U.S. Dollar average exchange rate in the inter-bank market expressed as the amount of Peruvian New Sols per one U.S. Dollar for settlement on the same day reported by the Banco Central de Reserva del Peru (www.bcrp.gob.pe) as the “*Tipo de Cambio Interbancario Promedio*” at approximately 2:00 p.m., Lima time, on that FX Reference Date.

Venezuelan Bolivar

“**VEF FIX**” or “**VEF01**” each means that the Spot Rate for a FX Reference Date will be the midpoint of the Venezuelan Bolivar/U.S. Dollar Tipo de Câmbio De Referencia buying and selling rates, expressed as the amount of Venezuelan Bolivar per one U.S. Dollar, for settlement in two Business Days reported by the Banco Central de Venezuela (www.bcv.org.ve) at approximately 5:00 p.m., Caracas time, on that FX Reference Date.

Middle East/Africa**Israeli Shekel**

“**ILS BOIJ**” or “**ILS01**” each means that the Spot Rate for a FX Reference Date will be the Israeli Shekel/U.S. Dollar fixing rate, expressed as the amount of Israeli Shekels per one U.S. Dollar, for settlement in two Business Days reported by the Bank of Israel which appears on the Reuters Screen BOIJ Page opposite the symbol “USD” and below the caption “REP RATES” at approximately 3:15 p.m., Tel Aviv time, on that FX Reference Date.

“**ILS FXIL**” or “**ILS02**” each means that the Spot Rate for a FX Reference Date will be the Israeli Shekel/U.S. Dollar Specified Rate, expressed as the amount of Israeli Shekels per one U.S. Dollar, for settlement in two Business Days which appears on the Reuters Screen FXIL Page at the Specified Time, on that FX Reference Date.

Lebanese Pound

“**LBP BDLX**” or “**LBP01**” each means that the Spot Rate for a FX Reference Date will be the Lebanese Pound/U.S. Dollar Specified Rate, expressed as the amount of Lebanese Pounds per one U.S. Dollar, for settlement in two Business Days which appears on the Reuters Screen BDLX Page as of 12:00 noon, Beirut time, on that FX Reference Date.

Moroccan Dirham

“**MAD OFFICIAL RATE**” or “**MAD01**” each means that the Spot Rate for a FX Reference Date will be the Moroccan Dirham/U.S. Dollar Specified Rate, expressed as the amount of Moroccan Dirham per one U.S. Dollar, for settlement in two Business Days reported by the Central Bank of Morocco as of 1:00 p.m., Rabat time, on that FX Reference Date.

3 Adjustments to Observation Dates

If an Observation Date is not an FX Business Day, such Observation Date will be deemed to be the immediately succeeding FX Business Day unless “Disrupted Day” is specified as applicable in the relevant Final Terms and, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day:

- (a) where the FX Linked Notes relate to a single FX Rate, the Calculation Agent shall determine such FX Rate on such Observation Date in accordance with the first applicable Disruption Fallback (applied in accordance with its terms); and
- (b) where the FX Linked Notes relate to a Basket of FX Rates, for each FX Rate that the Calculation Agent determines is not an Affected FX Rate, the Observation Date shall be the Scheduled Observation Date and, for each Affected FX Rate, the Calculation Agent shall determine such Affected FX Rate in accordance with the first applicable Disruption Fallback (applied in accordance with its terms).

4 Adjustments to Averaging Dates

If “Disrupted Day” is specified as applicable in the relevant Final Terms, and if the Calculation Agent determines that any Averaging Date is a Disrupted Day:

- (a) if “Omission” is specified as applicable then, such Averaging Date will be deemed not to be a relevant Averaging Date for the purposes of determining any amount payable under the FX Linked Notes or making any other determination thereunder, provided that, if through the operation of this provision there would not be any Averaging Dates, then the final Averaging Date will be deemed to be the sole Averaging Date, and the Calculation Agent shall determine the FX Rate on such sole Averaging Date in accordance with the first applicable Disruption Fallback (applied in accordance with its terms).
- (b) if “Postponement” is specified in the relevant Final Terms, FX Condition 3 will apply for the purpose of determining the relevant Reference Value for that Averaging Date as if such Averaging Date were an

Observation Date that was a Disrupted Day, irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date; or

- (c) “Modified Postponement” is specified in the relevant Final Terms, then:
 - (i) where the FX Linked Notes relate to a Single FX Rate, the relevant Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Observation Time on the eighth FX Business Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date then (A) that eighth FX Business Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall, where practicable, determine the Reference Value for that Averaging Date in accordance with FX Condition 3; or
 - (ii) where the Notes relate to a Basket of FX Rates, the Averaging Date for each FX Rate not affected by the occurrence of a Disrupted Day shall be the date specified in the relevant Final Terms as an Averaging Date, and the Averaging Date for each FX Rate affected by the occurrence of a Disrupted Day (each an “**Affected FX Rate**”) shall be the first succeeding Valid Date in relation to such Affected FX Rate. If the first succeeding Valid Date in respect of the Affected FX Rate has not occurred as of the Observation Time on the eighth FX Business Day immediately following the original date that, but for the occurrence of another Averaging Date would have been the final Averaging Date, then (A) that eighth FX Business Day shall be deemed to be the Averaging Date (irrespective of whether that eighth FX Business Day is already an Averaging Date) in respect of the Affected FX Rate, and (B) the Calculation Agent shall determine the Reference Value for that Averaging Date in accordance with FX Condition 3.

5 Fallback Reference Date

Notwithstanding any other terms of these FX Conditions, if a Fallback Reference Date is specified in the relevant Final Terms to be applicable to any FX Reference Date (any such date being, for the purposes of this FX Condition 5, an “**FX Relevant Date**”) for an FX Rate (for the purposes of this FX Condition 5, an “**Affected FX Rate**”), and, following adjustment of such FX Relevant Date in accordance with FX Condition 3 or FX Condition 4, as the case may be, the FX Relevant Date would otherwise fall after the specified Fallback Reference Date in respect of such Affected FX Rate, then such Fallback Reference Date shall be deemed to be such FX Relevant Date for such Affected FX Rate.

If such Fallback Reference Date is not an FX Business Day or is a Disrupted Day in respect of such Affected FX Rate, as the case may be, then the Calculation Agent shall determine its good faith estimate of the value for such Affected FX Rate on such Fallback Reference Date.

6 Corrections to Published and Displayed Rates

- (a) In any case where an FX Rate is based on information obtained from the Reuters Monitor Money Rates Service, or any other financial information service, the FX Rate will be subject to the corrections, if any, to that information subsequently displayed by that source within one hour of the time when such rate is first displayed by such source, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction.
- (b) Notwithstanding FX Condition 6(a), in any case where the FX Rate is based on information published or announced by any governmental authority in a relevant country, the FX Rate will be subject to the corrections, if any, to that information subsequently published or announced by that source within five

days of the relevant FX Reference Date, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction.

7 Successor Currency

Where the relevant Final Terms specify that “Successor Currency” is applicable in respect of an FX Rate, then:

- (a) each Reference Currency will be deemed to include any lawful successor currency to the Reference Currency (the “**Successor Currency**”);
- (b) if the Calculation Agent determines that, on or after the Issue Date but on or before any relevant date under the FX Linked Notes on which an amount may be payable, a country has lawfully eliminated, converted, redenominated or exchanged its currency in effect on the Issue Date or any Successor Currency, as the case may be (the “**Original Currency**”), for a Successor Currency, then, for the purposes of calculating any amounts of the Original Currency or effecting settlement thereof, any Original Currency amounts will be converted to the Successor Currency by multiplying the amount of Original Currency by a ratio of Successor Currency to Original Currency, which ratio will be calculated on the basis of the exchange rate set forth by the relevant country of the Original Currency for converting the Original Currency into the Successor Currency on the date on which the elimination, conversion, redenomination or exchange took place, as determined by the Calculation Agent. If there is more than one such date, the date closest to such relevant date will be selected (or such other date as may be selected by the Calculation Agent in its sole and absolute discretion); and
- (c) notwithstanding FX Condition 7(b) above, the Calculation Agent may (to the extent permitted by the applicable law), in good faith and in a commercially reasonable manner, select such other exchange rate or other basis for the conversion of an amount of the Original Currency to the Successor Currency and, will make such adjustment(s) that it determines to be appropriate, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms in respect of the FX Linked Notes to account for such elimination, conversion, redenomination or exchange of the Reference Currency.

8 Rebasing of FX Linked Notes

If the relevant Final Terms specify that “Rebasing” is applicable, then, if, on or prior to any FX Reference Date or any other relevant date, the Calculation Agent is unable to obtain a value for an FX Rate (because the Reference Currency and/or Base Currency ceases to exist, or for any other reason other than a temporary disruption, as determined by the Calculation Agent), the Calculation Agent may rebase the FX Linked Notes against another foreign exchange rate determined by the Calculation Agent, in its sole and absolute discretion, to be a comparable foreign exchange rate. If the Calculation Agent determines in its sole and absolute discretion that there is not such a comparable foreign exchange rate, the Issuer may elect to redeem the FX Linked Notes by notice to Noteholders on the date specified in the notice at the Early Redemption Amount of each FX Linked Note.

9 Consequences of an Additional Disruption Event

If Additional Disruption Events are specified in the relevant Final Terms, then, if an Additional Disruption Event has occurred:

- (a) the Calculation Agent will determine, in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the General Conditions relating to interest and/or redemption and/or Weighting and/or any of the other terms of these Terms and Conditions and/or the relevant Final

Terms, and/or remove and/or substitute the affected FX Rate, to account for the Additional Disruption Event and determine the effective date of that adjustment; or

- (b) redeem the FX Linked Notes at the Early Redemption Amount in accordance with General Condition 7(a).

Any adjustment made in accordance with this FX Condition 9 shall be notified to Noteholders in accordance with General Condition 17.

ANNEX VI: INFLATION INDEX LINKED NOTES

If “Inflation Index Linked Notes” are specified as applicable in the relevant Final Terms, the terms and conditions applicable to such Inflation Index Linked Notes shall comprise (a) the General Conditions and (b) these Inflation Index Conditions and the General Conditions, which will be subject to completion by the relevant Final Terms. In the event of any inconsistency between the General Conditions and the Inflation Index Conditions, the Inflation Index Conditions shall prevail.

1 Definitions Applicable to Inflation Index Linked Notes

For the purposes of the Inflation Index Conditions, the following terms shall have the meanings set out below:

“**Additional Disruption Event**” means any of Change in Law, Hedging Disruption or Increased Cost of Hedging, in each case if specified as applicable in the relevant Final Terms.

“**Base Level**” means the Reference Value (excluding any “flash” estimates) published or announced by the Index Sponsor in respect of the month which is 12 calendar months prior to the Reference Month for which the Substitute Reference Value is being determined.

“**Determination Date**” means an Interest Payment Date (if applicable), Automatic Early Redemption Date (if applicable), Maturity Date or any other date on which payment is due to be made as specified in the relevant Final Terms.

“**Fallback Bond**” means a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation the Inflation Index relates and which pays a coupon or redemption amount which is calculated by reference to the Inflation Index, with a maturity date which falls on (a) the same day as the Maturity Date, (b) the next longest maturity after the Maturity Date if there is no such bond maturing on the Maturity Date, or (c) the next shortest maturity before the Maturity Date if no bond defined in (a) or (b) is selected by the Calculation Agent. If the Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation linked bonds issued on or before the Issue Date and, if there is more than one inflation linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems, the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged).

“**Index Cancellation**” means a level for the Inflation Index has not been published or announced for two consecutive months and/or the Index Sponsor cancels the Index and/or the Index Sponsor announces that it will no longer continue to publish or announce the Index and no Successor Index exists.

“**Index Modification**” means the 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 the Inflation Index or in any other way materially modifies the Index.

“**Index Sponsor**” means the index sponsor specified in the relevant Final Terms.

“**Inflation Index**” means the index specified in the relevant Final Terms, or any Successor Index.

“**Latest Level**” means the latest Reference Value (excluding any “flash” estimates) published or announced by the Index Sponsor prior to the Reference Month in respect of which the Substitute Reference Value is being determined.

“**Reference Month**” means the calendar month for which the Reference Value was reported, regardless of when this information is published or announced. If the period for which the Reference Value was reported is a period other than a month, the Reference Month shall be the period for which the Reference Value was reported.

“**Reference Level**” means the Reference Value (excluding any “flash” estimates) published or announced by the Index Sponsor in respect of the Reference Month that is 12 calendar months prior to the Reference Month in respect of the Latest Level.

“**Reference Value**” means the level of the Index or any Substitute Reference Value.

“**Related Bond**” means, if specified as applicable in the relevant Final Terms, means the bond specified as such in the relevant Final Terms or, if specified as applicable in the relevant Final Terms and no bond is specified therein, the Fallback Bond.

2 Adjustments

(a) Delay in Publication

If the Calculation Agent determines that the Index Sponsor has failed to publish or announce the Reference Value in respect of any Reference Month which is to be utilised in any calculation or determination to be made by the Issuer in respect of a Determination Date, at any time prior to the fifth Business Day prior to such Determination Date, then the Reference Value with respect to any Reference Month which is to be utilised in any calculation or determination to be made by the Calculation Agent and/or the Issuer with respect to such Determination Date (the “**Substitute Reference Value**”) shall be determined by the Calculation Agent as follows:

- (i) if “Related Bond” is specified as applicable in the relevant Final Terms, the Calculation Agent shall determine the Substitute Reference Value by reference to the corresponding index level determined under the terms and conditions of the Related Bond; or
- (ii) if the Calculation Agent is not able to determine a Substitute Reference Value under paragraph (i) above, the Calculation Agent shall determine the Substitute Reference Value by reference to the following formula:

$$\text{Substitute Reference Value} = \text{Base Level} \times (\text{Latest Level}/\text{Reference Level}).$$

The Issuer shall promptly give notice to Noteholders in accordance with General Condition 17 of any Substitute Reference Value.

(b) Cessation of Publication

If the Calculation Agent determines that the level of an Inflation Index is not calculated and announced by the Index Sponsor for two consecutive months and/or the Index Sponsor announces that it will not longer continue to publish or announce the Index and/or the Index Sponsor cancels the Index then the Calculation Agent shall determine a successor index (a “**Successor Index**”) (in lieu of any previously applicable Index) for the purposes of the Notes as follows:

- (i) if “Related Bond” is specified as applicable in the relevant Final Terms, the successor index (if any) designated pursuant to the terms and conditions of the Related Bond and such successor

index shall be designated as a Successor Index, notwithstanding that a Successor Index may have been previously determined under paragraph (ii), (iii) or (iv) below; or]

- (ii) if “Related Bond” is specified as not applicable in the relevant Final Terms or a Successor Index has not been designated in accordance with paragraph (i) above, if the Index Sponsor announces that it will no longer publish or announce the Inflation Index but that it will be superseded by a replacement Inflation Index specified by the Index Sponsor, and the Calculation Agent determines that such replacement Inflation Index is calculated using the same or a substantially similar formula or method of calculation as used in the calculation of the Inflation Index, such replacement index shall be designated as a “Successor Index”;
- (iii) a Successor Index has not been designated in accordance with paragraph (i) or (ii) above, the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If either four or five responses are received and three or more such responses state the same index, such index will be designated as a Successor Index;
- (iv) If a Successor Index has not been designated in accordance with paragraph (i), (ii) or (iii) above by the fifth Business Day prior to the relevant Determination Date, the Calculation Agent shall determine an alternative index to be designated as a Successor Index; and
- (v) if the Calculation Agent determines that neither paragraph (i), (ii), (iii) nor (iv) above applies, there will be deemed to be no Successor Index and an Index Cancellation will be deemed to have occurred.

For the avoidance of doubt, the Calculation Agent shall determine the date on which the Successor Index shall be deemed to replace the Index for the purposes of the Notes. Notice of the determination of a Successor Index, the effective date of the Successor Index or the occurrence of an Index Cancellation will be given to Noteholders by the Issuer in accordance with General Condition 17.

(c) ***Index Cancellation***

If the Calculation Agent determines that an Index Cancellation has occurred, the Issuer may redeem each Note on the date notified by the Issuer to Noteholders in accordance with General Condition 17 at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the Index Cancellation, less, unless specified otherwise in the relevant Final Terms, the cost to the Issuer of amending or liquidating any financial instruments or transactions entered into by the Issuer in connection with the Note, together with any costs, expenses, fees or taxes incurred by the Issuer in respect of any such financial instruments or transactions. Notice of any redemption of the Notes pursuant to this Inflation Index Condition 2(c) shall be given to Noteholders in accordance with General Condition 17.

(d) ***Rebasing***

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the “**Rebased Index**”) will be used for purposes of determining the Reference Value from the date of such rebasing; provided, however, that the Issuer may make (i) if “Related Bond” is specified as applicable in the relevant Final Terms, any adjustments as are made pursuant to the terms and conditions of the Related Bond, if any, to the past levels of the Rebased Index so that the Rebased Index levels prior to the date of rebasing reflect the same rate of inflation as before the rebasing, and/or (ii) if “Related Bond” is specified as not applicable in the relevant Final Terms, the Calculation Agent may make such adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Index before it was rebased.

(e) ***Index Modification***

If, on or prior to the fifth Business Day prior to a Determination Date, the Calculation Agent determines that an Index Modification has occurred the Issuer may (i) if “Related Bond” is specified as applicable in the relevant Final Terms, make any adjustments to the Index consistent with any adjustments made to the Related Bond as the Calculation Agent deems necessary, or (ii) if “Related Bond” is specified as not applicable in the relevant Final Terms has occurred, make only those adjustments to the Index as the Calculation Agent deems necessary for the modified Index to continue as the Index.

(f) ***Index Level Adjustment Correction***

The first publication or announcement of the Reference Value (disregarding estimates) by the Index Sponsor for any Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations, save that in respect of the EUR-All Items-Revised Consumer Price Index, the ESPNational- Revised Consumer Price Index (CPI) and the ESP-Harmonised-Revised Consumer Price Index HCPI, revisions to the Reference Value which are published or announced up to and including the day that is two Business Days prior to the relevant Determination Date (as the case may be) will be valid and the revised Reference Value for the relevant Reference Month will be deemed to be the final and conclusive Reference Value for such Reference Month.

The Issuer shall give notice to Noteholders of any valid revision in accordance with General Condition 17.

(g) ***Manifest Error in Publication***

If, within 30 days of publication but no later than the day that is five Business Days prior to the next Determination Date, the Calculation Agent determines that the Index Sponsor has corrected the level of the Inflation Index to remedy a material error in its original publication, the Calculation Agent will notify the Issuer and the Noteholders, in accordance with General Condition 17, of (i) that correction and (ii) any amount that may be payable as a result of that correction, and take such other action as it may deem necessary to give effect to such correction.

(h) ***Additional Disruption Events***

If Additional Disruption Events are specified as applicable in the relevant Final Terms, then, if an Additional Disruption Event occurs:

- (i) the Calculation Agent will determine, in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the General Conditions relating to interest and/or redemption and/or Weighting and/or any of the other terms of these Terms and Conditions and/or the relevant Final Terms, and/or remove and/or substitute the affected Index, to account for the Additional Disruption Event and determine the effective date of that adjustment; or
- (ii) by giving notice to Noteholders in accordance with General Condition 17, the Issuer, in its sole and absolute discretion, may redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice, as soon as practicable, to the Noteholders in accordance with General Condition 17 stating the occurrence of the

Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

FORM OF THE NOTES

Initial Issue of Notes

Each Tranche of Notes in bearer form will be initially represented by a Temporary Global Note, in bearer form without coupons, which will be deposited on behalf of the subscribers of the relevant Notes (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream with a common depositary (the “**Common Depositary**”) for Euroclear and Clearstream, or (b) in the case of a Tranche intended to be cleared through Euroclear Netherlands, with Euroclear Netherlands, or (c) in the case of a Tranche intended to be cleared through a clearing system, as otherwise agreed between the Issuer and the relevant Dealer(s), on or about the issue date of the relevant Notes. No interest will be payable in respect of a Temporary Global Note except as provided below. Upon deposit of the Temporary Global Note with the Common Depositary, Euroclear or Clearstream will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed.

Upon registration of the Registered Notes in the name of the nominee for Euroclear and/or Clearstream and delivery of the relevant Global Certificate to the Common Depositary, Euroclear or Clearstream will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Upon the initial deposit of a Global Certificate in respect of and registration of Registered Notes in the name of a nominee for DTC and delivery of the relevant Global Certificate to the custodian for DTC, DTC will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Any payment due in respect of a Global Note or a Global Certificate will be made to each of Euroclear, Clearstream or DTC in respect of the portion of the Global Note or a Global Certificate held for its account. An accountholder with Euroclear or Clearstream with an interest in a Temporary Global Note will be required, in order to have credited to its account any portion of any payment, to present a certificate in the form set out in the Agency Agreement substantially to the effect that the beneficial owner of the relevant interest in the Global Note is not within the United States or a U.S. person (as such terms are defined by the U.S. Internal Revenue Code and the regulations promulgated thereunder).

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, DTC or any other clearing system, as the holder of a Note represented by a Global Note or Global Certificate must look solely to Euroclear, Clearstream, DTC or any other clearing system, as the case may be, for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising pursuant to the Global Notes or Global Certificates subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, DTC or such other clearing system, as the case may be. Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

Exchange

1 Temporary Global Notes

Each Temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (a) if the relevant Final Terms indicate that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable, in whole, but not in part, for the Definitive Notes defined and described below; and
- (b) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a Permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

2 Permanent Global Notes

Each Permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under “Partial Exchange of Permanent Global Notes”, in part for Definitive Notes:

- (a) unless principal in respect of any Notes is not paid when due, by the Issuer giving notice to Noteholders and the Fiscal Agent of its intention to effect such exchange; or
- (b) if the relevant Final Terms provide that such Global Note is exchangeable at the request of the holder, by the holder giving notice to the Fiscal Agent of its election for such exchange; or

otherwise, (i) if the Permanent Global Note is held on behalf of Euroclear or Clearstream or any other clearing system and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so or (ii) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

3 Global Certificates

Interests in a Global Certificate will be exchangeable (free of charge), in whole but not in part, for Definitive Certificates without receipts, interest coupons or talons attached only upon the occurrence of a Registered Note Exchange Event. For these purposes, “**Registered Note Exchange Event**” means that (a) an Event of Default has occurred and is continuing, (b) in the case of Notes registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depositary for the Notes and no Alternative Clearing System is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act or (c) in the case of Notes registered in the name of a nominee for a Common Depositary for Euroclear and Clearstream, the Issuer has been notified that both Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available. The Issuer will promptly give notice to Noteholders in accordance with General Condition 17 if a Registered Note Exchange Event occurs. In the event of the occurrence of a Registered Note Exchange Event, DTC, Euroclear and/or Clearstream (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

4 Partial Exchange of Permanent Global Notes

For so long as a Permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such Permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes (a) if principal in respect of any Notes is not paid when due or (b) if so provided in, and in accordance with, the Terms and Conditions (which will be set out in the relevant Final Terms) relating to Partly Paid Notes.

5 Delivery of Notes

On or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (a) in the case of a Temporary Global Note exchangeable for a Permanent Global Note, deliver, or procure the delivery of, a Permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a Temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a Permanent Global Note to reflect such exchange or (b) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes. In this Base Prospectus, “**Definitive Notes**” means, in relation to any Global Note, the definitive Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each Permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

6 Exchange Date

“**Exchange Date**” means, in relation to a Temporary Global Note, the day falling on or after the expiry of 40 days after the later of the commencement of its offering and its issue date and, in relation to a Permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

7 Legend

Each Temporary Global Note, Permanent Global Note and any Definitive Note, Receipt, Coupon or Talon issued in compliance with the D Rules under TEFRA will bear the following legend:

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

The sections of the U.S. Internal Revenue Code referred to in the legend provide that a United States taxpayer, with certain exceptions, will not be permitted to deduct any loss, and will not be eligible for capital gains treatment in respect of any gain realised on any sale, exchange or redemption of Notes or any related Coupons.

Each Restricted Global Certificate and each Certificate issued in exchange for a beneficial interest in a Restricted Global Certificate will bear a legend applicable to purchasers who purchase the Registered Notes pursuant to Rule 144A as described under “Transfer Restrictions”.

Amendment to Terms and Conditions

The Temporary Global Notes, Permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the Terms and Conditions of the Notes set out in this Base Prospectus. The following is a brief description of certain of those provisions as set forth in the Global Notes and, where indicated, the Global Certificates:

- **Payments**

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a Permanent Global Note or for Definitive Notes or Definitive Certificates is improperly withheld or refused. Payments on any Temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment so made will be endorsed on each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes. General Condition 13(g) and General Condition 10(e) will apply to the Definitive Notes only. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of “Payment Day” set out in General Condition 8(f).

All payments in respect of Notes represented by a Global Certificate will be made to, or to the order of the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.

- **Prescription**

Claims against the Issuer in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) will become void unless made within a period of five years from the date on which such payment first becomes due.

- **Meetings**

The holder of a Permanent Global Note or of the Notes represented by a Global Certificate shall (unless such Permanent Global Note or Global Certificate represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a Permanent Global Note shall be treated as having one vote in respect of each minimum Specified Denomination of Notes for which such Global Note may be exchanged. (All holders of Registered Notes are entitled to one vote in respect of each minimum Specified Denomination of the Notes comprising such Noteholder’s holding, whether or not represented by a Global Certificate.)

- **Cancellation**

Cancellation of any Note represented by a Permanent Global Note or Global Certificate that is required to be cancelled will be effected by reduction in the nominal amount of the relevant Permanent Global Note or Global Certificate.

- **Purchase**

Notes represented by a Permanent Global Note or Global Certificate may only be purchased by the Issuer or any of its subsidiaries if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

- **Issuer's Option**

Any option of the Issuer provided for in the Terms and Conditions of any Notes while such Notes are represented by a Permanent Global Note or Global Certificate shall be exercised by the Issuer giving notice to Noteholders within the time limits set out in and containing the information required by the Terms and Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of DTC, Euroclear or Clearstream or any other clearing system, as the case may be.

- **Events of Default**

Each Global Note and Global Certificate provides that the holder thereof may cause such Global Note or Global Certificate, or a portion of it, to become due and repayable in the circumstances described in General Condition 12 by stating in the notice to the Fiscal Agent the nominal amount of such Global Note or Global Certificate that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note or Registered Notes represented by a Global Certificate may elect for direct enforcement rights against the Issuer under the terms of a Covenant executed by the Issuer on 22 June 2012 to come into effect in relation to the whole or a part of such Global Note or one or more Registered Notes in favour of the persons entitled to such part of such Global Note or such Registered Notes represented by such Global Certificate, as the case may be, as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Certificate and the corresponding entry in the register kept by the Registrar will become void as to the specified portion or Registered Notes, as the case may be. However, no such election may be made in respect of Notes represented by a Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Certificate shall have been improperly withheld or refused.

- **Notices**

So long as any Notes are represented by a Global Note or Global Certificate and such Global Note or Global Certificate is held on behalf of a clearing system, notices to the Noteholders of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Terms and Conditions or by delivery of the relevant notice to the holder of the Global Note or Global Certificate except that so long as the Notes are listed on Euronext Amsterdam and/or the SIX Structured Products Exchange and the rules of the respective exchange so require, notices shall also be published in the Daily Official List of Euronext Amsterdam and on the internet website of the SIX Swiss Exchange, respectively.

USE OF PROCEEDS

The net proceeds of the Notes will be used by the Issuer for general corporate purposes. If in respect of any particular issue there is a particular identified use of proceeds, this will be stated in the relevant Final Terms, unless otherwise specified in the relevant Final Terms with respect to a specific Tranche of Notes.

REMITTANCE OF RENMINBI INTO AND OUTSIDE THE PRC

The Renminbi is not a freely convertible currency. The remittance of Renminbi into and outside the PRC is subject to controls imposed under PRC law.

Current Account Items

Under PRC foreign exchange control regulations, current account item payments include payments for imports and exports of goods and services, payments of income and current transfers into and outside the PRC.

Prior to July 2009, all current account items were required to be settled in foreign currencies. Since July 2009, the PRC has commenced a pilot scheme pursuant to which Renminbi may be used for settlement of imports and exports of goods between approved pilot enterprises in five designated cities in the PRC including Shanghai, Guangzhou, Dongguan, Shenzhen and Zhuhai and enterprises in designated offshore jurisdictions including Hong Kong and Macau. On 17 June 2010, the PRC government promulgated the Circular on Issues concerning the Expansion of the Scope of the Pilot Program of Renminbi Settlement of Cross-Border Trades (Yin Fa (2010) No. 186) (the “**Circular**”), pursuant to which (i) Renminbi settlement of imports and exports of goods and of services and other current account items became permissible, (ii) the list of designated pilot districts was expanded to cover 20 provinces and cities including Beijing, and (iii) the restriction on designated offshore districts was lifted. Accordingly, any enterprises in the designated pilot districts and offshore enterprises are entitled to use Renminbi to settle any current account items between them (except in the case of payments for exports of goods from the PRC, such Renminbi remittance may only be effected by approved pilot enterprises in designated pilot districts in the PRC). In August 2011, the PRC government further expanded Renminbi cross-border trade settlement across the PRC.

As a new regulation, the Circular will be subject to interpretation and application by the relevant PRC authorities. Local authorities may adopt different practices in applying the Circular and impose conditions for settlement of current account items.

Capital Account Items

Under PRC foreign exchange control regulations, capital account items include cross-border transfers of capital, direct investments, securities investments, derivative products and loans. Capital account payments are generally subject to approval of the relevant PRC authorities.

Settlements for capital account items are generally required to be made in currencies other than Renminbi. For example, foreign investors (including any Hong Kong investors) are required to make any capital contribution to foreign invested enterprises in a foreign currency in accordance with the terms set out in the relevant joint venture contract and/or articles of association as approved by the relevant authorities. Foreign invested enterprises or the relevant PRC parties are also generally required to make capital item payments, including payment of (i) proceeds arising from liquidations, transfers of shares and reductions of capital and (ii) interest and principal repayments to foreign investors in a foreign currency. However, the relevant PRC authorities may allow a foreign entity to make a capital contribution or a shareholder’s loan to a foreign invested enterprise with Renminbi lawfully obtained by it outside the PRC and for such foreign invested enterprise to make related interest payments and principal repayment to its foreign investor outside the PRC in Renminbi on a trial basis. Such foreign invested enterprise may be required to complete registration and verification process with the relevant PRC authorities before such Renminbi remittances are authorised.

On 7 April 2011, the State Administration of Foreign Exchange (“SAFE”) published the Circular on Issues Concerning the Capital Account Items in Connection with Cross-border Renminbi (the “**SAFE Circular**”), which became effective on 1 May 2011. According to the SAFE Circular, in the event that foreign investors intend to use cross-border Renminbi (including offshore Renminbi and onshore Renminbi held in the capital accounts of non-PRC residents) to contribute towards an onshore enterprise or to make payment for the purchase of any equity interest in an onshore enterprise from a PRC resident, such onshore enterprise shall be required to (i) submit the prior written consent obtained from the relevant Ministry of Commerce (“**MOFCOM**”) to the relevant local branches of SAFE that oversee such onshore enterprise and (ii) register for foreign invested enterprise status. Furthermore, the SAFE Circular states that any foreign debts borrowed, and any external guarantees provided, by an onshore entity (including a financial institution) denominated in RMB shall, in principle, be regulated under the current PRC foreign debt and external guarantee regime.

On 12 October 2011, MOFCOM published the Circular on Issues in Relation to Cross-border RMB Foreign Direct Investment (the “**MOFCOM RMB FDI Circular**”). In accordance with the MOFCOM RMB FDI Circular, MOFCOM and its local counterparts are authorised to approve RMB foreign direct investment (“**FDI**”) in accordance with existing PRC laws and regulations regarding foreign investment, with certain exceptions which require the preliminary approval of the applicable local counterpart of MOFCOM and the consent of MOFCOM: (i) RMB FDI with the capital contribution in Renminbi of RMB300 million or more; (ii) RMB FDI in financing guarantee, financing lease, micro financing or auction industries; (iii) RMB FDI in foreign invested investment companies, venture capital or equity investment enterprises; or (iv) RMB FDI in cement, iron & steel, electrolytic aluminium, shipbuilding or other policy sensitive sectors. In addition, RMB FDI in real estate sector is allowed following the existing rules and regulations of foreign investment in real estate, although Renminbi foreign debt remains unavailable to foreign invested real estate enterprises. The MOFCOM RMB FDI Circular also states that the proceeds of RMB FDI may not be used for investment in securities, financial derivatives or entrustment loans in the PRC, except for investments in PRC domestic listed companies through private placements or share transfers by agreement under the PRC strategic investment regime.

On 13 October 2011, PBOC published the Measures on Administration of RMB Settlement in Relation to Foreign Direct Investment (the “**PBOC RMB FDI Measures**”), pursuant to which special approval for RMB FDI and shareholder loans which was previously required by PBOC is no longer necessary. In some cases however, post-event filing with PBOC is still necessary.

Among others things, the PBOC RMB FDI Measures provide that (i) foreign invested enterprises are required to register with the local branch of PBOC within 10 working days of obtaining the relevant business licences for the purpose of Renminbi settlement, (ii) a foreign investor is allowed to open a Renminbi expense account to reimburse certain expenses before the establishment of a foreign invested enterprise, and the balance in such an account can be transferred to the Renminbi capital account of such foreign invested enterprise when it is established, (iii) commercial banks can remit a foreign investor’s Renminbi proceeds from any distributions (in the form of dividends or otherwise) by its PRC subsidiaries out of the PRC after reviewing certain requisite documents, (iv) if a foreign investor intends to use its Renminbi proceeds from any distributions (in the form of dividends or otherwise) by its PRC subsidiaries, such foreign investor may open a Renminbi re-investment account to pool the Renminbi proceeds and (v) PRC parties selling stakes in domestic enterprises to foreign investors can open Renminbi accounts and receive the purchase price in Renminbi paid by such foreign investors.

The PBOC RMB FDI Measures also state that the foreign debt quota of a foreign invested enterprise constitutes its Renminbi debt and foreign currency debt owed to its offshore shareholders, offshore affiliates and offshore financial institutions, and that a foreign invested enterprise may open a Renminbi account to receive Renminbi proceeds borrowed offshore by submitting the applicable Renminbi loan contract to the

relevant commercial bank and make repayments of principal of and interest on such debt in Renminbi by submitting certain documents as required to the such commercial bank.

As new regulations, the SAFE Circular, the MOFCOM RMB FDI Circular and the PBOC RMB FDI Measures will be subject to interpretation and application by the relevant PRC authorities. Furthermore, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules.

CLEARING AND SETTLEMENT

Book-Entry Ownership

Registered Notes

The Issuer may make applications to Clearstream and/or Euroclear for acceptance in their respective book-entry systems in respect of the Notes to be represented by a Global Certificate. Each Global Certificate deposited with a nominee for Clearstream and/or Euroclear will have an ISIN and a Common Code.

The Issuer and a relevant U.S. agent appointed for such purpose that is an eligible DTC participant may make application to DTC for acceptance in its book-entry settlement system of the Registered Notes represented by a Global Certificate. Each such Global Certificate will have a CUSIP number. Each Global Certificate will be subject to restrictions on transfer contained in a legend appearing on the front of such Global Certificate, as set out under “*Transfer Restrictions*”. In certain circumstances, as described below in “*Transfers of Registered Notes*”, transfers of interests in a Global Certificate may be made as a result of which such legend may no longer be required.

In the case of a Tranche of Registered Notes to be cleared through the facilities of DTC, the custodian, with whom the Global Certificates are deposited, and DTC will electronically record the nominal amount of the Registered Notes held within the DTC system. Investors may hold their beneficial interests in a Global Certificate directly through DTC if they are participants in the DTC system, or indirectly through organisations which are participants in such system.

Payments of the principal of, and interest on, each Global Certificate registered in the name of DTC’s nominee will be to or to the order of its nominee as the registered owner of such Global Certificate. The Issuer expects that the nominee, upon receipt of any such payment, will immediately credit DTC participants’ accounts with payments in amounts proportionate to their respective beneficial interests in the nominal amount of the relevant Global Certificate as shown on the records of DTC or the nominee. The Issuer also expects that payments by DTC participants to owners of beneficial interests in such Global Certificate held through such DTC participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such DTC participants. None of the Issuer, any Paying Agent, any Exchange Agent or any Transfer Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in the Global Certificates or for maintaining, supervising or reviewing any records relating to such ownership interests.

All Registered Notes will initially be in the form of a Global Certificate. Individual Certificates will only be available in the case of Notes initially represented by an Unrestricted Global Certificate, in the amounts specified in the relevant Final Terms and, in the case of Notes represented by a Restricted Global Certificate, in amounts of USD 100,000 (or its equivalent rounded upwards as agreed between the Issuer and the relevant Dealer(s)), or higher integral multiples of USD 1,000, in certain limited circumstances described below.

Transfers of Registered Notes

Transfers of interests in Global Certificates within DTC, Clearstream and Euroclear will be in accordance with the usual rules and operating procedures of the relevant clearing system. The laws of some states in the United States require that certain persons take physical delivery in definitive form of securities. Consequently, the ability to transfer interests in a Global Certificate to such persons may be limited. Because DTC can only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Global Certificate to pledge such interest to persons or entities that do not participate, directly

or indirectly in DTC, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate in respect of such interest.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described above and under “Transfer Restrictions”, cross-market transfers between DTC, on the one hand, and directly or indirectly through Clearstream or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the custodian, the Registrar and the Fiscal Agent.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream and transfers of Notes of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream and Euroclear, on the other, transfers of interests in the relevant Global Certificates will be effected through the Fiscal Agent, the custodian and the Registrar receiving instructions (and where appropriate certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. Transfers will be effected on the later of (i) three business days after the trade date for the disposal of the interest in the relevant Global Certificate resulting in such transfer and (ii) two business days after receipt by the Fiscal Agent or the Registrar, as the case may be, of the necessary certification or information to effect such transfer. In the case of cross-market transfers, settlement between Euroclear or Clearstream accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

For a further description of restrictions on transfer of Registered Notes, see “*Transfer Restrictions*”.

DTC has advised the Issuer that it will take any action permitted to be taken by a holder of Registered Notes (including, without limitation, the presentation of Global Certificates for exchange as described above) only at the direction of one or more participants in whose account with DTC interests in Global Certificates are credited and only in respect of such portion of the aggregate nominal amount of the relevant Global Certificates as to which such participant or participants has or have given such direction. However, in the circumstances described above, DTC will surrender the relevant Global Certificates for exchange for individual Certificates (which will bear the legend applicable to transfers pursuant to Rule 144A).

DTC has advised the Issuer as follows: DTC is a limited purpose trust company organised under the laws of the State of New York, a “banking organisation” under the laws of the State of New York, a member of the U.S. Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic computerised book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to DTC is available to others, such as banks, securities brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a DTC direct participant, either directly or indirectly.

Euroclear and Clearstream each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream provide various services including safekeeping, administration, clearance and

settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of beneficial interests in the Global Certificates among participants and accountholders of DTC, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Issuer nor any Paying Agent nor any Transfer Agent will have any responsibility for the performance by DTC, Clearstream or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

While a Global Certificate is lodged with DTC or the custodian, Registered Notes represented by individual Certificates will not be eligible for clearing or settlement through DTC, Clearstream or Euroclear.

Individual Certificates

Registration of title to Registered Notes in a name other than a depositary or its nominee for Clearstream and Euroclear or for DTC will be permitted only in the circumstances set forth in “*Form of the Notes — Exchange*”. In such circumstances, the Issuer will cause sufficient individual Certificates to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Noteholder(s). A person having an interest in a Global Certificate must provide the Registrar with:

- (i) a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such individual Certificates; and
- (ii) in the case of Restricted Notes, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange, or in the case of a simultaneous resale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A. Individual Certificates issued pursuant to this paragraph (ii) shall bear the legends applicable to transfers pursuant to Rule 144A.

Pre-issue Trades Settlement

It is expected that delivery of Notes will be made against payment on the relevant Issue Date, which could be more than three business days following the date of pricing. Under Rule 15c6-1 of the SEC under the Exchange Act, trades in the United States secondary market generally are required to settle within three business days (T+3), unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Registered Notes in the United States on the date of pricing or the next succeeding business days until the relevant Issue Date will be required, by virtue of the fact that the Notes initially will settle beyond T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Settlement procedures in other countries will vary. Purchasers of Notes may be affected by such local settlement practices and purchasers of Notes who wish to trade Notes between the date of pricing and the relevant Issue Date should consult their own adviser.

DESCRIPTION OF BUSINESS OF RABOBANK GROUP

General

Rabobank Group is an international financial services provider operating on the basis of cooperative principles. At 31 December 2013, it comprised 129 independent local Rabobanks and their central organisation Rabobank Nederland and its subsidiaries. Rabobank Group operates in 41 countries. Its operations include domestic retail banking, wholesale banking and international retail banking, leasing and real estate. It serves approximately 10 million clients around the world. In the Netherlands, its focus is on maintaining the Group's position in the Dutch market and, internationally, on food and agri. Rabobank Group entities have strong inter-relationships due to Rabobank's cooperative structure.

Rabobank Group's cooperative core business comprises independent local Rabobanks. Clients can become members of their local Rabobank. In turn, the local Rabobanks are members of Rabobank Nederland, the supralocal cooperative organisation that advises and supports the banks in their local services. Rabobank Nederland also supervises the operations, sourcing, solvency and liquidity of the local Rabobanks. With 722 branches and 2,524 cash-dispensing machines at 31 December 2013, the local Rabobanks form a dense banking network in the Netherlands. In the Netherlands, the local Rabobanks serve approximately 7 million retail customers, and approximately 800,000 corporate clients, offering a comprehensive package of financial services.

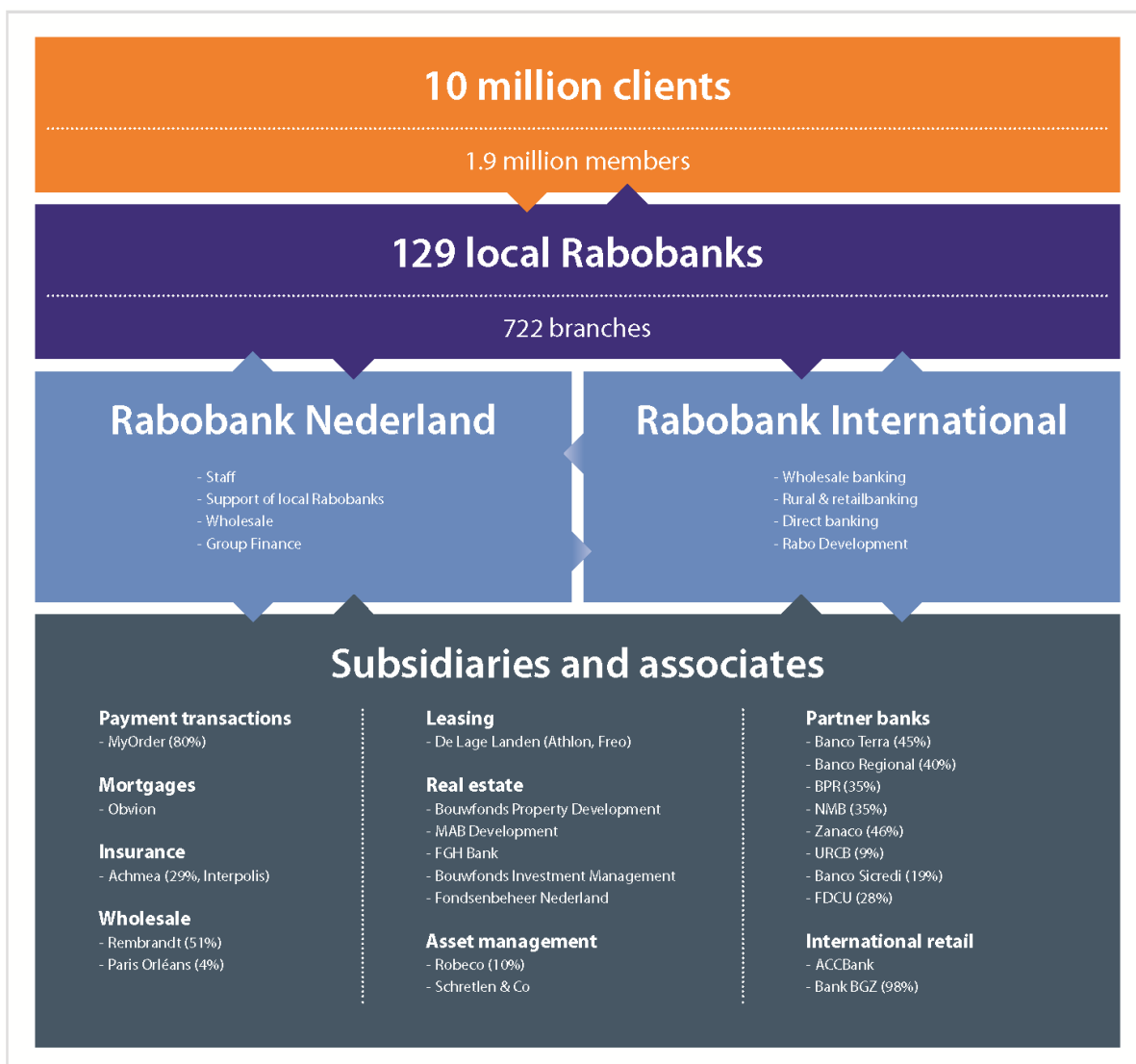
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Nederland) is the holding company of a number of specialised subsidiaries in the Netherlands and abroad. Rabobank International is Rabobank Group's wholesale bank and international retail bank.

Historically, Rabobank Group has engaged primarily in lending to the agricultural and horticultural sectors in the Dutch market. Since the 1990s, Rabobank Group has also offered a wide variety of commercial banking and other financial services not only in the Netherlands but also internationally. As part of an ongoing programme, Rabobank Group has increased both the number and type of products and services available to its customers in order to diversify from a traditional savings and mortgage-based business to become a provider of a full range of financial products and services, both in the Netherlands and internationally. The Group provides an integrated range of financial services comprising primarily domestic retail banking, wholesale banking and international retail banking, leasing, real estate and distribution of insurance products to a wide range of both individual and corporate customers.

At 31 December 2013, Rabobank Group had total assets of €674.1 billion, a private sector loan portfolio of €439.0 billion, amounts due to customers of €329.4 billion (of which savings deposits total €151.5 billion) and equity of €40.0 billion. Of the private sector loan portfolio, €216.4 billion, virtually all of which were mortgages, consisted of loans to private individuals, €135.6 billion of loans to the trade, industry and services sector and €87.0 billion of loans to the food and agri sector. At 31 December 2013, its core Tier 1 ratio, which is the ratio between core Tier 1 capital and total risk-weighted assets, was 13.5 per cent. and its BIS ratio, which is the ratio between qualifying capital and total risk-weighted assets, was 19.8 per cent. For the year ended 31 December 2013, Rabobank Group's efficiency ratio, which is the ratio between total operating expenses and total income, was 75.0 per cent., and the return on equity, or net profit expressed as a percentage of Tier 1 capital, was 5.2 per cent. For the year ended 31 December 2013, Rabobank Group realised a net profit of €2,012 million and a risk-adjusted return on capital ("**RAROC**"), which is the ratio between net profit and average economic capital, of 8.4 per cent. after tax. At 31 December 2013, Rabobank Group had 56,870 full-time employees.

Rabobank Group

Situation at 31 December 2013

**Business activities of Rabobank Group**

Through Rabobank Nederland, the local Rabobanks and its subsidiaries, Rabobank Group provides services in the following core business areas: domestic retail banking, wholesale banking and international retail banking, leasing and real estate.

Domestic retail banking

The domestic retail banking business comprises the local Rabobanks, Obvion N.V. (“**Obvion**”), Friesland Bank N.V. (“**Friesland Bank**”), Roparco and Rabohypotheekbank N.V. (“**Rabohypotheekbank**”). In the Netherlands, Rabobank is a large mortgage bank, savings bank and insurance agent. Based on internal estimates, the Group believes it is also the leading bank for the small and medium-sized enterprises sector in the Netherlands. Obvion focuses exclusively on collaboration with independent brokers.

At 31 December 2013, Rabobank Group’s domestic retail banking operations had total assets of €376.3 billion, a private sector loan portfolio of €303.1 billion, amounts due to customers of €215.7 billion (of which savings deposits total €125.2 billion). For the year ended 31 December 2013, Rabobank Group’s domestic

retail banking operations accounted for 58 per cent., or €7,540 million, of Rabobank Group's total income and 39 per cent., or €781 million, of Rabobank Group's net profit. At 31 December 2013, Rabobank Group's domestic retail banking operations employed approximately 27,000 full-time employees.

Local Rabobanks

The 129 (at 31 December 2013) local Rabobanks are independent cooperative entities, each with their own operating areas. With 722 branches and 2,524 cash-dispensing machines at 31 December 2013, they together comprise one of the leading local banks in the Netherlands with a dense branch network. Proximity and commitment to their clients enhances the local Rabobanks' responsiveness and speed of decision-making. Their commitment is reflected in their close ties with local associations and institutions. The local Rabobanks are committed to providing maximum service to their clients by making optimum use of different distribution channels, such as branch offices, the internet and mobile telephones. Together, the local Rabobanks serve approximately 7 million retail customers and approximately 800,000 corporate clients in the Netherlands with a comprehensive package of financial services. Many private individuals have current, savings and/or investment accounts and/or mortgages with the local Rabobanks. The local Rabobanks constitute a major financier of Dutch industry, from small high street shops to listed enterprises. Furthermore, the local Rabobanks traditionally have had close ties with the agricultural sector and, together, they are the largest insurance broker in the Netherlands (source: Insurance Magazine Yearbook 2013 (*AM Jaarboek 2013*)).

Obvion N.V.

Obvion is a provider of mortgages and a number of service products, including guarantees and bridging loans. Obvion focuses exclusively on collaboration with independent brokers.

Friesland Bank N.V.

Friesland Bank is 100 per cent. owned by Rabobank Nederland. Its client base consists of personal, institutional and corporate customers.

Rabohypotheekbank

Rabohypotheekbank, with its statutory seat in Amsterdam, the Netherlands, provides mortgage-lending documentation services to all of the local Rabobanks and was owned 100 per cent. by Rabobank Nederland as at 31 December 2013.

Rabohypotheekbank also serves as a supplementary financing vehicle for the local Rabobanks in the event that they choose not to make certain mortgage loans to their customers entirely on their own, either for liquidity or lending-limit reasons or because of the nature of the required financing. The majority of Rabohypotheekbank's loans are secured by mortgages on residential property. Its loans are funded by term loans from, or guaranteed by, Rabobank Nederland and by the issuance of mortgage bonds. Rabohypotheekbank does not engage in the financing of real estate development. At 31 December 2013, Rabohypotheekbank had assets of €6.9 billion.

Wholesale banking and international retail banking

Rabobank International

Rabobank International, which is the wholesale banking business and international retail banking business, focuses its activities on the food and agri sector. Rabobank International is a division of Rabobank Nederland and has a presence in 30 countries. Its activities are subdivided into the following regions: the Netherlands, Europe outside the Netherlands, North and South America, Australia and New Zealand and Asia. Across these regions, Rabobank International has created a number of units with global operations: Global Financial Markets, Global Client Solutions, Acquisition Finance, Project Finance, Direct Banking and Trade & Commodity Finance. For optimum service to their clients and markets, the various regions and the units with

global operations work closely together. In addition to customer-focused activities, Global Financial Markets manages the trade in money market products for the day-to-day management of the liquidity position, the credit risk and the market risk of Rabobank Group and its clients. Acquisition Finance is involved in financing acquisitions by private equity companies and has a significant market share in the agricultural market. Global Client Solutions offers client-tailored products aimed at both the asset and liability sides of the balance sheet. The Project Finance department operates in the sustainable sectors wind, solar, bio fuels and biomass. The Trade & Commodity Finance department serves clients that operate in the market for agricultural products and, on a limited scale, other commodities as well. This department also offers a large number of export finance products. Direct Banking services clients with saving products in Australia, Belgium, Germany, Ireland, New Zealand and Poland.

Rabobank's retail activities are performed under the Rabobank label, with the exception of an Irish bank, ACCBank plc ("**ACCBank**"), which is a wholly owned subsidiary, and a Polish bank, Bank Gospodarki Zywnosciowej SA ("**Bank BGZ**"), in which Rabobank International had a 98.5 per cent. stake at 31 December 2013. It was decided to proceed to further reorganise the activities of ACCBank in 2013, prioritising reducing costs associated with recovering loans. In 2014 ACCBank will discontinue its regular financial services to customers.

In December 2013, Rabobank reached an agreement on the sale of its equity interest in Bank BGZ to the BNP Paribas Group for an amount of 4.2 billion Polish Zloty (approximately €1 billion). The sale includes the activities of the internet savings bank BGZ Optima. Completion of the transaction is contingent on required regulatory approvals, but is expected to take place in 2014.

Over the last few years, Rabobank International has strengthened its position in retail banking.

In addition, Rabobank International has interests in private equity. Under the Rabo Capital label, Rabobank Group's investment unit, Rabo Private Equity, focuses on medium-sized Dutch enterprises. Its Rabo Ventures label focuses on new enterprises in the clean technology sector. Rabobank also participates in independent private equity enterprises such as Langholm and a number of Gilde funds.

At 31 December 2013, Rabobank Group's wholesale banking and international retail banking operations had total assets of €487.4 billion and a private sector loan portfolio of €92.1 billion. For the year ended 31 December 2013, Rabobank Group's wholesale banking and international retail banking operations accounted for 31 per cent., or €4,047 million, of Rabobank Group's total income and 3 per cent., or €52 million, of Rabobank Group's net profit. At 31 December 2013, Rabobank Group's wholesale banking and international retail banking operations had approximately 16,000 full-time employees.

Leasing

De Lage Landen International B.V.

De Lage Landen International B.V. ("**De Lage Landen**") is the subsidiary responsible for Rabobank Group's leasing business. It uses vendor finance to assist producers and distributors in their sales in 36 countries. With its innovative finance programmes, De Lage Landen stands out in a competitive market. In the Netherlands, it offers a broad range of lease and trade finance products, which it markets both directly and through the local Rabobanks. Through international car lease company Athlon Car Lease, De Lage Landen operates in nine countries in Europe. In the Netherlands, De Lage Landen strengthens Rabobank Group's position in the Dutch consumer credit market, in part through the Freo online brand.

Rabobank Nederland owned a 100 per cent. equity interest in De Lage Landen at 31 December 2013. De Lage Landen has its statutory seat in Eindhoven, the Netherlands. Its issued share capital amounts to €98,470,307 all of which is owned by Rabobank Nederland. At 31 December 2013, Rabobank Nederland's liabilities to De

Lage Landen amounted to €1,127 million. At 31 December 2013, Rabobank Nederland's claims on De Lage Landen amounted to €24,722 million (loans, current accounts, financial assets and derivatives). All liabilities of De Lage Landen are guaranteed (through the cross guarantee system) by Rabobank Nederland and the other participants of this system.

At 31 December 2013, De Lage Landen had a lease portfolio of €30.2 billion. For the year ended 31 December 2013, De Lage Landen accounted for 12 per cent., or €1,570 million, of Rabobank Group's total income and 21 per cent., or €422 million, of Rabobank Group's net profit. At 31 December 2013, Rabobank Group's leasing operations employed approximately 5,100 full-time employees.

Real estate

Rabo Vastgoedgroep Holding N.V.

Rabo Real Estate Group (Rabo Vastgoedgroep Holding N.V. ("**Rabo Vastgoedgroep**")) is a prominent real estate enterprise. It operates in the private and corporate markets and has three core activities: residential and commercial real estate development, real estate finance and serving real estate investors. Bouwfonds Property Development B.V. ("**Bouwfonds Property Development**") is responsible for residential development and MAB Development for the development of commercial real estate. Financing commercial real estate is done by FGH Bank N.V. ("**FGH Bank**"). Bouwfonds REIM is responsible for real estate-related investments. In addition to these three core activities, Rabo Real Estate Group contributes to social real estate development and financing through Fondsenbeheer Nederland. Rabo Real Estate Group operates mainly in the Netherlands, France and Germany.

For the year ended 31 December 2013, the Rabo Real Estate Group sold 5,169 houses. At 31 December 2013, Rabo Real Estate Group managed €5.9 billion of real estate assets and its loan portfolio amounted to €19.4 billion. For the year ended 31 December 2013, the real estate operations accounted for (2) per cent., or €(209) million, of Rabobank Group's total income and (41) per cent., or €(815) million, of Rabobank Group's net profit. At 31 December 2013, Rabobank Group's real estate operations had approximately 1,600 full-time employees.

Participations

Achmea B.V.

At 31 December 2013, Rabobank had a 29 per cent. interest in Achmea B.V. ("**Achmea**"). Rabobank does not exercise control over Achmea and therefore does not consolidate Achmea as a subsidiary in Rabobank's financial statements. Achmea is accounted for as an associate in Rabobank's financial statements in accordance with the equity method. At 31 December 2013, Achmea had a workforce of approximately 18,400 full-time equivalents. Achmea is a major insurance company in the Netherlands, where it serves a broad customer base of private individuals as well as government agencies and corporate clients. Achmea occupies a relatively minor position outside the Netherlands, operating in seven other European countries. Rabobank and Achmea work closely together in the area of insurance. Achmea operates in the Dutch domestic market with brands including Centraal Beheer Achmea, FBTO, InShared, Interpolis, Avéro Achmea, Zilveren Kruis Achmea, Agis Zorgverzekeringen, OZF Achmea, Pro Life Zorgverzekeringen, Staalbankiers, Syntrus and Woonfonds Hypotheken. Interpolis is the prime supplier of insurance products to clients of the local Rabobanks, offering a broad range of non-life, health and life insurance policies for both private individuals and enterprises. Serving over a million private individuals and several hundreds of thousands of enterprises, Interpolis is one of the major players in the Dutch insurance market and in the agricultural sector.

Recent developments

Changes to the Executive Board

On 27 February 2014, it was announced that Mr. Jan van Nieuwenhuizen will join the Executive Board. On 24 March 2014, the Dutch Central Bank approved the appointment.

On 23 March 2014, it was announced that Mr. Wiebe Draijer was nominated as Chairman of the Executive Board. The appointment has been approved by the regulators and Wiebe Draijer joined Rabobank on 1 July 2014. On 1 October 2014, he will take over the role of Chairman from Rinus Minderhoud.

Ratings

The credit ratings assigned to the Notes issued under the Programme are a reflection of Rabobank Nederland's credit status and, in no way, are a reflection of the potential impact of other factors discussed in this Base Prospectus, or any other factors, on the market value of the Notes. A rating reflects only the views of the relevant rating agency and is not a recommendation to buy, sell or hold the Notes. Accordingly, prospective investors should consult their own financial and legal advisers as to the risks entailed by an investment in such Notes and the suitability of such Notes in light of their particular circumstances.

On 14 April 2014, DBRS changed the long-term deposits and senior debt of Rabobank Neerland from "AAA" to "AA (high)". The trend on this rating is negative.

On 30 April 2014, Standard & Poor's affirmed the long-term counterparty credit rating of Rabobank Nederland of "AA-". The outlook on the long-term credit rating remained negative.

On 30 May 2014, Moody's confirmed the long-term debt and deposit ratings of Rabobank Nederland of "Aa2" with a negative outlook.

On 24 June 2014, Fitch affirmed the long-term issuer default rating of Rabobank Group of "AA-". The outlook on this rating remained negative.

A rating outlook is an opinion regarding the likely direction of an issuer's rating over the medium term. Thus, a negative outlook indicates that Rabobank Nederland's credit rating may be downgraded in the medium term. Actual or anticipated declines in Rabobank Nederland's credit ratings may affect the market value of the Notes. There is no assurance that a rating will remain unchanged during the term of the Notes of any series.

The ratings represent the relevant rating agency's assessment of Rabobank Nederland's financial condition and ability to pay its obligations, and do not reflect the potential impact of all risks relating to the Notes. Any rating assigned to the long-term unsecured debt of Rabobank Nederland does not affect or address the likely performance of the Notes other than Rabobank Nederland's ability to meet its obligations.

Rabobank Group's access to the unsecured funding markets is dependent on its credit ratings.

A downgrading or announcement of a potential downgrade in its credit ratings, as a result of a change in the agency's view of Rabobank, its industry outlook, sovereign rating, rating methodology or otherwise, could adversely affect Rabobank Group's access to liquidity alternatives and its competitive position, and could increase the cost of funding or trigger additional collateral requirements all of which could have a material adverse effect on Rabobank Group's results of operations.

Strategy of Rabobank Group

Strategic Framework 2013-2016: cooperative, robust and sustainable

Rabobank wants to be close to its customers, be at the heart of society and focus on sustainable development. Rabobank believes its banking products and services should be as simple as possible and meet actual client

needs. Rabobank engages in universal relationship banking, both in the Netherlands and abroad. It wishes to continue to do so, based on its cooperative identity and principles. Rabobank's employees have a key part to play in achieving this. Among other things, a robust bank must have adequate capital and liquidity buffers. In order to achieve this, the reserves must continue to grow and the amounts due to customers must grow faster than the bank's lending. Measures have been taken in order to effect the desired changes. The ambitions for the local Rabobanks and Rabobank Nederland have been further elaborated in the Vision 2016 programme that calls for procedural changes at the local Rabobanks and Rabobank Nederland that help to improve customer services and the efficiency of business processes. An important element in this is that the costs of the domestic retail banking division have to fall from €4.5 billion in 2011 to €4 billion in 2016. A new sustainability strategy has also now been formulated. Although Rabobank will look different in 2016, it intends to remain a cooperative, robust and sustainable bank.

Strengthening our cooperative nature

Based on its cooperative origins and structure, Rabobank puts the customer's interests at the heart of its service provision, with a focus on the long term. In line with its cooperative principles, Rabobank strives to help its clients in a responsible way, especially in times of economic difficulty. The cooperative identity needs to be strengthened in order to maintain Rabobank's distinctive profile. Rabobank is thus developing initiatives designed to increase the influence and involvement of its members. In December 2013, the Central Delegates Assembly decided that Rabobank should more explicitly link its cooperative mission to its banking services. This starts with the financial services provided to customers on a daily basis, but increased participation in local and virtual networks is also required.

Catering to the Dutch market

In the Netherlands, Rabobank's ambition is to offer its customers suitable products from a position of strength. Sufficient scale is needed for successful product development and innovation, and to be able to operate efficiently. Its market leading position in the Netherlands enables Rabobank to achieve the required scale. Rabobank holds leading positions in savings, in small- and medium-sized enterprises, in the wholesale segment and in the food and agri market. Rabobank intends to maintain these leading positions and strengthen its position selectively in areas where its ambitions have not yet been realised. Although Rabobank's share of the mortgages market declined in 2013, with the local Rabobanks and Obvion, it still has a strong position in this market.

Changing customer needs are forcing Rabobank to critically evaluate its entire service chain, from the local Rabobanks to Rabobank Nederland. Customers want to do their banking through mobile telephone and internet as much as possible. Customers and members can go online for advice as well as for transactions and services such as internet banking or applying for a bank card. Customers can decide which channel they prefer to use. Personal advice continues to be available if the customer requests it, for instance regarding complex products or in relation to legislation and regulations.

Ultimately, Rabobank strives to achieve a model in the Netherlands that combines treating customers fairly with a competitive cost structure. On the basis of its cooperative principle of restraint in business conduct, Rabobank is striving to structurally reduce costs at the local Rabobanks and Rabobank Nederland. Without additional measures, Rabobank anticipates the costs of the domestic retail banking division would rise from €4.5 billion in 2011 to €5 billion in 2016. The target is to reverse this direction and restrict costs to at most €4 billion by 2016. The reduction of the staff at the local Rabobanks by 8,000 full-time equivalent ("FTE") is part of this process. Costs at Rabobank Nederland will have to be at least €220 million lower in 2016 than they were in 2013; this is expected to involve the loss of between 1,000 and 2,000 jobs.

In this context, Rabobank invested in the virtual provision of services in 2013 while closing a large number of branches and merging local Rabobanks. The number of local Rabobanks has been reduced to 129. Standardisation and virtualisation should ultimately lead to improved customer service at lower cost. The local Rabobanks will also aim to use the cooperative dividend more effectively. The involvement and presence of local Rabobanks in their local communities and the environment in which customers and members live will not be threatened by this change.

Wholesale banking and international retail banking division and subsidiaries

The wholesale banking division in the Netherlands and Rabobank's subsidiaries contribute to the retention of Rabobank's leading position in the Dutch market. Outside the Netherlands, Rabobank wants to strengthen its position as an innovative and leading food and agri bank. In the corporate market in the Netherlands, Rabobank intends to defend and strengthen its position where possible, with less of an explicit focus on lending where this is possible. The growth potential for the international wholesale banking division and De Lage Landen will be limited. There is some growth potential reserved for the rural and retail banking division for strengthening operations in a small number of key countries so that scale benefits can be realised. The activities of the international wholesale banking and international rural and retail banking divisions and the subsidiaries will have to focus mainly on food and agri, serve the real economy and be manageable and responsible from a risk perspective. The contribution of the various activities to the achievement of group targets will moreover come under greater scrutiny. Synergies between the various group entities will also be strengthened further. With regard to investment products, the local Rabobanks have been offering their customers the option of choosing between various providers for many years. As a consequence, the role of Robeco within Rabobank Group changed. Furthermore, the introduction of the ban on inducements on 1 January 2013 has permanently changed the distribution model for investment funds. Partly in the light of these developments, the strategic options for Robeco were reviewed in 2012, and this ultimately led to completion of the sale of Robeco to Orix Corporation on 1 July 2013. Rabobank Group has a 29 per cent. shareholding in Achmea. Achmea is Rabobank's strategic partner in the area of insurance products.

Employees

Rabobank introduced a culture programme in 2013 in order to increase employee involvement and to understand how employees can contribute to our common goals and an optimal customer service. The programme focuses on employees' attitude and behaviour in our daily business. As a cooperative bank, Rabobank is convinced that the values of respect, integrity, sustainability and professionalism must be endorsed by and embedded in all our employees.

In accordance with its strategy, Rabobank introduced a new collective labour agreement (the "**New Collective Labour Agreement**") which is more modest and restrained terms of employment package during the reporting year that is more in line with other sectors. The New Collective Labour Agreement applies from 1 July 2013 to the end of 2015. The main agreements are: abolition of the variable remuneration, no general wage increase, replacement of the social statute with a severance plan (Sociaal Plan) and a change to the pension scheme. Abolition of the variable remuneration will be partly compensated by a wage increase of 1.5 per cent. in 2014.

Sustainably stronger together

The new sustainability strategy, whereby Rabobank aims to focus on accelerating efforts to increase the sustainability of agriculture and food supplies around the world, was formulated in 2013. Strengthening vital communities and sustainable economic success for our customers are also important objectives. This policy will be formally ratified in 2014.

Rabobank strives to achieve a top 3 position in the global sustainability rating of the largest financial services providers in 2020. Based on the evaluation of RobecoSAM, an investment specialist that focuses exclusively on sustainability investing, and compared to the banks listed in the global Dow Jones Sustainability Index, Rabobank's provisional score has fallen from 83 to 81 points. Rabobank thus stands in 17th place in 2013, compared to 10th place in 2012. With the implementation of its new sustainability strategy, Rabobank expects to be able to achieve a higher score in the future. The Transparency Benchmark of the Dutch Ministry of Economic Affairs is an important indicator in the Netherlands. The Benchmark is an annual review of the content and quality of public reporting by Dutch companies. Rabobank rose from 20th to 11th place in the general ranking during the reporting year.

Financial frameworks

Adequate capital and liquidity buffers determine financial robustness. These buffers are thus prerequisites and are vital for retaining a high credit rating and good access to wholesale funding. The requirements for the capital and liquidity buffers of Rabobank are also increasing due to tighter legislation and regulations. At the same time, it is clear that the pace of growth of Rabobank over the last 25 years is no longer sustainable. Lending grew much faster than amounts due to customers and the increase in retained earnings in this period. As a result, Rabobank increasingly had to turn to professional sources of funding and capital instruments. Recent years have shown that the limits of this old growth model have been reached. In the future, the maximum growth of lending will be determined by growth in amounts due to customers and annual additions to the reserves.

The potential for increased lending will remain limited until the end of 2016. Demand for loans in the Netherlands will be restricted by the economic conditions and the situation in the housing market. The potential areas of growth outside the Netherlands will be exploited selectively. For instance, there will be some growth in the international rural and retail banking division in order to strengthen our business in certain key countries. Choices will be made where this is needed. For example, Bank BGZ in Poland will be sold and ACCBank in Ireland will be reorganised, while the activities in Turkey will be expanded. There is little potential for growth of the assets of the wholesale banking division and De Lage Landen. Otherwise, the emphasis will be on increasing the volume of amounts due to customers and further diversification of professional funding.

Although Rabobank does not seek to maximise profit, healthy profit growth is important for ensuring its continuity, security and selective growth. Since reorganisation is currently in progress at various divisions, the branch network in the Netherlands is being slimmed down and various activities are being phased out. However, costs are still at a high level for the time being. Rabobank is also facing substantial value adjustments and large impairments on real estate as a consequence of the weak economy. The result in 2014 will furthermore be negatively affected by the one-off resolution levy in relation to the nationalisation of SNS Reaal, and in subsequent years further costs are expected in connection with the Dutch Deposit Guarantee Scheme and the Single Resolution Mechanism. Nevertheless, Rabobank is maintaining its ambition to improve its liquidity and capital ratios and profitability by 2016. By pursuing selective growth in lending and ensuring that amounts due to customers grow faster than lending, the dependence on professional sources of funding will be diminished.

Events during the past year have led to sales by holders of Rabobank Member Certificates (*Rabobank Ledencertificaten*) (the depository receipts of participation rights directly issued by Rabobank Nederland ("**Rabobank Member Certificates**")). A total of €1 billion of Rabobank Member Certificates were definitively withdrawn in 2013. This also reflects Rabobank's capital strategy, which aims to reduce the relative proportion of capital comprised of Rabobank Member Certificates as a percentage of risk-weighted assets and increase the relative proportion of retained earnings and Tier 2 capital. In early 2014, Rabobank increased the tradability of Rabobank Member Certificates by listing them on the stock exchange and thereby

making them available for trading to non-members. As a result of the listing on Euronext Amsterdam, supply and demand will be determined by a public market with greater liquidity, and no longer by a relatively small internal market. The planned minimum distribution has been raised from 5.2 per cent. to 6.5 per cent. on an annual basis. The market listing was approved with a majority of 99.79 per cent. of the votes present by the holders of Rabobank Member Certificates at the certificate holder meeting on 14 January 2014. Rabobank Member Certificates were listed on Euronext Amsterdam under the name of Rabobank Certificates with effect from 27 January 2014.

The capital strategy is moreover designed to reduce the relative proportion of hybrid capital and to increase the relative proportion of Tier 2 capital, which will reduce costs. Ultimately retained earnings will have to rise in the future, whereby the group-wide focus will be on restraint and cost control.

In practical terms, Rabobank Group's financial targets for year-end 2016 in the areas of profitability, solvency and liquidity are as follows:

- return on Tier 1 capital of 8 per cent.;
- core Tier 1 ratio of 14 per cent. and BIS ratio of more than 20 per cent.;
- loan-to-deposit ratio of 1.3.

If limited economic growth seen in recent years continues until the end of 2016, it will be a challenge to achieve these ambitious targets.

Strategy for domestic retail banking

The core task is to protect the interests of the members and customers of the bank. Customers must be able to access all normal financial products and services at Rabobank. It is moreover Rabobank's ambition to be the market leader in the Netherlands. Market leadership enables Rabobank to offer customers good products from a position of strength. On 11 December 2013, the Central Delegates Assembly approved the three pillars of the local Rabobank of the future: participation, advice and virtualisation. The local Rabobanks participate in initiatives that contribute to local socio-economic development. Many of the employees at the local Rabobanks act as advisers, and more and more often their contact with customers is through both physical and virtual networks. Rabobank is fully committed to the virtualisation of its services, because customers are increasingly doing their banking through online and mobile channels, and because this means they can be served better, faster and at a lower cost at a time of their choosing.

The implementation of Vision 2016 will lead to a sharp fall in the workforce; a total of approximately 8,000 jobs at the local Rabobanks are expected to be eliminated in the period from 2013 to year-end 2016. A certain scale is necessary to be able to offer products and services at competitive prices and low costs. A number of smaller local Rabobanks do not have this necessary scale. Around 100 of the current 129 local Rabobanks are expected to remain in 2016. Branches will also be closed. Many smaller sub-branches only receive a few customers per day. Although customers hardly use these branches, closure is frequently resisted because the disappearance of the branch is perceived to be a contraction of the service. The possibilities for using virtual channels and placing cashier functions in other retail outlets will mean that a good standard of service can be maintained. The measures outlined above will substantially reduce costs and structurally improve the result of the domestic retail banking division. This change at the local Rabobanks and Rabobank Nederland was put in motion in 2013, under the name of Vision 2016.

Many Rabobank employees lost their jobs in the reporting year, or were notified that their job would soon disappear. The staff at the domestic retail banking division fell by 1,669 FTE in 2013, and a further decline in the workforce is expected in 2014. The departure of so many employees has a serious impact and requires

great care. Many of the departing employees are using the regional mobility centres that are guiding them towards a new position.

Rabobank Nederland is also changing its structure in order to be able to continue to offer optimal and efficient support to the local Rabobanks in the future. The activities of Rabobank Nederland and Rabobank International will thus be grouped into three commercial domains focusing on (respectively) the retail business in the Netherlands including mid-sized corporates, the wholesale business in the Netherlands and the rural and retail business outside the Netherlands. In addition, all operational and IT activities will be combined and incorporated into one domain. The same applies to all the supporting activities in the field of control and risk management. In this structure, Rabobank International will no longer be a separately managed division, but it will be an integral unit of Rabobank Nederland. As usual, the entrepreneurship of the local Rabobanks will take the lead in the new structure. Further elaboration of the new, integrated organisation will take place in the first half of 2014 and the effects on the staff of Rabobank Nederland will become clear. A broad-based culture and leadership programme will be introduced in parallel with the new organisational structure.

Strategy for wholesale banking and international retail banking

A decision was made to integrate the management of Rabobank Nederland and Rabobank International at the end of 2013. Rabobank wishes to operate as one bank, both in the Netherlands and abroad. Accordingly, Rabobank International will no longer continue to operate as a separately managed division; it will be an integral part of Rabobank Nederland. As a result of this measure, there will be a new management structure for Rabobank Group. The staff services and departments of Rabobank International and Rabobank Nederland will be combined in this new structure, which will be elaborated further in 2014.

The strategy of Rabobank International is unchanged. For the international wholesale banking division, the strengthening of market leadership in the Netherlands and fulfilling a leading role in the international food and agri sector will remain the main priorities. There will also be a focus on synergy between business lines. The rural and retail banking division has a strict focus on food and agri; the principle for the rural banks is that at least 95 per cent. of the portfolio should consist of food and agri, and for the retail banks, 40-50 per cent. of the portfolio should consist of food and agri.

A certain degree of scale is needed to ensure an optimal cost and quality standard for the products concerned. Specialist knowledge will therefore be deployed for a wider customer group.

Strategy for leasing

The activities of De Lage Landen support the group strategy of offering a broad range of financial services in the Netherlands. De Lage Landen will also strive to increase the share of food and agri in its lease portfolio. Partly for reasons of diversification, De Lage Landen will also focus on other sectors, such as Healthcare & CleanTech, Construction, Transportation & Industry and Office Technology. For De Lage Landen, 2013 was a year of heavy investment in the foundation of the organisation: the staff. De Lage Landen has undergone a rapid growth in a short time; its workforce has doubled to more than 5,100 in seven years. De Lage Landen added India and Turkey to the countries in which it operates, which rose to 36 in 2013. This global growth was partly the reason for the introduction of the OneDLL programme. The intention of OneDLL is to encourage global teamwork between employees, so that employees of De Lage Landen anywhere in the world can respond quickly and effectively to local conditions affecting demand for lease products via knowledge transfer. Several HR programmes have been launched with the aim of developing individual strengths. These programmes will strengthen the organisation and the partnerships with its customers.

In order to meet local customer demand more effectively as an international organisation, De Lage Landen has adopted a matrix structure. This distinguishes the regions of the Americas from Europe-Asia Pacific and

separates its sales organisation into the following business units: Construction, Transportation & Industry, Food & Agriculture, Healthcare & CleanTech, Office Technology and Mobility Solutions. De Lage Landen offers services in the areas of Vendor Finance, (Car) Leasing, Factoring and Consumer Finance.

Strategy for real estate

Rabo Real Estate Group is Rabobank Group's centre of expertise in real estate, and operates in property and area development, property finance, investment management and community fund management. Rabo Real Estate Group is one of the largest real estate companies in Europe and strives to achieve a healthy balance between the social, economic and ecological effects of its operations. Its ambition is to rank amongst the most sustainable companies in the real estate sector. Rabo Real Estate Group's mission is to help clients achieve their ambitions for living, working, shopping and leisure. Its activities are carried out by:

- Bouwfonds Property Development - realises comprehensive residential areas;
- MAB Development - commercial property developer;
- FGH Bank - specialist in property finance;
- Bouwfonds Investment Management - real estate fund manager; and
- Fondsenbeheer Nederland - independent manager of community funds with the aim of increasing the quality of the living environment.

Competition

Rabobank Group competes in the Netherlands with several other large commercial banks and financial institutions, such as ABN AMRO, ING Group and SNS Reaal, and also with smaller financial institutions in specific markets. Over the last few years, banks have increased their emphasis on the credit quality of borrowers. This emphasis, combined with the deregulation of capital markets, has increased competition among banks in the Netherlands significantly. In addition, life insurance companies and pension funds in the Netherlands have become major competitors in the markets for residential mortgage loans and savings deposits. In 2008, several large commercial banks and financial institutions in the Netherlands, including ABN AMRO, ING Group and SNS Reaal, received financial support from the Dutch government. In February 2013, SNS Reaal was nationalised by the Dutch government. These developments may affect the competitive environment in which Rabobank Group operates in the Netherlands. Rabobank expects competition in the Dutch savings market to continue in 2014.

The Dutch mortgage loan market is highly competitive. Driven by the tax deductibility of mortgage loan interest payments, Dutch homeowners usually take out relatively high mortgage loans. This does not necessarily indicate a high risk for banks with mortgage-lending operations. The local Rabobanks and Obvion have a balanced mortgage loan portfolio with a weighted loan-to-value of approximately 81 per cent. Historically, mortgage lending in the Netherlands has been relatively low risk and all mortgage loans are collateralised. Mortgage loan defaults do not occur frequently, either in Rabobank Group's mortgage-lending operations or in the Netherlands generally. Almost all mortgages in the Netherlands have a maturity of 30 years. Generally, mortgages have a long-term (greater than five years) fixed interest rate, after which period the rate is reset at the current market rate. Customers generally only have the option to prepay a certain percentage on the principal amount on their mortgage loan without incurring a penalty fee, thus reducing the interest rate risks related to mortgage loan refinancing for Rabobank Group.

Market shares in the Netherlands

The Group offers a comprehensive package of financial products and services. Set forth below is information regarding Rabobank Group's shares in selected markets. The percentages of market share should be read as percentages of the relevant Dutch market as a whole.

Residential mortgages: For the year ended 31 December 2013, Rabobank Group had a market share of 26.0 per cent. of the total amount of new home mortgages in the Dutch mortgage market by value (19.2 per cent. by local Rabobanks, 6.6 per cent. by Obvion and 0.2 per cent. by Friesland Bank; source: Dutch Land Registry Office (Kadaster)). Rabobank Group is the largest mortgage-lending institution in the Netherlands (measured by Rabobank's own surveys).

Saving deposits of individuals: At 31 December 2013, Rabobank Group had a market share of 37.8 per cent. of the Dutch savings market (source: Statistics Netherlands (*Centraal Bureau voor de Statistiek*)). Rabobank Group is one of the largest savings institution in the Netherlands measured as a percentage of the amount of saving deposits (source: Statistics Netherlands). Of the total saving deposits in the Netherlands, 36.7 per cent. are held by the local Rabobanks, 1.0 per cent. are held by Robeco Direct's savings bank Roparco and 0.1 per cent. by Friesland Bank.

Lending to small and medium-sized enterprises: At 31 December 2013, Rabobank Group had a market share of 44 per cent. of domestic loans to the trade, industry and services sector (i.e. enterprises with a turnover of less than €250 million; measured by Rabobank's own surveys).

Agricultural loans: At 31 December 2013, Rabobank Group had a market share of 85 per cent. of loans and advances made by banks to the Dutch primary agricultural sector (measured by Rabobank's own surveys).

Properties

Rabobank Nederland and the local Rabobanks typically own the land and buildings used in the ordinary course of their business activities in the Netherlands. Outside the Netherlands, some Rabobank Group entities also own the land and buildings used in the ordinary course of their business activities. In addition, Rabobank Group's investment portfolio includes investments in land and buildings. Rabobank believes that Rabobank Group's facilities are adequate for its present needs in all material respects.

Insurance

On behalf of all entities of Rabobank Group, Rabobank has taken out a group policy that is customary for the financial industry. Rabobank is of the opinion that this insurance, which is banker's blanket and professional indemnity, is of an adequate level.

Legal proceedings

Rabobank has been a member at various times of eight LIBOR panels and a EURIBOR panel. Currently, Rabobank is a member of the LIBOR panels for the British Pound Sterling, the U.S. Dollar and the Euro. Rabobank has not been a member of the panel for the Tokyo Interbank Offered Rate ("**TIBOR**").

Starting early 2010, Rabobank has been receiving claims and requests for documentation and information from various regulators and competition and criminal-law authorities based in a number of different countries, including the Netherlands, the United Kingdom, the United States, Japan, Hong Kong, Singapore and Switzerland. These documents and information were requested in relation to pending investigations by these regulators and other organisations. These investigations relate to the process of submitting interest rates, including for the purpose of determining the LIBOR and EURIBOR interests rates.

On 29 October 2013, Rabobank entered into settlements and agreements with the United States Department of Justice, the United States Commodity Futures Trading Commission, the UK Financial Conduct Authority, the

Japanese Financial Services Agency, the Dutch Public Prosecution Service and the Dutch Central Bank. These settlements and agreements relate to the submission of interest rates, including LIBOR and EURIBOR. There are still a small number of investigations pending into these issues. Rabobank will continue to cooperate fully in these investigations.

As part of the arrangements described above, Rabobank has paid a total amount of approximately €774 million in settlements. In the interim results for 2013, published on 22 August 2013, Rabobank had made a provision that covered the largest portion of this settlement amount. The amount which was not covered by the provision was deducted from the profit for 2013 in the second half of the year. The payment of the settlement amount did not have a material effect on Rabobank's financial position.

Along with several other panel banks, Rabobank has been summoned in a number of class-action suits and individual civil court cases in the United States. These cases were referred to federal and local courts of law and involve claims relating to USD LIBOR, Japanese Yen LIBOR, TIBOR, and EURIBOR.

RABOBANK GROUP STRUCTURE

Rabobank Group is comprised of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., its members being the local Rabobanks in the Netherlands and its subsidiaries and participations in the Netherlands and abroad.

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (“Rabobank Nederland”)

The central institution of Rabobank Group is Rabobank Nederland. Rabobank Nederland is a licensed bank, in the legal form of a cooperative.

The objective of a cooperative is to provide for certain material needs of its members by whom it is effectively owned and controlled.

Rabobank Nederland was formed as a result of the merger of the Coöperatieve Centrale Raiffeisenbank and the Coöperatieve Centrale Boerenleenbank, the two largest banking cooperative entities in the Netherlands. It was incorporated with unlimited duration on 22 December 1970 and registered with the Trade Register of the Chamber of Commerce in Utrecht, under number 30046259.

The object of Rabobank Nederland, as stated in its articles of association at article 3, is to promote the interests of its members, and to do so by:

- (a) promoting the establishment, continued existence and development of cooperative banks;
- (b) conducting the business of banking in the widest sense, especially by acting as central bank for its members and as such entering into agreements with its members;
- (c) negotiating rights on behalf of its members and, with due observance of the relevant provisions of these Articles of Association, entering into commitments on their behalf, provided that such commitments have the same implications for all members, including, but not limited to, the entering into collective labour agreements on behalf of the members;
- (d) participating in, managing and providing services to other enterprises and institutions, in particular enterprises and institutions operating in the fields of insurance, lending, investment and/or other financial services;
- (e) exercising control over the members pursuant to the Dutch Financial Supervision Act (*Wet op het financieel toezicht*); and
- (f) performing acts, including juristic acts, that are conducive to the attainment of the objects specified under paragraphs (a), (b), (c), (d) and (e) above.

Rabobank Nederland is furthermore authorised by its articles of association to extend its activities to parties other than its members.

The Executive Board is responsible for the management of Rabobank Nederland and of Rabobank Group as a whole. Executive Board members are appointed by the Supervisory Board. The Supervisory Board is responsible for the supervision of the management by the Executive Board. Supervisory Board members are appointed by the General Meeting of Rabobank Nederland. Further information regarding the governance of Rabobank Group is set out below under “*Governance of Rabobank Group*”.

Rabobank uses the trade names of Rabobank Nederland in the Netherlands and Rabobank International outside of the Netherlands.

The executive offices of Rabobank Nederland are located at Croeselaan 18, 3521 CB Utrecht, the Netherlands. The telephone number is: +31 (0)30 2160000. The statutory seat of Rabobank Nederland is Amsterdam, the Netherlands.

Rabobank Nederland operates not only from Utrecht, but also from branches and representative offices all over the world. These offices all form part of the legal entity Rabobank Nederland and focus on wholesale banking.

Rabobank branches are located in Sydney, Antwerp, Toronto, Grand Cayman, Beijing, Shanghai, Dublin, Frankfurt, Madrid, Paris, Mumbai, Milan, Labuan, Wellington, New York, Singapore, Hong Kong and London.

Rabobank representative offices are located in Mexico City, Buenos Aires, Moscow, Istanbul, Kuala Lumpur, Tokyo, Atlanta, Chicago, Dallas, San Francisco and St. Louis.

Local Rabobanks

Membership of Rabobank Nederland is open only to cooperative banks whose articles of association have been approved by Rabobank Nederland. The members of Rabobank Nederland, which comprise 129 local Rabobanks in the Netherlands as at 31 December 2013, are all banking cooperatives in their own right.

Each local Rabobank must hold shares in Rabobank Nederland according to an apportionment formula (the “**Apportionment Formula**”). Since 2010, approximately 6 million shares of €1,000 have been issued by Rabobank Nederland to the local Rabobanks, creating own funds of Rabobank Nederland of approximately €6 billion. In 2013 no dividend was distributed to the local Rabobanks and in 2014 a dividend of €218 million was distributed to the local Rabobanks. In previous years, such distributed dividends to the local Rabobanks amounted to €493 million in 2012, €483 million in 2011, €438 million in 2010 and €342 million in 2009. At Rabobank Group level these dividend distributions did not have any impact on equity.

As members of Rabobank Nederland, the local Rabobanks have membership rights such as voting rights at a General Meeting of Rabobank Nederland.

The liability position of members of a cooperative, however, is not comparable to the position of shareholders in a corporation for a number of reasons:

- (a) Pursuant to Rabobank Nederland’s articles of association, if, in the event of Rabobank Nederland’s liquidation (whether by court order or otherwise), its assets prove to be insufficient to meet its liabilities, the local Rabobanks (as members of Rabobank Nederland at the time of the liquidation), as well as those who ceased to be members in the year prior to the liquidation, shall be liable for the deficit in proportion to the Apportionment Formula. If it is not possible to recover the share of one or more liable members or former members to address the shortfall, the remaining members shall be liable in the same proportion for the amount not recovered. Under Rabobank Nederland’s articles of association, the total amount for which members or former members are liable shall never exceed 3 per cent. of its last adopted balance sheet total.⁴
- (b) Through their mutual financial association, various legal entities within Rabobank Group make up a single organisation, including the local Rabobanks, Rabobank Nederland and a number of group entities. These legal entities have a mutual relationship of liability as referred to in Section 3:111 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*). This relationship is formalised in an

⁴ References in this paragraph to the last adopted balance sheet total are to the unconsolidated balance sheet or the unconsolidated balance sheet total of a local Rabobank drawn up by the board of a local Rabobank at the end of the previous financial year, or, if available, the consolidated balance sheet or the consolidated balance sheet total drawn up by the board of a local Rabobank at the end of the previous financial year.

internal cross-guarantee system. This cross-guarantee system stipulates that, if a qualifying institution should have a shortage of funds to meet its obligations towards creditors, the other qualifying institutions are required to supplement that institution's funds in order to allow it to fulfil these obligations.

- (c) The local Rabobanks are also party to several compensation agreements whereby shortfalls of local Rabobanks with respect to equity, profitability, loan loss reserves and financing losses are financed by charging all other local Rabobanks.

Traditionally, an important role of Rabobank Nederland has been its function as a bankers' bank for the local Rabobanks. The local Rabobanks are permitted to have accounts only with Rabobank Nederland, which is the sole outlet for each local Rabobank's excess liquidity and which acts as treasurer to the local Rabobanks.

Rabobank Nederland also provides services to the local Rabobanks in the form of support, advice and guidance.

Furthermore, Rabobank Nederland negotiates rights in the name of the local Rabobanks and enters into commitments on their behalf, provided that such commitments have the same implications for all local Rabobanks (for instance, the entering into of collective labour agreements on behalf of the local Rabobanks).

Rabobank Nederland operates its own banking business, which is both complementary to and independent of the business of the local Rabobanks.

Notwithstanding the fact that Rabobank Nederland and the local Rabobanks are supervised by the Dutch Central Bank on a consolidated basis, it is based on article 3:111 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) that Rabobank Nederland has responsibility for supervision of the local Rabobanks and, amongst others, for ensuring compliance by the local Rabobanks with the applicable capital adequacy and liquidity regulations. The capital adequacy regulations are intended to preserve a bank's ability to withstand loan losses and other business risks through reserves and retained earnings. The internal standards applied by Rabobank Nederland, however, are in some aspects more conservative than the regulations promulgated by the law. This policy partly reflects the fact that the local Rabobanks, which cannot raise new capital by issuing shares, can only grow and maintain an appropriate ratio of reserves to total liabilities by making profits. Any local Rabobank whose ratio of reserves to total liabilities fails to meet internal solvency standards is subject to stricter supervision by Rabobank Nederland. In particular, Rabobank Nederland may restrict such local Rabobank's authority to make lending decisions within Rabobank Group's lending limits.

The local Rabobanks are organised geographically into 12 Regional Delegates Assemblies (*Kringvergaderingen*), each with a board of six delegates. These board members together form the Central Delegates Assembly (Centrale Kringvergadering), consisting of 72 delegates, who meet at least four times a year. This Central Delegates Assembly has some specific powers of its own. It also advises on the subjects discussed at any General Meeting of Rabobank Nederland, in which each local Rabobank has a number of votes according to the Apportionment Formula.

At 31 December 2013, the 129 local Rabobanks (at that time) themselves had approximately 1.9 million members. The members of the local cooperative Rabobanks are their customers but they do not make capital contributions to the local Rabobanks and they are not entitled to the equity of the local Rabobanks. Such members are not liable for any obligations of the local Rabobanks.

Subsidiaries

Rabobank Nederland also conducts business through separate legal entities, not only in the Netherlands but also worldwide. Rabobank Nederland is the (ultimate) shareholder of about 1,100 subsidiaries and participations.

Rabobank Group companies focus on retail banking (Rabobank Australia, Rabobank N.A., Bank BGZ), vendor leasing (De Lage Landen) and real estate services (Rabo Vastgoedgroep).

Rabobank Nederland has assumed liability for debts arising from legal transactions for approximately 29 of its Dutch subsidiaries under article 2:403 of the Dutch Civil Code.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the financial statements and the notes thereto of Rabobank Group incorporated by reference into this Base Prospectus. Certain figures for Rabobank Group at and for the year ended 31 December 2012 included in the following discussion have been restated as a result of changes in accounting policies and presentation. See "Factors affecting results of operations – Change in accounting policies and presentations" below for further information. As of 2005, the financial statements have been prepared in accordance with IFRS as adopted by the European Union and comply with Part 9 of Book 2 of the Dutch Civil Code. The financial data in the (sub) paragraphs in this chapter marked with an asterisk () has not been directly extracted from the audited financial statements but instead is unaudited and derived from the accounting records of Rabobank Nederland, unless otherwise stated.*

Business overview*

Rabobank Group is an international financial services provider operating on the basis of cooperative principles. At 31 December 2013, it comprised 129 independent local Rabobanks and their central organisation Rabobank Nederland and its subsidiaries. Rabobank Group operates in 41 countries. Its operations include domestic retail banking, wholesale banking and international retail banking, leasing and real estate. In the Netherlands, its focus is on maintaining the Group's position in the Dutch market and, internationally, on food and agri. Rabobank Group entities have strong relationships due to Rabobank's cooperative structure. At 31 December 2013, Rabobank Group had total assets of €674.1 billion and 56,870 full-time employees.

Rabobank Nederland, the local Rabobanks and certain subsidiaries in Rabobank Group are linked through a "cross-guarantee system". The cross-guarantee system provides for intra-group credit support among Rabobank Nederland, all local Rabobanks and certain of Rabobank Group's subsidiaries that are the other participating institutions. Under the cross-guarantee system, funds are made available by each participating institution if another participant suffers a shortfall in its funds. If a participating institution is liquidated and has insufficient assets to cover its liabilities, the other participating institutions are liable for its debts.

The independent local Rabobanks make up Rabobank Group's cooperative core business. Clients can become members of their local Rabobank. In turn, the local Rabobanks are members of Rabobank Nederland, the supralocal cooperative organisation that advises and supports the banks in their local services. Rabobank Nederland also supervises the operations, sourcing, solvency and liquidity of the local Rabobanks. With 722 branches and 2,524 cash-dispensing machines at 31 December 2013, the local Rabobanks form a dense banking network in the Netherlands. In the Netherlands, the local Rabobanks serve approximately 7 million retail customers and approximately 800,000 corporate clients, both private and corporate, offering a comprehensive package of financial services.

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Nederland) is the holding company of a number of specialised subsidiaries in the Netherlands and abroad. Rabobank International is Rabobank Group's wholesale bank and international retail bank.

Factors affecting results of operations

General market conditions*

Rabobank Group's results of operations are affected by a variety of market conditions, including economic cycles, fluctuations in stock markets, interest rates and exchange rates, and increased competition. Banks are still facing persistent turmoil in the financial markets. In the first quarter of 2013, the Dutch state nationalised the bank and insurance group SNS Reaal. This rescue highlights the fragility of European banks and the

continued exposure of taxpayers to European banks five years after the financial crisis first erupted. During 2013, the contraction of the Dutch economy negatively impacted Rabobank Group's growth in lending and resulted in loan losses above Rabobank Group's long-term average. It is expected that 2014 will be another difficult year for the Dutch economy. Competition for mortgages and savings is likely to continue in 2014.

In 2013, 70 per cent. of Rabobank Group's total income was derived from its Dutch operations. Accordingly, changes in the Dutch economy, the levels of Dutch consumer spending and changes in the Dutch real estate, securities and other markets may have a material effect on Rabobank Group's operations. However, because of Rabobank Group's high level of product diversification, it has not experienced major fluctuations in its levels of profitability in the past. Outside of the Netherlands, the markets Rabobank Group focuses on, i.e. principally food and agri, have historically been impacted by business cycles only in a limited way.

Although Rabobank Group expects that the foregoing factors will continue to affect its consolidated results of operations, it believes that the impact of any one of these factors is mitigated by its high level of product diversification. However, a protracted economic downturn in the Netherlands or Rabobank Group's other major markets could have a material negative impact on its results of operations. See "*Risk Factors – Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme – Business and general economic conditions*".

Interest rates

Changes in prevailing interest rates (including changes in the difference between the levels of prevailing short-term and long-term rates) can materially affect Rabobank Group's results. For example, a low interest rate environment could adversely affect Rabobank Group's results, as due to the structure of its balance sheet, Rabobank has a significant level of non- and low-interest-bearing liabilities (its reserves, balances on payment accounts and current accounts). Generally, a sustained period of lower interest rates will reduce the yields on the assets that are financed with these liabilities. Conversely, rising interest rates should, over time, increase investment income but may, at the same time, reduce the market value of pre-existing investment portfolios. Rising rates can also lead to higher or lower interest margins depending on whether Rabobank Group's interest-earning assets reprice at a faster rate than interest-bearing liabilities or the degree to which the spreads on assets or liabilities narrow or widen. Although interest rates may start an upward trend if the European sovereign debt crisis is resolved, Rabobank expects that the relatively low interest rate environment that it faced in the recent past is likely to continue in 2014, with a corresponding impact on Rabobank Group's results.

As discussed under "*Risk Management – Interest rate risk*", Rabobank Group generally takes a limited interest rate position that is managed within strict limits and designed to take advantage of expected changes in interest rates and the yield curve.

Critical accounting policies

The accounting policies that are most critical to Rabobank Group's business operations and the understanding of its results are identified below. In each case, the application of these policies requires Rabobank to make complex judgements based on information and financial data that may change in future periods, the results of which can have a significant effect on Rabobank Group's results of operations. As a result, determinations regarding these items necessarily involve the use of assumptions and judgements as to future events and are subject to change. Different assumptions or judgements could lead to materially different results. See the footnotes to the audited consolidated financial statements incorporated by reference into this Base Prospectus for additional discussion of the application of Rabobank Group's accounting policies.

Value adjustments

Rabobank regularly assesses the adequacy of the allowance for loan losses by performing ongoing evaluations of the loan portfolio. Rabobank's policies and procedures to measure impairment are IFRS compliant. Rabobank considers a loan to be impaired when, based on current information and events, it is likely that Rabobank will not be able to collect all amounts due (principal and interest) according to the original contractual terms of the loan.

Rabobank distinguishes:

- Specific allowances for impaired corporate loans. For these loans, impairment is measured on a case-by-case basis. Once a loan is identified as impaired, the impairment amount is measured as the difference between the carrying amount and the recoverable amount of the loan. The recoverable amount equals the present value of expected future cash flows discounted at the loan's effective rate.
- Collective allowances for loans that are not significant enough to be assessed individually. Retail portfolios of loans that are not individually assessed for impairment are grouped into pools, based on similar risk characteristics, and are collectively assessed for impairment. The allowance is set using IFRS-adjusted Basel II parameters.
- An Incurred But Not Reported ("IBNR") allowance for losses on loans that have been incurred but have not yet been individually identified at the balance sheet date. Non-impaired loans are included in groups with similar risk characteristics and are collectively assessed for the potential losses, based on IFRS-adjusted expected loss parameters. Furthermore, factors are used which assume that within three to six months impairment will be discovered.

The impairment amount thus determined is recorded in the profit and loss account as a bad debt cost with the corresponding credit posted as an allowance against the loan balance in the balance sheet.

The Provisioning Committee headed by the CFO decides twice a year on allowance-taking for all impaired loans above a certain threshold (currently over €45 million) or with an allowance above a predetermined threshold (currently over €15 million).

Trading activities

Rabobank's trading portfolio is carried at fair value based on market prices or model prices if the market prices are not available. The market value of financial instruments in Rabobank Group's trading portfolio is generally based on listed market prices or broker-dealer price quotations. If prices are not readily determinable, fair value is based on valuation models. The fair value of certain financial instruments, including OTC derivative instruments, are valued using valuations models that consider, among other factors, contractual and market prices, correlations, time value, credit, yield curve volatility factors and/or prepayment rates of the underlying positions.

Change in accounting policies and presentation

As a result of changes in accounting policies and presentation, certain figures for Rabobank Group for the year ended 31 December 2012 in this Base Prospectus have been restated (see the Consolidated Financial Statements 2013 Rabobank Group, under note 2.1.1, "*Changes in accounting policies*"). Where the year ended 31 December 2013 is compared with the year ended 31 December 2012, the restated figures for 2012 are discussed. Where the year ended 31 December 2012 is compared with the year ended 31 December 2011, the non-restated figures for 2012 are discussed.

Results of operations

The following table sets forth certain summarised financial information for Rabobank Group for the years indicated:

	Year ended 31 December			
	2013	2012 (restated)	2012	2011
	(in millions of euros)			
Interest.....	9,093	9,171	9,097	9,174
Commission	2,000	2,228	2,206	2,361
Other results	1,927	2,217	2,149	1,171
Total income	13,020	13,616	13,452	12,706
Staff costs	5,325	5,494	5,325	4,862
Other administrative expenses	3,912	2,982	2,979	2,850
Depreciation	528	527	527	540
Operating expenses	9,765	9,003	8,831	8,252
Gross result	3,255	4,613	4,621	4,454
Value adjustments	2,643	2,350	2,350	1,606
Bank tax expense	197	196	196	—
Operating profit before taxation	415	2,067	2,075	2,848
Taxation.....	68	158	160	355
Net profit from continuing operations..	347	1,909	1,915	2,493
Net profit from discontinued operations	1,665	149	197	134
Net profit	2,012	2,058	2,112	2,627

Year ended 31 December 2013 compared to year ended 31 December 2012

Total income. Rabobank Group's total income decreased 4 per cent. in 2013, falling to €13,020 million compared to €13,616 million in 2012. The decrease was mainly due to a decrease in commission income resulting from the sale of Bank Sarasin & Cie. AG ("**Sarasin**"), higher impairments on real estate and landholdings and the lower results from hedge accounting.

Interest. Interest income remains more or less stable at €9,093 million in 2013 compared to €9,171 million in 2012. This was due to a restoration of the margin on savings at the local Rabobanks and the loss of part of the interest income due to the sale of Sarasin.

Commission. Sarasin was still contributing to commission income for six months in 2012. Partly due to the absence of this income in 2013, commission income decreased 10 per cent. to €2,000 million in 2013 compared to €2,228 million in 2012.

Other results. Other results were down €290 million in 2013 at €1,927 million compared to €2,217 million in 2012. The other results rose as a result of the transition to the new pension scheme, however this item was

negatively affected by higher impairments on real estate and land holdings and the lower result from hedge accounting. These developments drove the 13 per cent. decrease in other results.

Operating expenses. Rabobank Group's operating expenses rose by 8 per cent. in 2013 to €9,765 million compared to €9,003 million in 2012, mainly due to an increase in other administrative expenses.

Staff costs. Staff costs decreased by 3 per cent. to €5,325 million in 2013 compared to €5,494 million in 2012. Staff numbers declined by 2,758 FTE in 2013, to 56,870 FTE compared to 59,628 FTE in 2012, 1,387 FTE of which was due to the sale of Robeco. There was also a decline of 1,689 FTE at the local Rabobanks and Friesland Bank. The employee expenses at Sarasin were still included in the operating expenses at group level for six months in 2012. The decline in staff, in combination with the absence of the expenses for Sarasin, caused employee expenses to decline by €169 million.

Other administrative expenses. Other administrative expenses rose by 31 per cent. to €3,912 million in 2013 compared to €2,982 million in 2012. Other administrative expenses rose at Rabobank International as a result of the settlements relating to the LIBOR investigations. Please see "*Description of Business of Rabobank Group – Legal proceedings*". At Rabobank Nederland, other administrative expenses increased due to higher costs of innovation associated with the further development of the virtual customer service as part of Vision 2016. Moreover, both the local Rabobanks and Rabo Real Estate Group faced higher costs of reorganisation. The implementation of Vision 2016 led to heavy cuts in staff at the local Rabobanks, and a decision was made to phase out the commercial real estate development activities at Rabo Real Estate Group. The sale of Sarasin on the other hand led to a reduction in other administrative expenses. On balance, these developments resulted in a 31 per cent. increase in other administrative expenses.

Depreciation. Depreciation remained virtually unchanged at €528 million in 2013 compared to €527 million in 2012.

Value adjustments. Value adjustments were up 12 per cent. at Group level, rising to €2,643 in 2013 compared to €2,350 million in 2012. At 59 basis points of average lending in 2013 compared to 52 basis points in 2012, bad debt costs were 31 basis points above the long-term average of 28 basis points (based on the period 2003 to 2012). There was a further increase in bad debt costs at Rabo Real Estate Group due to the continuing poor state of the real estate market in the Netherlands. For the local Rabobanks, commercial real estate, inland shipping and greenhouse horticulture also suffered in 2013. In addition, the low level of domestic spending led to difficulties for sectors focusing on the domestic retail market. Export-oriented companies were able to benefit from the increase in world trade. The total value adjustments at the domestic retail banking division were slightly above the high level seen in 2012. At Rabobank International, which has a more internationally diversified portfolio, the level of value adjustments fell. At De Lage Landen, value adjustments rose slightly.

Bank tax. The bank tax led to an additional expense item for Rabobank Group of €197 million in 2013, compared to €196 million in 2012.

Taxation. The recognised tax expense was €68 million in 2013 compared to €158 million in 2012, which corresponds to an effective tax rate of 16.4 per cent. in 2013 compared to 7.6 per cent. in 2012. The relatively low tax burden was due to the fact that certain associates, such as Achmea, were not subject to tax.

Net profit. Net profit decreased by 2 per cent. to €2,012 million in 2013 compared to €2,058 million in 2012. The sale of Robeco and the transition to the new pension scheme had a non-recurring positive effect while the settlements in relation to the LIBOR investigations had a negative effect. The impairments on land holdings and real estate projects and the increase in the reorganisation provisions at the local Rabobanks also contributed to the decrease, as did the lower result from hedge accounting and the higher value adjustments. An amount of €929 million in 2013 compared to €843 million in 2012 remains net of non-controlling interests

and payments on Rabobank Member Certificates and hybrid equity instruments. This amount was used to improve Rabobank's capital position.

Year ended 31 December 2012 compared to year ended 31 December 2011

Total income. Rabobank Group's total income increased 6 per cent. in 2012, rising to €13,452 million compared to €12,706 million in 2011.

Interest. Competition in the Dutch savings market was fierce. Lower margins on saving deposits caused interest income to fall by 1 per cent. to €9,097 million in 2012 compared to €9,174 million in 2011.

Commission. Insurance and securities commissions at the local Rabobanks were down. In addition, as a result of the sale of Swiss-based private bank Sarasin to Safra, Sarasin no longer contributed to commission income as of August 2012. Due, in part, to these developments, commission income decreased 7 per cent. to €2,206 million in 2012 compared to €2,361 million in 2011.

Other results. Other income increased significantly in 2012 to €2,149 million compared to €1,171 million in 2011. Interest rate developments, which led to a steepening of the yield curve and gains on hedge accounting, had a positive effect on other results. The same held true for the completion of the sale of the shares in Yes Bank and Sarasin, for improvements in the share of the profits of Achmea, and for the acquisition of Friesland Bank. This was counteracted by the fact that the fall in credit spread on Rabobank-issued structured notes and high impairment losses on property developments had a negative effect on other results. These developments drove the 84 per cent. increase in other results.

Operating expenses. Rabobank Group's operating expenses rose by 7 per cent. in 2012 to €8,831 million compared to €8,252 million in 2011, mainly due to an increase in staff costs.

Staff costs. Staff costs increased by 10 per cent. to €5,325 million in 2012 compared to €4,862 million in 2011 because of an increase in pension costs in the Netherlands, the UK and the U.S., and a temporary increase in outside staff. These costs also rose due to routine pay increases.

Other administrative expenses. Other administrative expenses rose by 5 per cent. to €2,979 million in 2012 compared to €2,850 million in 2011. The acquisition of Friesland Bank and an increase in consultancy fees at Rabobank International caused an increase in other administrative expenses, whereas the completion of the sale of Sarasin produced a drop in these expenses.

Depreciation. Depreciation charges decreased 2 per cent. to €527 million in 2012 compared to €540 million in 2011. The sale of Sarasin was instrumental in the 2 per cent. drop.

Value adjustments. Because of the challenging economic climate in the Netherlands and the weak property market, a relatively high number of trade, industry and services customers and customers operating in the property sector experienced financial difficulties. This situation forced Rabobank Group to increase its provisions, particularly at the local Rabobanks and FGH Bank. In the aggregate, value adjustments were up 46 per cent. at Group level, rising to €2,350 in 2012 compared to €1,606 million in 2011. At 52 basis points of average lending (2011: 37 basis points), bad debt costs were 27 basis points above the long-term average of 25 basis points (based on the period 2002 to 2011).

Bank tax. The bank tax led to an additional expense item for Rabobank Group of €196 million in 2012. The bank tax did not exist in 2011.

Taxation. The recognised tax expense was €160 million in 2012 compared to €355 million in 2011, which corresponds to an effective tax rate of 7.7 per cent. (2011: 12.5 per cent.).

Net profit. Net profit decreased by 20 per cent. to €2,112 million in 2012 compared to €2,627 million in 2011. An amount of €897 million (2011: €1,549 million) remains net of non-controlling interests and payments on

Rabobank Member Certificates and hybrid equity instruments. This amount was used to improve Rabobank's capital position.

Segment discussion*

Domestic retail banking

The following table sets forth certain summarised financial information for Rabobank Group's domestic retail banking business for the years indicated:

	Year ended 31 December		
	2013	2012	2011
	(in millions of euros)		
Interest.....	5,605	5,180	5,218
Commission	1,319	1,344	1,357
Other results	616	765	366
Total income	7,540	7,289	6,941
Staff costs.....	2,463	2,454	2,258
Other administrative expenses	2,408	1,755	1,609
Depreciation	144	151	119
Operating expenses	5,015	4,360	3,986
Gross result	2,525	2,929	2,955
Value adjustments	1,384	1,329	648
Bank tax	90	91	—
Operating profit before taxation	1,051	1,509	2,307
Taxation.....	270	205	454
Net profit	781	1,304	1,853

Year ended 31 December 2013 compared to year ended 31 December 2012

Total income. Domestic retail banking total income increased by 3 per cent., rising to €7,540 million in 2013, compared to €7,289 million in 2012. This increase was mainly due to an increase in interest profit resulting from a partial restoration of margins on savings.

Interest. Interest income increased 8 per cent. to €5,605 million in 2013, compared to €5,180 million in 2012, which was due in particular to a partial restoration of margins on savings.

Commission. Commission fell by 2 per cent. to €1,319 million in 2013, compared to €1,344 million in 2012, due in part to a decline in insurance commissions.

Other results. Other results decreased by 19 per cent. to €616 million in 2013, compared to €765 million in 2012. Contrary to the decision in 2012, the June 2013 general members meeting decided that Rabobank Nederland should not pay a dividend to the local Rabobanks. The transition to the new pension scheme positively affected the other results.

Operating expenses. Total operating expenses for domestic retail banking increased 15 per cent., rising to €5,015 million in 2013, compared to €4,360 million in 2012, principally as a result of an increase in other administrative expenses.

Staff costs. Despite lower staff numbers, staff costs remained more or less unchanged at €2,463 million in 2013, compared to €2,454 million in 2012. This was due to the increase in individual redundancy payments in 2013.

Other administrative expenses. Other administrative expenses increased 37 per cent. to €2,408 million in 2013, compared to €1,755 million in 2012, driven by higher reorganisation costs in connection with Vision 2016 and increased costs of innovation at Rabobank Nederland, which are fully recharged to the local Rabobanks.

Depreciation. Depreciation fell to €144 million in 2013, compared to €151 million in 2012, because of lower amortisation of intangible non-current assets.

Value adjustments. Value adjustments rose by €55 million to reach €1,384 million in 2013, compared to €1,329 million in 2012. At 45 basis points in 2013, compared to 44 basis points in 2012, of average lending, bad debt costs were above the long-term average of 16 basis points, based on the period from 2003 to 2012. Of lending, 69 per cent. is comprised of residential mortgage loans. Bad debt costs on residential mortgage loans stood at 6 basis points in 2013 compared to 6 basis points in 2012.

Bank tax. The bank tax led to an additional expense item of €90 million in 2013 compared to €91 million in 2012.

Taxation. Taxation increased in 2013 by €65 million to €270 million compared to €205 million in 2012.

Net profit. Net profit decreased by 40 per cent. to €781 million in 2013 compared to €1,304 million in 2012. The establishment of reorganisation plans associated with the Vision 2016 programme and increased costs of innovation at Rabobank Nederland, which are fully recharged to the local Rabobanks, contributed to the decrease.

Year ended 31 December 2012 compared to year ended 31 December 2011

Total income. Domestic retail banking total income increased by 5 per cent., rising to €7,289 million in 2012, compared to €6,941 million in 2011.

Interest. Interest income decreased 1 per cent. to €5,180 million in 2012, compared to €5,218 million in 2011, which was due in particular to lower margins on saving deposits.

Commission. Commission fell by 1 per cent. to €1,344 million in 2012, compared to €1,357 million in 2011, because of fewer loans being issued and lower securities commission.

Other results. Other results rose to €765 million in 2012, compared to €366 million in 2011. Other results is made up primarily of dividends payable by Rabobank Nederland to the local Rabobanks. Besides an increase in dividends, other results was up also because of higher earnings from cash management.

Operating expenses. Total operating expenses for domestic retail banking increased 9 per cent., rising to €4,360 million in 2012, compared to €3,986 million in 2011, principally as a result of an increase in staff costs.

Staff costs. Staff costs increased by 9 per cent. to €2,454 million in 2012, compared to €2,258 million in 2011. A factor contributing to the increase in staff costs was the rise in headcount compared with 2011, particularly in terms of temporary staff. The upswing in staff costs was also attributable to the addition of the Friesland Bank employees.

Other administrative expenses. Other administrative expenses increased 9 per cent. to €1,755 million in 2012, compared to €1,609 million in 2011, due mainly to the acquisition of Friesland Bank.

Depreciation. Depreciation rose to €151 million in 2012, compared to €119 million in 2011, because of higher amortisation charges of software and intangibles.

Value adjustments. The weak economy led to further increases in value adjustments in 2012. In the food and agri sector, loan losses were incurred mostly in greenhouse horticulture. In the trade, industry and services sector, businesses reliant on domestic spending in particular suffered the consequences of low consumer and business demand. Low investment levels caused problems in the building contracting and real estate-related sectors. The sea and coastal shipping sector was also negatively affected. Value adjustments rose by €681 million to reach €1,329 million in 2012, compared to €648 million in 2011. At 44 (2011: 22) basis points of average lending, bad debt costs were above the long-term average of 13 basis points, based on the period 2002 to 2011. Of lending, 69 per cent. is comprised of residential mortgage loans. Bad debt costs on residential mortgage loans stood at 6 (2011: 3) basis points.

Bank tax. The bank tax led to an additional expense item of €91 million in 2012.

Taxation. Taxation decreased in 2012 by €249 million to €205 million compared to €454 million in 2011.

Net profit. Net profit decreased by 30 per cent. to €1,304 million in 2012 compared to €1,853 million in 2011.

Wholesale banking and international retail banking

The following table sets forth certain summarised financial information for Rabobank Group's wholesale banking and international retail banking business for the years indicated:

	Year ended 31 December		
	2013	2012	2011
	<i>(in millions of euros)</i>		
Interest.....	2,617	2,775	2,957
Commission	637	618	586
Other results	793	612	207
Total income	4,047	4,005	3,750
Staff costs.....	1,270	1,320	1,116
Other administrative expenses	1,737	976	847
Depreciation	127	120	109
Operating expenses	3,134	2,416	2,072
Gross result	913	1,589	1,678
Value adjustments	568	621	686
Bank tax	75	60	—
Operating profit before taxation	270	908	992
Taxation.....	218	204	211
Net profit	52	704	781

Year ended 31 December 2013 compared to year ended 31 December 2012

Total income. Total income at Rabobank International increased by 1 per cent. to €4,047 million in 2013 compared to €4,005 million in 2012. This increase was attributable in particular to a €181 million rise in other results.

Interest. Interest income declined by 6 per cent. to €2,617 million in 2013, compared to €2,775 million in 2012, due in part to the decrease in the loan portfolio and interest expenses relating to RaboDirect.

Commission. Commission increased by 3 per cent. to €637 million in 2013, compared to €618 million in 2012, driven by higher commission income at Capital Markets.

Other results. In 2013, other results rose by €181 million to €793 million, compared to €612 million in 2012. Positive results from Corporate Lending, Capital Markets, Acquisition Finance and Global Client Solutions and the phasing out of the illiquid asset portfolio contributed to the increase.

Operating expenses. Rabobank International's total operating expenses increased by 30 per cent. to €3,134 million, compared to €2,416 million in 2012, principally as a result of an increase in other administrative expenses.

Staff costs. Staff costs decreased by 4 per cent. to €1,270 million in 2013, compared to €1,320 in 2012. There was a one-off increase in pension costs in 2012, and partly because this item returned to historically normal levels in 2013, staff costs declined.

Other administrative expenses. As a result of the settlements agreed by Rabobank in the wake of the LIBOR investigations, other administrative expenses were up 78 per cent. to €1,737 million in 2013, compared to €976 million in 2012.

Depreciation. Depreciation grew by 6 per cent. to €127 million, compared to €120 million in 2012, due to increased write-offs on proprietary software.

Value adjustments. Value adjustments at Rabobank International decreased by 9 per cent. to €568 million in 2013, compared to €621 million in 2012. Bad debt costs amounted to 57 basis points in 2013, compared to 59 basis points in 2012 of average lending, which is higher than the long-term average of 54 basis points (based on the period 2003 to 2012).

Bank tax. The bank tax led to an additional expense item of €75 million in 2013, compared to €60 million in 2012.

Taxation. Taxation increased in 2013 by €14 million to €218 million, compared to €204 million in 2012.

Net profit. Net profit decreased by 93 per cent. to €52 million in 2013 compared to €704 million in 2012. This decrease was mainly due to the settlements agreed by Rabobank after the LIBOR investigations.

Year ended 31 December 2012 compared to year ended 31 December 2011

Total income. Total income at Rabobank International increased by 7 per cent. to €4,005 million in 2012 compared to €3,750 million in 2011. This increase was attributable in particular to a €405 million rise in other income.

Interest. Interest income declined by 6 per cent. to €2,775 million in 2012, compared to €2,957 million in 2011. The lower deposit interest rate of the European Central Bank was a factor in the 6 per cent. drop in interest results.

Commission. Commission increased by 5 per cent. to €618 million in 2012, compared to €586 million in 2011, due, in part, to an increase in commissions on loans.

Other results. In 2012, other results rose by €405 million to €612 million, compared to €207 million in 2011, because of the sale of remaining equity interest in Indian-based Yes Bank and the higher share of the profits of the participation in the Agricultural Bank of China.

Operating expenses. Rabobank International's total operating expenses increased by 17 per cent. to €2,416 million, compared to €2,072 million in 2011. The implementation of changes in international rules and regulations proved to be a substantial cost item whose impact was felt in staff costs and other administrative expenses.

Staff costs. Staff costs rose by 18 per cent. to €1,320 million in 2012, compared to €1,116 in 2011, owing to routine pay increases, higher pension costs and, to a lesser extent, an increase in headcount.

Other administrative expenses. Due, in part, to higher consultancy fees, administrative expenses were up 15 per cent. to €976 million in 2012, compared to €847 million in 2011.

Depreciation. Depreciation grew by 10 per cent. to €120 million, compared to €109 million in 2011, due to higher depreciation charges on software.

Value adjustments. Value adjustments at Rabobank International decreased by 9 per cent. to €621 million in 2012, compared to €686 million in 2011. As ACCBank accounted for €301 million of these value adjustments, reflecting nearly half of the total figure. Bad debt costs amounted to 59 basis points (2011: 73 basis points) of average lending, which is higher than the long-term average of 54 basis points (based on the period 2002 to 2011).

Bank tax. The bank tax led to an additional expense item of €60 million in 2012.

Taxation. Taxation decreased in 2012 by €7 million to €204 million, compared to €211 million in 2011.

Net profit. Net profit decreased by 10 per cent. to €704 million in 2012 compared to €781 million in 2011.

Leasing

The following table sets forth certain summarised financial information for Rabobank Group's leasing business for the years indicated:

	Year ended 31 December		
	2013	2012	2011
	(in millions of euros)		
Interest.....	973	952	778
Commission	52	63	76
Other results	545	442	465
Total income.....	1,570	1,457	1,319
Staff costs	517	526	455
Other administrative expenses	198	223	269
Depreciation	49	47	50
Operating expenses	764	796	774
Gross result	806	661	545
Value adjustments	170	147	144
Bank tax	9	9	—

	Year ended 31 December		
	2013	2012	2011
	(in millions of euros)		
Operating profit before taxation	627	505	401
Taxation.....	205	138	97
Net profit	422	367	304

Year ended 31 December 2013 compared to year ended 31 December 2012

Total income. De Lage Landen's total income increased by 8 per cent., rising to €1,570 million in 2013, compared to €1,457 million in 2012. The increase was in particular attributable to a 23 per cent. increase in other results.

Interest. Interest income was up by 2 per cent. to €973 million in 2013, compared to €952 million in 2012. Growth of the average lease portfolio contributed to the increase.

Commission. Commission income fell by €11 million to €52 million, compared to €63 million in 2012, due to a change in presentation of amounts received.

Other results. Residual value gains on sales of leased products rose in comparison to 2012. This contributed to the increase in other results by 23 per cent. to €545 million, compared to €442 million in 2012.

Operating expenses. Total operating expenses at De Lage Landen fell by 4 per cent. to €764 million in 2013, compared to €796 million in 2012, principally due to lower other administrative expenses.

Staff costs. Staff costs were down €9 million, reaching €517 million, compared to €526 million in 2012, due in part to the depreciation of several foreign currencies.

Other administrative expenses. Other administrative expenses fell by 11 per cent. to €198 million, compared to €223 million in 2012. The Action project was launched in 2012, with the aim of reducing costs and increasing organisational efficiency. The effects of this were visible in 2013, in the form of the 11 per cent. decline in other administrative expenses.

Depreciation. The depreciation item was slightly higher at €49 million, compared to €47 million in 2012, mainly due to higher depreciation of inventory.

Value adjustments. De Lage Landen's value adjustments increased by 16 per cent. to €170 million, compared to €147 million in 2012. The diversification of the lease portfolio across countries and sectors in combination with strict risk management contributed to the relatively limited increase. Expressed in basis points of average lending, bad debt costs stood at 59 basis points in 2013 compared to 53 basis points in 2012. Bad debt costs are now 9 basis points below the long-term average of 68 basis points (based on the period 2003 to 2012).

Taxation. Taxation increased in 2013 by €67 million to €205 million compared to €138 million in 2012.

Net profit. Net profit increased 15 per cent. to €422 million in 2013 compared to €367 million in 2012. The increase was mainly due to an increase in interest income in combination with lower costs.

Year ended 31 December 2012 compared to year ended 31 December 2011

Total income. De Lage Landen's total income increased by 10 per cent., rising to €1,457 million in 2012, compared to €1,319 million in 2011. The lease portfolio grew due to the provision of a broader range of services to existing customers.

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Interest. Interest income was up by 22 per cent. to €952 million in 2012, compared to €778 million in 2011. Active portfolio management helped to grow interest income.

Commission. Higher commission payments to the local Rabobanks resulted in a fall of commission income by 17 per cent. to €63 million, compared to €76 million in 2011.

Other results. Lower residual value gains on lease products caused a decrease in other results by 5 per cent. to €442 million, compared to €465 million in 2011.

Operating expenses. Total operating expenses at De Lage Landen rose by 3 per cent. to €796 million in 2012, compared to €774 million in 2011, due to higher staff costs.

Staff costs. Staff costs were up €71 million, reaching €526 million, compared to €455 million in 2011, because of an increase in the number of temporary outside staff, a higher headcount and an increase in wage costs.

Other administrative expenses. Other administrative expenses were high in 2011 because of project costs incurred for self-developed software. As these costs were lower in 2012, other administrative expenses fell by 17 per cent. to €223 million, compared to €269 million in 2011.

Depreciation. The depreciation item was slightly lower at €47 million, compared to €50 million in 2011.

Value adjustments. De Lage Landen's value adjustments increased by 2 per cent. to €147 million, compared to €144 million in 2011. Due to the global spread of the operations, the increase was very limited. Expressed in basis points of average lending, bad debt costs stood at 53 basis points (2011: 58 basis points). Bad debt costs are now 16 basis points below the long-term average of 69 basis points (based on the period 2002 to 2011).

Taxation. Taxation increased in 2012 by €41 million to €138 million compared to €97 million in 2011.

Net profit. Net profit increased 21 per cent. to €367 million in 2012 compared to €304 million in 2011.

Real estate

The following table sets forth certain summarised financial information for Rabobank Group's real estate business for the years indicated:

	Year ended 31 December		
	2013	2012	2011
	<i>(in millions of euros)</i>		
Interest.....	322	312	282
Commission	32	35	41
Other results	(563)	104	207
Total income	(209)	451	530
Staff costs	195	193	200
Other administrative expenses	120	89	124
Depreciation	27	19	20
Operating expenses	342	301	344
Gross result	(551)	150	186
Value adjustments	513	237	129

	Year ended 31 December		
	2013	2012	2011
	(in millions of euros)		
Bank tax	8	8	—
Operating profit before taxation	(1,072)	(95)	57
Taxation	(257)	12	17
Net profit	(815)	(107)	40

Year ended 31 December 2013 compared to year ended 31 December 2012

Total income. Total income in Rabobank Group's real estate business decreased by 146 per cent. to minus €209 million in 2013 compared to €451 million in 2012 due to lower other results.

Interest. Interest income increased by €10 million to €322 million in 2013 compared to €312 million in 2012, due to improved margins on new loans and extensions.

Commission. The size of the loan portfolio was more or less unchanged. Commission also remained fairly stable at €32 million, compared to €35 million in 2012.

Other results. Impairments on land holdings and revaluations of land operations amounted to €567 million, partly due to the postponement of projects. Large impairments were also recognised on commercial real estate holdings. This led to a decrease in other results by 641 per cent. to minus €563 million in 2013, compared to €104 million in 2012.

Operating expenses. Total operating expenses in Rabobank Group's real estate business increased by 14 per cent. in 2013, reaching €342 million, compared to €301 million in 2012, mainly due to higher administrative expenses.

Staff costs. Due in part to additional staff at FGH Bank and Fondsenbeheer Nederland, the number of staff increased by 26 FTE to 1,554, compared to 1,528 FTE in 2012. Staff costs rose slightly as a result, by 1 per cent. to €195 million, compared to €193 million in 2012.

Other administrative expenses. Other administrative expenses increased by 35 per cent. to €120 million in 2013, compared to €89 million in 2012. The increase was mostly due to the formation of a reorganisation provision for the phasing out of the activities of MAB Development.

Depreciation. Depreciation increased by 42 per cent. to €27 million in 2013 compared to €19 million in 2012, mainly due to higher depreciation on real estate.

Value adjustments. Value adjustments stood at €513 million in 2013, compared to €237 million in 2012, which corresponds to 278 basis points in 2013 compared to 124 basis points in 2012 of average lending. Value adjustments rose due to the continuing poor state of the Dutch real estate market in 2013.

Taxation. Taxation decreased by €269 to minus €257 million in 2013 compared to €12 million in 2012.

Net profit. Net profit decreased 662 per cent. by €708 million to minus €815 million in 2013 compared to minus €107 million in 2012. The decrease was mainly due to heavy impairments on land holdings, revaluations of land operations and a decline in the number of housing transactions (especially in the Netherlands and France) at Bouwfonds Property Development and the large increase in value adjustments to receivables at the property financier FGH Bank.

Year ended 31 December 2012 compared to year ended 31 December 2011

Total income. Total income in Rabobank Group's real estate business decreased by 23 per cent. to €451 million in 2012 compared to €530 million in 2011 mainly due to lower other results.

Interest. Interest income increased by €30 million to €312 million in 2012 compared to €282 million in 2011, due to higher margins on new loans and renewals.

Commission. Commission decreased by 15 per cent. to €35 million, compared to €41 million in 2011, because fewer loans were issued than in 2011.

Other results. Higher impairment losses on property developments and strategic land positions contributed to a decrease in other results by 50 per cent. to €104 million in 2012, compared to €207 million in 2011.

Operating expenses. Total operating expenses in Rabobank Group's real estate business declined by 13 per cent. in 2012, falling to €301 million, compared to €344 million in 2011, mainly due to lower other administrative expenses.

Staff costs. The headcount was lower as a result of staff cuts at Bouwfonds Property Development, Bouwfonds REIM, MAB Development and the Management Centre, among other divisions. As a result, staff costs decreased by 4 per cent. to €193 million, compared to €200 million in 2011.

Other administrative expenses. Other administrative expenses, which had been high in 2011 because of a reorganisation allowance, dropped by 28 per cent. to €89 million in 2012, compared to €124 million in 2011.

Depreciation. Depreciation was slightly lower at €19 million in 2012 compared to €20 million in 2011.

Value adjustments. Value adjustments stood at €237 million in 2012, compared to €129 million in 2011, which corresponds to 124 basis points (2011: 69 basis points) of average lending. Bad debt costs rose sharply due to the continued decline in the Dutch property market.

Taxation. Taxation decreased by €5 million to €12 million in 2012 compared to €17 million in 2011.

Net profit. Net profit decreased by €147 million to minus €107 million in 2012 compared to €40 million in 2011.

Loan portfolio

The Dutch economy emerged from a long period of recession in 2013. Dutch exports rose on the back of the pick-up in world trade. In the second half of the year there was (albeit very modest) economic growth. This does not mean that the problems in the Netherlands have been dealt with; domestic consumption fell further in 2013, partly due to rising unemployment. Export-oriented companies were able to benefit from increased foreign demand, but companies whose business focuses more on the domestic market continued to struggle. Due to these developments, the loans to customers item decreased by 5 per cent., or €25.1 billion, to €460.2 billion at 31 December 2013 from €485.3 billion at 31 December 2012. The private sector loan portfolio decreased by €19.1 billion to €439.0 billion at 31 December 2013, a decrease of 4 per cent. from €458.1 billion at 31 December 2012. Loans to private individuals, primarily for mortgage finance, were down €3.6 billion, or 2 per cent., to €216.4 billion at 31 December 2013. Residential mortgage loans are granted by local Rabobanks and by Obvion. These loans are secured on underlying properties and have maturities up to 30 years. Loans to the trade, industry and services sector decreased by €10.0 billion to €135.6 billion at 31 December 2013. Lending to the food and agri sector decreased by €5.4 billion to €87.0 billion at 31 December 2013, a 6 per cent. decrease.

The following table shows a breakdown of Rabobank Group's total lending outstanding to the private sector at 31 December 2013 and 31 December 2012, by category of borrower:

	At 31 December			
	2013		2012	
	(in millions of euros and as percentage of total private sector lending)			
Private individuals	216,351	49%	220,029	48%
Trade, industry and services sector	135,648	31%	145,626	32%
Food and agri sector	86,976	20%	92,436	20%
Total private sector lending	438,975	100%	458,091	100%

The maturities of loans granted by Rabobank Group vary from overdraft facilities to 30-year term loans.

The following table provides a breakdown of the remaining maturity of Rabobank Group's total loans to customers (public and private sector) and professional securities transactions at 31 December 2013 and 31 December 2012:

	At 31 December			
	2013		2012	
	(in millions of euros and as percentage of total loans to customers)			
Less than 1 year.....	94,872	21%	102,211	21%
More than 1 year	365,330	79%	383,088	79%
Total loans to customers	460,202	100%	485,299	100%

Funding

At 31 December 2013, amounts due to customers of Rabobank Group were €329.4 billion, a decrease of 1 per cent. compared to 31 December 2012. The balance held in savings deposits increased by €1.9 billion to €151.5 billion, an increase of 1 per cent. Other amounts due to customers (including current accounts, repurchase agreements and time deposits) decreased by €6.7 billion to €177.9 billion at 31 December 2013, largely due to a decrease in other due to customers. Time deposits increased by €0.4 billion to €56.4 billion. At 31 December 2013, debt securities in issue (including certificates of deposit, commercial paper and bonds) totalled €195.4 billion compared to €223.3 billion at 31 December 2012. Savings deposits (except fixed-time deposits, from 1 month to 20 years) generally bear interest at rates that Rabobank Nederland can unilaterally change.

The following table shows Rabobank Group's sources of funding by source at 31 December 2013, 31 December 2012 and 31 December 2011:

	Year ended 31 December		
	2013	2012	2011
	(in millions of euros)		
Savings deposits.....	151,516	149,661	140,028
Other due to customers.....	177,884	184,610	189,864
Debt securities in issue.....	195,361	223,336	213,441

	Year ended 31 December		
	2013	2012	2011
	(in millions of euros)		
Other financial liabilities at fair value through profit or loss	19,069	24,091	25,889
Total	543,830	581,698	569,222

Rabobank Group also receives funds from the inter-bank and institutional market. Rabobank Group's total due to other banks was €15.5 billion at 31 December 2013, a 43 per cent. decrease from €27.1 billion at 31 December 2012.

Other financial assets*

Other financial assets comprise debt securities and other assets. Other financial assets are subdivided into the following categories:

- Trading financial assets;
- Other financial assets at fair value through profit or loss; and
- Available-for-sale financial assets.

Other financial assets at 31 December 2013				
	Trading	Other at fair value through profit or loss	Available-for-sale	Total
	(in millions of euros)			
Purchased loans	1,171	—	—	1,171
Short-term government securities	204	—	1,710	1,914
Government bonds	1,086	63	35,714	36,863
Other debt securities	2,109	2,917	8,170	13,196
Loans	—	1,056	—	1,056
Total debt securities	4,570	4,036	45,594	54,200
Venture capital.....	—	549	—	549
Equity instruments	719	386	817	1,922
Total other assets	719	935	817	2,471
Total	5,289	4,971	46,411	56,671
Category 1 ⁽¹⁾	2,959	371	42,456	45,786
Category 2 ⁽¹⁾	2,155	2,994	3,645	8,794
Category 3 ⁽¹⁾	175	1,606	310	2,091

Note:

- (1) Category 1: quoted prices in active markets for identical assets or liabilities; category 2: inputs other than quoted prices included in category 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); category 3: inputs for the asset or liability not based on observable market data.

Other financial assets at 31 December 2013

	Trading	Other at fair value through profit or loss	Available-for- sale	Total
	<i>(in millions of euros)</i>			
Purchased loans	1,767	—	—	1,767
Short-term government securities	688	—	2,096	2,784
Government bonds	935	4	39,275	40,214
Other debt securities	1,690	3,738	8,537	13,965
Loans	—	1,026	—	1,026
Total debt securities	5,080	4,768	49,908	59,756
Venture capital	—	784	—	784
Equity instruments	1,307	359	517	2,183
Total other assets	1,307	1,143	517	2,967
Total	6,387	5,911	50,425	62,723
Category 1 ⁽¹⁾	4,107	251	43,889	48,247
Category 2 ⁽¹⁾	2,197	4,003	6,438	12,638
Category 3 ⁽¹⁾	83	1,657	98	1,838

Note:

- (1) Category 1: quoted prices in active markets for identical assets or liabilities; category 2: inputs other than quoted prices included in category 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); category 3: inputs for the asset or liability not based on observable market data.

Credit-related commitments*

Credit granting liabilities represent the unused portions of funds authorised for the granting of credit in the form of loans, guarantees, letters of credit and other lending-related financial instruments. Rabobank's credit risk exposure from credit granting liabilities consists of potential losses amounting to the unused portion of the authorised funds. The total expected loss is lower than the total of unused funds, however, because credit granting liabilities are subject to the clients in question continuing to meet specific standards of creditworthiness. Guarantees represent irrevocable undertakings that, provided certain conditions are met, Rabobank will make payments on behalf of clients if they are unable to meet their financial obligations to third parties. Rabobank also accepts credit granting liabilities in the form of credit facilities made available to ensure that clients' liquidity requirements can be met, but which have not yet been drawn upon.

At 31 December

	2013	2012	2011
	<i>(in millions of euros)</i>		
Guarantees	11,429	14,904	10,519
Letters of credit	5,919	5,583	5,487
Credit granting liabilities	32,126	33,061	34,522

	At 31 December		
	2013	2012	2011
	(in millions of euros)		
Other contingent liabilities	82	—	—
Total credit related and contingent liabilities	49,556	53,548	50,528
Revocable credit facilities	45,031	45,083	44,649
Total credit related commitments	94,587	98,631	95,177

Capital adequacy

Rabobank wishes to have an adequate solvency position, which it manages based on a number of ratios. The principal ratios are the core Tier 1 ratio, the Tier 1 ratio, the BIS ratio (capital ratio) and the equity capital ratio. Rabobank's internal targets exceed the regulators' minimum requirements as it anticipates market expectations and developments in laws and regulations. Rabobank seeks to stand out from other financial institutions, managing its solvency position based on policy documents. Balans- en Risicomanagement Commissie Rabobank Groep, the Executive Board and the Supervisory Board periodically discuss the solvency position and the targets to be used.

Rabobank must comply with a number of minimum solvency positions stipulated under the law. The solvency position is determined based on ratios. These ratios compare Rabobank's BIS ratio and core Tier 1 ratio with the total amount of the risk-weighted assets. The minimum required percentages under the CRD III are 8 per cent. and 4 per cent. of the risk-weighted assets, respectively. Since 1 January 2014, the minimum required percentages have been determined based on CRD IV. This will result in a gradual increase in the minimum required percentages. Rabobank takes this into its account in its capital planning.

The determination of the risk-weighted assets is based on separate methods for credit risk, operational risk and market risk. The risk-weighted assets are determined for credit risk purposes in many different ways. For most assets the risk weight is determined with reference to internal ratings and a number of characteristics specific to the asset concerned. For off-balance sheet items the balance sheet equivalent is calculated first, on the basis of internal conversion factors. The resulting equivalent amounts are then also assigned risk-weightings. An Advanced Measurement Approach Model is used to determine the amount with respect to the risk-weighted assets for operational risk. With the market risk approach, the general market risk is hedged, as well as the risk of open positions in foreign currencies, debt and equity instruments, as well as commodities.

The core Tier 1 ratio, the Tier 1 ratio and the BIS ratio are the most common ratios used to measure solvency. The core Tier 1 ratio expresses the relationship between core Tier 1 capital and total risk-weighted assets. At 31 December 2013, Rabobank Group's core Tier 1 ratio stood at 13.5 per cent. (year-end 2012; 13.1 per cent.).

Risk-weighted assets were down €12.0 billion to €210.8 billion at 31 December 2013 compared to €222.8 billion at 31 December 2012. The decrease of Rabobank Member Certificates was a contributing factor in the €0.7 billion decrease in core Tier 1 capital to €28.6 billion at 31 December 2013 compared to €29.3 billion at 31 December 2012. See "*Regulation of Rabobank Group*" for further discussion of the Basel standards.

The Tier 1 ratio expresses the relationship between Tier 1 capital and total risk-weighted assets. As at 31 December 2013, Rabobank Group's Tier 1 ratio stood at 16.6 per cent. (year-end 2012: 17.2 per cent.). The minimum requirement set by external supervisors is 4.0 per cent.

The BIS ratio is calculated by dividing the total of Tier 1 and Tier 2 capital by the total of risk-weighted assets. At 31 December 2013, the BIS ratio stood at 19.8 per cent. (year-end 2012: 19.0 per cent.). This exceeds the current minimum requirement set by the external supervisors of 8.0 per cent.

The following table sets forth the risk-weighted capital ratios of Rabobank Group at 31 December 2013, 31 December 2012 and 31 December 2011:

Development in capital and solvency ratios

	At 31 December		
	2013	2012	2011
	<i>(in millions of euros, except percentages)</i>		
Core Tier 1 capital	28,551	29,253	28,324
Core Tier 1 ratio	13.5%	13.1%	12.7%
Tier 1 capital	35,092	38,358	37,964
Tier 1 ratio	16.6%	17.2%	17.0%
Qualifying capital	41,650	42,321	39,088
BIS ratio	19.8%	19.0%	17.5%

Selected statistical information*

The following section discusses selected statistical information regarding Rabobank Group's operations. Unless otherwise indicated, average balances are calculated based on monthly balances and geographic data are based on the domicile of the customer. See "Results of operations" for an analysis of fluctuations in Rabobank Group's results between periods.

Return on equity and assets

The following table presents information relating to Rabobank Group's return on equity and assets for each of the past five years:

	2013	2012	2011	2010	2009
	<i>(in percentages)</i>				
Return on assets ⁽¹⁾	0.29	0.28	0.38	0.42	0.37
Return on equity ⁽²⁾	4.88	4.70	6.17	7.00	6.37
Equity to assets ratio ⁽³⁾	5.82	5.96	6.19	4.84	5.82

Notes:

- (1) Net profit as a percentage of total average assets, based on month-end balances.
- (2) Net profit as a percentage of average equity, based on quarter-end balances.
- (3) Average equity divided by average total assets, based on quarter-end balances.

The following table presents information relating to payments on Rabobank Member Certificates for each of the past five years:

	2013	2012	2011	2010	2009
	<i>(in millions of euros, except percentages)</i>				
Outstanding Rabobank (Member) Certificates ⁽¹⁾	6,219	6,587	6,551	6,368	6,275
Payments	309	328	315	303	318
Average yield	4.96%	4.98%	4.81%	4.76%	5.07%

Note:

(1) Average Outstanding Rabobank Member Certificates based on month-end balances.

Loan portfolio

Rabobank Group's loan portfolio consists of loans, overdrafts, assets subject to operating leases, finance lease receivables to governments, corporations and consumers and reverse repurchase agreements. The following table analyses Rabobank Group's loan portfolio by sector at 31 December 2013, 31 December 2012 and 31 December 2011:

	At 31 December		
	2013	2012	2011
	<i>(in millions of euros)</i>		
Private sector lending	438,975	458,091	448,337
Government clients	2,670	3,764	3,557
Securities transactions due from private sector lending	10,697	11,410	7,026
Interest rate hedges (hedge accounting)	7,860	12,034	9,165
Total loans to customers	460,202	485,299	468,085
Value adjustments in loans to customers	(4,177)	(3,715)	(3,089)
Reclassified assets	2,806	4,224	5,588
Gross loans to customers	461,573	484,790	465,586

The following table sets forth a geographic breakdown of Rabobank Group's loan portfolio at 31 December 2013, 31 December 2012 and 31 December 2011:

	At 31 December		
	2013	2012	2011
	<i>(in millions of euros)</i>		
The Netherlands	1,541	2,584	1,764
Other countries in the EU zone	336	408	771
North America	390	444	484
Latin America	40	5	7
Asia	288	256	465

	At 31 December		
	2013	2012	2011
	(in millions of euros)		
Australia and New Zealand	2	5	12
Other countries	73	61	54
Total government clients	2,670	3,764	3,557
The Netherlands	335,046	341,614	332,489
Other countries in the EU zone	26,972	35,737	38,540
North America	40,853	42,010	40,876
Latin America	10,635	11,414	10,950
Asia	6,631	6,284	5,672
Australia	18,698	20,812	19,666
Other countries	140	220	144
Total private sector lending	438,975	458,091	448,337

Risk elements*

Breakdown of assets and liabilities by repayment date*

The following table shows Rabobank's assets and liabilities grouped by the period remaining between the reporting date and the contract repayment date. These amounts correspond with the statement of financial position.

	At 31 December 2013					
	On demand	Less than 3 months	3 months to 1 year	1 to 5 years	More than 5 years	Total
	Payments due by period (in millions of euros)					
Cash and cash equivalents	15,495	27,542	2	—	—	43,039
Due from other banks	6,380	30,730	2,376	1,138	220	40,844
Trading financial assets	50	1,868	544	1,802	1,025	5,289
Other financial assets at fair value through profit or loss	40	851	402	888	2,790	4,971
Derivative financial instruments	152	3,511	2,841	11,477	21,722	39,703
Loans to customers	27,749	33,300	33,823	89,947	275,383	460,202
Available-for-sale financial assets	70	3,917	3,040	11,778	27,606	46,411
Deferred tax assets	460	—	—	—	1,451	1,911
Other assets (excluding employee benefits)	989	4,789	1,153	1,441	427	8,799
Total financial assets	51,385	106,508	44,181	118,471	330,624	651,169
Due to other banks	2,907	5,829	1,691	3,803	1,266	15,496
Due to customers	249,908	36,462	10,526	15,586	16,918	329,400

At 31 December 2013

	On demand	Less than 3 months	3 months to 1 year	1 to 5 years	More than 5 years	Total
<i>Payments due by period (in millions of euros)</i>						
Debt securities in issue	112	31,850	62,865	70,110	30,424	195,361
Derivative financial instruments and other trade liabilities	888	3,958	2,872	16,454	25,999	50,171
Other debts (excluding employee benefits)	1,663	4,235	299	866	85	7,148
Other financial liabilities at fair value through profit or loss	70	653	1,533	7,076	9,737	19,069
Deferred tax liabilities	162	—	—	—	128	290
Subordinated debt	—	5	—	89	7,721	7,815
Total financial liabilities	255,710	82,992	79,786	113,984	92,278	624,750
Net liquidity surplus/(deficit)	(204,325)	23,516	(35,605)	4,487	238,346	26,419

The above breakdown was compiled on the basis of contract information, without taking into account actual movements in items in the statement of financial position. This is taken into account, however, for the day-to-day management of liquidity risk. Customer savings are an example. By contract, they are payable on demand. However, historically this has been a stable source of financing at the long-term disposal of Rabobank. The regulations of the supervisory authority also factor this in. Based on the liquidity criteria of the Dutch Central Bank, Rabobank had a substantial liquidity surplus at 31 December 2013 and throughout 2013. The average liquidity surplus was 40 per cent. of the total liquidity requirement.

The liquidity requirements to meet payments under guarantees and stand-by letters of credit are considerably lower than the size of the liabilities, as Rabobank does not generally expect that third parties to such arrangements will draw funds. The total open position relating to contractual obligations to provide credit does not necessarily represent Rabobank's future cash resource needs, as many of these obligations will lapse or terminate without financing being required.

Interest rate sensitivity

The key indicators used for managing the interest rate risk are the Basis Point Value, the Equity at Risk and the Income at Risk.

The Basis Point Value ("BPV") is the absolute loss of market value of equity after a parallel increase of the yield curve with 1 basis point. In 2013, the BPV did not exceed €12 million.

Long-term interest rate risk is measured and managed using the Equity at Risk concept. Equity at Risk is the sensitivity of Rabobank Group equity's market value to interest rate fluctuations. A 100 basis point overnight upward parallel shock of the curve will result in a 2.3 per cent. drop in market value of equity.

Short-term interest rate risk is monitored using the Income at Risk concept. This is the amount of net interest income that is put at risk on an annual basis, based on certain interest rate scenarios. If interest rates were to gradually decrease 10 basis points over a one-year period, net interest income would decrease at the most by €54 million in 2013.

Cross-border outstandings*

Cross-border outstandings are defined as loans (including accrued interest), acceptances, interest-earning deposits with other banks, other interest-earning investments and any other monetary assets which are denominated in a currency other than the functional currency of the office or subsidiary where the extension of credit is booked. To the extent that the material local currency outstandings are not hedged or are not funded by local currency borrowings, such amounts are included in cross-border outstandings.

At 31 December 2013, there were no cross-border outstandings exceeding 1 per cent. of total assets in any country where current conditions give rise to liquidity problems which are expected to have a material impact on the timely repayment of interest or principal.

The following table analyses cross-border outstandings at the end of each of the last three years, stating the name of the country and the aggregate amount of cross-border outstandings in each foreign country where such outstandings exceeded 1 per cent. of total assets, by type of borrower:

	Banks	Public authorities	Private sector	Total
	<i>(in millions of euros)</i>			
At 31 December 2013				
France	6,622	5,253	5,198	17,073
Germany	3,863	4,855	5,709	14,427
United Kingdom	14,218	6,289	10,446	30,953
Poland	96	2,415	7,592	10,103
United States	5,021	23,699	48,710	77,430
Brazil	1,043	615	5,881	7,539
Australia	953	1,898	13,149	16,000
At 31 December 2012				
France	4,448	6,001	4,213	14,662
Germany	3,556	6,605	5,751	15,912
United Kingdom	11,441	3,775	14,709	29,925
Poland	28	3,024	7,733	10,785
United States	5,294	14,471	53,871	73,636
Brazil	1,462	663	6,219	8,344
Australia	794	919	15,566	17,279
At 31 December 2011				
France	1,629	6,305	3,686	11,620
Germany	2,809	7,335	6,237	16,381
United Kingdom	8,312	3,020	10,062	21,394
Poland	149	2,440	6,562	9,151
United States	4,446	10,556	52,424	67,426
Brazil	1,217	921	6,423	8,561
Australia	433	423	14,614	15,470

Diversification of loan portfolio*

One of the principal factors influencing the quality of the earnings and the loan portfolio is diversification of loans, e.g. by industry or by region. Rabobank Group uses the North America Industry Classification System ("NAICS") as the leading system to classify industries. NAICS distinguishes a large number of sectors, subsectors and industries.

The following table is based on data according to NAICS and represents the loan portfolio of Rabobank Group loans by main sector at 31 December 2013:

	At 31 December 2013		
	On balance	Off balance	Total
	<i>(in millions of euros)</i>		
Grain and oilseeds	14,890	868	15,758
Animal protein	16,716	243	16,959
Dairy	14,293	184	14,477
Fruit and vegetables	9,006	148	9,154
Farm inputs	6,032	381	6,413
Food retail	4,735	264	4,999
Beverages	3,683	21	3,704
Flowers	2,915	9	2,924
Sugar	1,959	89	2,048
Miscellaneous crop farming	1,649	3	1,652
Other	11,098	345	11,443
Total private sector lending to food and agri	86,976	2,555	89,531
Lessors of real estate	26,568	22	26,590
Finance and insurance (except banks)	14,565	1,160	15,725
Wholesale	18,441	5,837	24,278
Activities related to real estate	6,795	1,350	8,145
Manufacturing	8,557	973	9,530
Transportation and warehousing	6,581	339	6,920
Construction	6,615	1,243	7,858
Healthcare and social assistance	6,065	40	6,105
Professional, scientific and technical services	5,442	279	5,721
Retail (except food and beverages)	4,711	531	5,242
Utilities	2,311	829	3,140
Information and communication	1,008	60	1,068
Arts, entertainment and recreation	1,310	18	1,328
Other services	26,679	1,899	28,578

At 31 December 2013

	On balance	Off balance	Total
	<i>(in millions of euros)</i>		
Total private sector lending to trade, industry and services	135,648	14,580	150,228
Private individuals	216,351	160	216,511
Total private sector lending	438,975	17,295	456,270

Apart from due from other banks (€40.8 billion at 31 December 2013 which is 6 per cent. of total assets), Rabobank's only significant risk concentration is in the portfolio of loans to private individuals which accounted for 49 per cent. of the total loan portfolio at 31 December 2013. This portfolio has a relatively low risk profile as evidenced by the actual losses incurred in previous years. The proportion of the total loan portfolio attributable to the food and agri sector was 20 per cent. in 2013. The proportion of the total loan portfolio attributable to trade, industry and services was 31 per cent. at 31 December 2013. Loans to trade, industry and services and loans to the food and agri sector are both spread over a wide range of industries in many different countries. None of these shares represents more than 10 per cent. of the total loan portfolio.

Impaired loans

Loans for which an allowance has been taken are called impaired loans. At 31 December 2013, these loans amounted to €12,809 million (2012: €11,203 million). The allowance for loan losses covered 33 per cent. (2012: 34 per cent.) of the impaired loans. It should be noted that for several years now, the provision for portfolios to which a very low probability of recovery is assigned has been written off at group level. Accordingly, impaired loans are also reduced by that same amount. Excluding this write-off of €4,405 million (2012: €3,940 million) the coverage ratio was 51 per cent. Over and above this allowance, additional coverage is raised through collateral and other securities. Rabobank Group forms allowances at an early stage and applies the one-obligor principle, which means that the exposure to all counterparties belonging to the same group is taken into account. In addition, the full exposure to a client is qualified as impaired, even if adequate coverage is available for part of the exposure in the form of security or collateral. At 31 December 2013, impaired loans corresponded to 2.9 per cent. (2012: 2.4 per cent.) of the private sector loan portfolio.

The following table provides an analysis of Rabobank Group's impaired loans by business at 31 December 2013, 31 December 2012 and 31 December 2011:

	At 31 December		
	2013	2012	2011
	<i>(in millions of euros)</i>		
Domestic retail banking	6,651	5,317	4,559
Wholesale banking and international retail banking	2,670	3,456	3,493
Leasing	721	905	832
Real estate	2,767	1,525	1,066
Other	—	—	8
Rabobank Group	12,809	11,203	9,958

Summary of loan loss experience

The following table shows the movements in the allocation of the allowance for loan losses on loans accounted for as loans to customers for the past three years:

	2013	2012	2011
	<i>(in millions of euros)</i>		
Domestic retail banking	1,974	1,501	1,376
Wholesale banking and international retail banking	845	889	670
Asset management	—	1	12
Leasing	467	451	444
Real estate	376	205	94
Other	53	42	14
Total balance at 1 January	3,715	3,089	2,610
Domestic retail banking	1,979	1,757	1,119
Wholesale banking and international retail banking	1,000	1,214	1,333
Asset management	—	—	1
Leasing	276	264	313
Real estate	520	240	147
Other	16	26	
Total additions	3,791	3,501	2,913
Domestic retail banking	(582)	(416)	(465)
Wholesale banking and international retail banking	(408)	(572)	(578)
Asset management	—	(2)	(1)
Leasing	(40)	(64)	(127)
Real estate	(6)	(2)	(18)
Other	(9)	(8)	
Total reversal of impairments	(1,045)	(1,064)	(1,189)
Domestic retail banking	(1,270)	(1,370)	(590)
Wholesale banking and international retail banking	(487)	(658)	(542)
Asset management	—	—	(2)
Leasing	(223)	(196)	(199)
Real estate	(34)	(67)	(19)
Other	(10)	(6)	(14)
Total written off	(2,024)	(2,297)	(1,366)
Domestic retail banking	124	502	103
Wholesale banking and international retail banking	(346)	(28)	6
Asset management	—	1	(9)
Leasing	(25)	12	20
Real estate	(14)	—	1

	2013	2012	2011
	(in millions of euros)		
Other	1	(1)	—
Total other	(260)	486	121
Domestic retail banking	2,225	1,974	1,543
Wholesale banking and international retail banking	604	845	889
Asset management	—	—	1
Leasing	455	467	451
Real estate	842	376	205
Other	51	53	—
Total other balance at 31 December	4,177	3,715	3,089

Due to customers*

The following table presents a breakdown of due to customers at 31 December 2013, 31 December 2012 and 31 December 2011. Interest rates paid on time deposits and savings deposits reflect market conditions and not all current accounts/settlement accounts earn interest.

	At 31 December		
	2013	2012	2011
	(in millions of euros)		
Time deposits	56,418	56,006	58,931
Current accounts/settlement accounts	82,991	81,640	73,443
Repurchase agreements	1,474	2,299	2,669
Other	12,713	21,525	34,147
Total due to customers by businesses	153,596	161,470	169,190
Savings deposits	151,516	149,661	140,028
Current accounts/settlement accounts	14,470	15,122	12,988
Other	9,818	8,018	7,686
Total due to customers by individuals	175,804	172,801	160,702
Total due to customers	329,400	334,271	329,892

Short-term borrowings*

Short-term borrowings are borrowings with an original maturity of one year or less. These are included in Rabobank Group's consolidated statement of financial position under "Debt securities in issue". An analysis of the balance of short-term borrowings at 31 December 2013, 31 December 2012 and 31 December 2011 is provided below.

	2013	2012	2011
	<i>(in millions of euros)</i>		
Year-end balance	54,416	61,476	70,307
Average balance	53,389	72,290	74,246
Maximum month-end balance	63,765	82,795	79,737

Long-term borrowings

Long-term borrowings are borrowings with an original maturity of more than one year. These are included in Rabobank Group's consolidated statement of financial position under "Debt securities in issue" and "Other financial liabilities at fair value through profit or loss". An analysis of the balance of long-term borrowings at 31 December 2013, 31 December 2012 and 31 December 2011 is provided below.

	2013	2012	2011
	<i>(in millions of euros)</i>		
Year-end balance	160,015	185,952	169,024
Average balance	172,906	184,554	164,471
Maximum month-end balance	185,952	191,074	169,024

SELECTED FINANCIAL INFORMATION

The following selected financial data are derived from the audited consolidated financial statements of Rabobank Group, which have been audited by Ernst & Young Accountants LLP, the independent auditor in the Netherlands, with the exception of the bad debt costs, the latter being derived from the annual report of Rabobank Group. The data should be read in conjunction with the consolidated financial statements (and related notes), incorporated by reference herein and the “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” included in this Base Prospectus. The Rabobank Group audited consolidated financial statements for the year ended 31 December 2013 and 31 December 2012 have been prepared in accordance with IFRS as adopted by the European Union and comply with Part 9 of Book 2 of the Dutch Civil Code.

Consolidated statement of financial position

	At 31 December	
	2013	2012
	(in millions of euros)	
Assets		
Cash and cash equivalents	43,039	68,103
Due from other banks	40,844	35,386
Trading financial assets	5,289	6,387
Other financial assets at fair value through profit or loss	4,971	5,911
Derivative financial instruments	39,703	65,423
Loans to customers	460,202	485,299
Available-for-sale financial assets	46,411	50,425
Investments in associates	3,629	3,649
Intangible assets	1,991	2,343
Property and equipment	6,901	6,500
Investment properties	1,073	1,489
Current tax assets	190	597
Deferred tax assets	1,911	960
Other assets	8,805	9,763
Non-current assets held for sale and discontinued operations	9,180	8,475
Total assets	674,139	750,710

Selected Financial Information

At 31 December

	2013	2012
	<i>(in millions of euros)</i>	
Liabilities		
Due to other banks	15,496	27,059
Due to customers	329,400	334,271
Debt securities in issue	195,361	223,336
Derivative financial instruments and other trade liabilities	50,171	74,800
Other debts	7,436	11,166
Other financial liabilities at fair value through profit or loss	19,069	24,091
Provisions	972	752
Current tax liabilities	267	205
Deferred tax liabilities	290	186
Subordinated debt	7,815	5,407
Liabilities held for sale and discontinued operations	7,825	7,357
Total liabilities	634,102	708,630

At 31 December

	2013	2012
	<i>(in millions of euros)</i>	
Equity		
Equity of Rabobank Nederland and local Rabobanks	24,641	25,311
Equity instruments issued directly		
Rabobank Member Certificates	5,823	6,672
Capital Securities	7,029	7,114
	12,852	13,786
Equity instruments issued by subsidiaries		
Capital Securities	236	236
Trust Preferred Securities III to VI	1,269	1,340
	1,505	1,576
Other non-controlling interests	1,039	1,407
Total equity	40,037	42,080
Total equity and liabilities	674,139	750,710

Consolidated statement of income

	At 31 December	
	2013	2012
	<i>(in millions of euros)</i>	
Interest income	19,756	21,965
Interest expense	10,663	12,794
Interest	9,093	9,171
Commission income	2,194	2,577
Commission expense	194	349
Commission	2,000	2,228
Income from associates	157	255
Net income from financial assets and liabilities at fair value through profit or loss	232	872
Gains/(losses) on available-for-sale financial assets	56	132
Other results	1,482	958
Income	13,020	13,616
Staff costs	5,325	5,494
Other administrative expenses	3,912	2,982
Depreciation	528	527
Operating expenses	9,765	9,003
Value adjustments	2,643	2,350
Bank tax	197	196
Operating profit before taxation	415	2,067
Taxation	68	158
Net profit from continuing operations	347	1,909
Net profit from discontinued operations	1,665	149
Net profit	2,012	2,058
Of which attributable to Rabobank Nederland and local Rabobanks	929	843
Of which attributable to holders of Rabobank (Member) Certificates	309	328
Of which attributable to Capital Securities	655	717
Of which attributable to Trust Preferred Securities III to VI	67	75
Of which attributable to non-controlling interests	52	95
Net profit for the year	2,012	2,058

Financial ratios:

	2013	2012
BIS ratio	19.8%	19.0%
Tier 1 ratio	16.6%	17.2%
Core Tier 1 ratio	13.5%	13.1%
Equity capital ratio ⁽¹⁾	16.1%	15.3%
Bad debt costs (in basis points of average lending)	59	52

Note:

- (1) The equity capital ratio is calculated by dividing retained earnings and Rabobank Member Certificates by total of risk-weighted assets.

RISK MANAGEMENT

Rabobank Group places a high priority on the management of risk and has extensive procedures in place for systematic risk management. Within Rabobank Group, the risk management policies relating to interest rate risk, market risk and liquidity risk are developed and monitored by the Balance Sheet and Risk Management Committee Rabobank Group (“**BRMC-RG**”) in cooperation with the Group Risk Management department. The BRMC-RG is responsible for balance sheet management, establishing risk policy, setting risk measurement standards, broadly determining limits and monitoring developments, and advising the Executive Board on all relevant issues regarding risk management. The Group Operational Risk Committee (“**GORC**”) focuses on operational risks, whereas the Group’s risk management policies relating to credit risk are developed by the Policy Credit Committee Rabobank Group in cooperation with the Group Risk Management and the Credit Risk Management department. These committees report to the Executive Board, which is ultimately responsible for risk management within Rabobank Group.

The principal risks faced by Rabobank Group are credit risk, country risk, interest rate risk, liquidity risk, market risk, operational risk, legal risk and currency risk. Rabobank has implemented an economic capital framework to determine the amount of capital it should hold on the basis of its risk profile and desired credit rating. Economic capital represents the amount of capital needed to cover for all risks associated with a certain activity. The economic capital framework makes it possible to compare different risk categories with each other because all risks are analysed by using the same methodology. See also “*Risk Factors*”.

Risk Adjusted Return On Capital

Relating the profit achieved on a certain activity to the capital required for that activity produces the Risk Adjusted Return On Capital (“**RAROC**”). RAROC is calculated by dividing economic return by economic capital. The calculation and review of RAROC across Rabobank Group’s business activities and entities assists Rabobank Group in striking a balance between risk, returns and capital for both Rabobank Group and its constituent parts. This approach encourages each individual group entity to ensure appropriate compensation for the risks it runs. RAROC is therefore an essential instrument for positioning products in the market at the right price.

The use of the RAROC model to classify Rabobank Group’s activities also plays a role in the allocation of capital to the various group entities and the different risk categories. If the calculated RAROC lags behind a formulated minimum result to be achieved, which is a reflection of the costs of the capital employed, economic value is wasted. A higher RAROC implies the creation of economic value. For the year ended 31 December 2013, Rabobank realised a RAROC, which is the ratio between net profit and average economic capital, after tax of 8.4 per cent.

Credit risk

Rabobank Group aims to offer continuity in its services. It therefore pursues a prudent credit policy. Once granted, loans are carefully managed so there is a continuous monitoring of credit risk. At 31 December 2013, 49 per cent. of Rabobank Group’s credit loan portfolio to the private sector consisted of loans to private individuals, mainly residential mortgages, which tend to have a very low risk profile in relative terms. The remaining 51 per cent. was a highly diversified portfolio of loans to business clients in the Netherlands and internationally.

Approval of larger credit applications is decided on by committees. A structure consisting of various committees has been established, with the total exposure including the requested financing determining the applicable committee level. The Executive Board itself decides on the largest credit applications. Rabobank

Group has three Policy Credit Committees (“PCCs”): Rabobank Group PCC and the Rabobank International and Member Banks PCCs. Rabobank Group PCC establishes Rabobank Group’s credit risk policy. Rabobank Group entities define and establish their own credit policies within this framework. In this context, the Member Banks PCC is responsible for domestic retail banking and the Rabobank International PCC for wholesale banking and international retail banking. Rabobank Group PCC is chaired by the CFO and the Executive Board is represented by three members. The CFO also chairs the Rabobank International and Member Banks PCCs. The PCCs are composed of representatives from Rabobank Group’s most senior management levels. For corporate loans, a key concept in Rabobank Group’s policy for accepting new clients is the “know your customer” principle, meaning that loans are granted only to corporate clients whose management, including their integrity and expertise, is known and considered acceptable by Rabobank Group. In addition, Rabobank Group is familiar with the industry in which a client operates and can assess its clients’ financial performance. Corporate social responsibility implies responsible financing; accordingly, corporate social responsibility guidelines apply to the lending process as well.

With respect to the management of Rabobank Group’s exposure to credit risk, Rabobank Nederland’s Credit Risk Management department and Group Risk Management department play a key role. Credit applications beyond certain limits are subject to a thorough credit analysis by credit officers of Credit Risk Management. Group Risk Management monitors Rabobank Group’s credit portfolio and develops new methods for quantifying credit risks.

Risk profiling is also undertaken at the portfolio level using internal risk classifications for portfolio modelling. Internal credit ratings are assigned to borrowers by allocating all outstanding loans into various risk categories on a regular basis.

Rabobank Group uses the Advanced IRB approach for credit risk. This is the most risk-sensitive form of the Basel II Credit Risk approaches. Rabobank Group has professionalised its risk management even further by combining Basel II compliance activities with the implementation of a best-practice framework for Economic Capital. The main Basel II parameters as far as credit risk is concerned are Exposure At Default (“EAD”), Probability of Default (“PD”) and Loss Given Default (“LGD”). It is partly on the basis of these parameters that Rabobank Group determines the economic capital and the Risk Adjusted Return On Capital (RAROC). These Basel II parameters are an important element of management information. A significant advantage associated with the use of economic capital is a streamlined and efficient approval process. The use of the Basel II parameters and RAROC support credit analysts and the Credit Committees in making well-considered decisions. Every group entity has established a RAROC target at customer level. Next to credit quality, this is an important factor in taking decisions on specific credit applications.

Rabobank Group believes it has a framework of policies and processes in place that is designed to measure, manage and mitigate credit risks. Rabobank Group’s policy for accepting new clients is characterised by careful assessment of clients and their ability to make repayments on credit granted. Rabobank Group’s objective is to enter into long-term relationships with clients which are beneficial for both the client and Rabobank Group.

EAD is the expected exposure to the client in the event of, and at the time of, a counterparty’s default. At year-end 2013, the EAD of the total Advanced IRB loan portfolio was €574 billion (2012: €606 billion). This EAD includes the expected future usage of unused credit lines. As part of its approval process Rabobank Group uses the Rabobank Risk Rating system, which indicates the counterparty’s PD over a one-year period. The counterparties have been assigned to one of the 25 rating classes, including four default ratings. These default ratings are assigned if the customer defaults, the form of which varies from payment arrears of 90 days to bankruptcy. The weighted average PD of the total Advanced IRB loan portfolio is 1.12 per cent. (2012: 1.03 per cent.). This slight deterioration in PD was caused by a change in the PD of existing debtors as

well as by changes in the composition of the portfolio (inflow and outflow of clients), the implementation of new models and policy changes.

The following table shows the impaired loans (i.e. the amount of loans for which an allowance has been taken) of 31 December 2013, 2012 and 2011 per business unit as a percentage of private sector loans:

Impaired loans/private sector lending per business unit

	At 31 December		
	2013	2012	2011
	<i>(in percentages)</i>		
Domestic retail banking	2.2	1.7	1.5
Wholesale banking and international retail banking	2.9	3.2	3.5
Leasing	2.9	3.6	3.1
Real Estate	15.1	8.2	5.5
Rabobank Group	2.9	2.4	2.3

Bad debt costs

Once a loan has been granted, ongoing credit management takes place as part of which new information, both financial and non-financial, is assessed. Rabobank monitors if the client meets all its obligations and whether it can be expected the client will continue to do so. If this is not the case, credit management is intensified, monitoring becomes more frequent and a closer eye is kept on credit terms. Guidance is provided by a special unit within Rabobank Group, particularly in case of larger and more complex loans granted to businesses whose continuity is at stake. If it is likely that the debtor will be unable to fulfil its contractual obligations, this is a matter of impairment and an allowance is made which is charged to income.

The following table sets forth Rabobank Group's bad debt costs for the three years ended 31 December 2013, 2012 and 2011 per business unit as a percentage of private sector lending:

Bad debt costs/average private sector lending per business unit

	At 31 December		
	2013	2012	2011
	<i>(in percentages)</i>		
Domestic retail	0.45	0.44	0.22
Wholesale banking and international retail banking	0.57	0.59	0.73
Leasing	0.59	0.53	0.58
Real estate	2.78	1.24	0.69
Rabobank Group	0.59	0.52	0.37

Country risk

Rabobank Group uses a country limit system to manage transfer risk and collective debtor risk. After careful review, relevant countries are given an internal country risk rating, after which transfer limits and general limits are established.

Transfer limits are determined according to the net transfer risk, which is defined as total loans granted, less loans granted in local currency, less guarantees and other collateral obtained to cover transfer risk, and less a reduced weighting of specific products. The limits are allocated to the offices, which are themselves responsible for the day-to-day monitoring of the loans granted by them and for reporting on this to Group Risk Management.

At Rabobank Group level, the country risk outstanding, including additional capital requirements for transfer risk, is reported every quarter to Rabobank Group's Balance Sheet and Risk Management Committee Rabobank Group (the "BRMC-RG") and the Country Limit Committee. The calculations of additional capital requirements for transfer risk are made in accordance with internal guidelines and cover all countries where transfer risk is relevant. Special Basel II parameters, specifically EATE (Exposure at Transfer Event), PTE (Probability of Transfer Event) and LGTE (Loss Given Transfer Event), are used to calculate the additional capital requirement for transfer risk. These calculations are made in accordance with internal guidelines and cover all countries where risk is relevant.

At 31 December 2013, the ultimate collective debtor risk for non-OECD countries was €23.8 billion and the net ultimate transfer risk before provisions for non-OECD countries was €14.2 billion, which corresponds to 2.1 per cent. of total assets (2012: 1.4 per cent.). It should be noted that reduced weighting of specific products is no longer included in this transfer risk figure.

Risk in non-OECD countries

Regions	31 December 2013					In % of total assets
	Europe	Africa	Latin America	Asia/Pacific	Total	
	<i>(in millions of euros)</i>					
Ultimate country risk (excluding derivatives)	569	365	8,757	14,140	23,831	3.5%
- of which in local currency exposure	201	163	5,859	3,448	9,671	
<i>Net ultimate country risk before allowance</i>	<i>368</i>	<i>202</i>	<i>2,899</i>	<i>10,692</i>	<i>14,160</i>	<i>2.1%</i>
						In % of total allowance
<i>Total allowance for ultimate country risk</i>	<i>4</i>	<i>0</i>	<i>209</i>	<i>100</i>	<i>314</i>	<i>7.3%</i>

Since concerns about the euro increased, the outstanding country risk, including the sovereign risk for relevant countries, has been reported on a monthly basis.

At 31 December 2013, Rabobank Group exposure to government bonds issued by Ireland, Spain and Italy was €174 million. Rabobank Group no longer held any government bonds issued by Greece or Portugal. There was a limited exposure to Greek state-guaranteed bonds of €42 million. The bonds issued by financial

institutions in the countries referred to in the following table are mainly Spanish covered bonds backed by additional collateral provided by the issuing entity.

Government exposure at year-end 2013 (in millions of euros)

Country	Government bonds	State-guaranteed bonds	Bonds issued by financial institutions	Total	Cumulative changes through profit or loss at 31 December 2013
Greece	—	42	—	42	8
Ireland	6	—	42	48	—
Italy	124	—	52	176	—
Portugal	—	—	—	—	—
Spain	44	—	1,390	1,434	6
Total	174	42	1,484	1,701	14

Based on Rabobank Group's accounting policies, it has been established with respect to the Greek government bonds and a number of bonds issued by financial institutions that impairment losses need to be recognised; these positions have been impaired to their fair market value at 31 December 2013. The average valuation of the Greek government bonds and state-guaranteed bonds was 84 per cent. at year-end 2013.

Exposure to European government bonds other than Dutch, German and French is very limited.

Interest rate risk

Rabobank Group is exposed to structural interest rate risk in its balance sheet. Interest rate risk can result from, among other things, mismatches in assets and liabilities; for example, mismatches between the periods for which interest rates are fixed on loans and funds entrusted. Rabobank Group uses three indicators for managing, controlling and limiting short- and long-term interest rate risk: Basis Point Value, Income at Risk and Equity at Risk. Based on the Basis Point Value, Income at Risk and Equity at Risk analyses, the Executive Board forms an opinion with regard to the acceptability of losses related to projected interest rate scenarios, and decides upon limits with regard to the Group's interest rate risk profile.

Rabobank Group's short-term interest rate risk can be quantified by looking at the sensitivity of net interest income (interest income less interest expenses, before tax) for changes in interest rates. This "Income at Risk" figure represents the change in net interest income for the coming 12 months, due to parallel increases/decreases in interest rates, assuming no management intervention. The Income at Risk calculation also takes account of changes in client savings and prepayments behaviour in reaction to interest rate movements and changes in the pricing policy of savings products. In the past, the applied interest rate scenarios were based on the assumption that all money and capital market interest rates will show an even and parallel increase/decline by 200 basis points during the first 12 months. Given the low interest rate environment and the assumption that interest rates cannot become negative, the methodology which assumed a 200 basis point decline has been replaced by an alternative methodology that assumes an interest rate decline by 5 basis points in 2012 and 10 basis points in 2013. The simulation of the possible net interest income development is based on an internal interest rate risk model. This model includes certain assumptions

regarding the interest rate sensitivity of products with interest rates that are not directly linked to a certain money or capital market rate, such as savings of private customers.

Rabobank Group's long-term interest rate risk is measured and controlled based on the concept of "Equity at Risk", which is the sensitivity of Rabobank Group's economic value of equity to an instant parallel change in interest rates of 200 basis points. The economic value of equity is defined as the present value of the assets less the present value of the liabilities plus the present value of the off-balance sheet items. In the Equity at Risk calculation, client behaviour and the bank's pricing policy are supposed to show no changes, while all market interest rates are assumed to increase by 100 basis points at once. Just as in the Income at Risk calculation, the impact analysis of these scenarios is based on an internal interest rate risk model. In that model, balance sheet items without a contractual maturity, like demand savings deposits and current accounts, are included as a replicating portfolio. Equity at Risk is expressed as a percentage. This percentage represents the deviation from the economic value of equity at the reporting date.

At 31 December 2013 and 31 December 2012, the Income at Risk ("**IatR**") and Equity at Risk ("**EatR**") for Rabobank Group were as follows:

	2013	2012
	<i>(in millions of euros, except percentages)</i>	
	10 bp decline	5 bp decline
Income at Risk	(50)	(18)
Equity at Risk	2.3%	1.4%

Rabobank Group performs complementary scenario analyses to assess the impact of changes in customer behaviour and the economic environment.

Liquidity risk

Liquidity risk is the risk that a bank will not be able to fulfil all its payment and repayment obligations on time, as well as the risk that it will at some time be unable to fund increases in assets at a reasonable price, if at all.

Responsibility for the day-to-day management of liquidity exposures, the raising of professional funding on the money market and the capital market, and the management of the structural position lies with Rabobank Group's Treasury department, which reports to the CFO. In keeping with the Basel principles, the policy is aimed at financing long-term loans by means of stable funding, specifically amounts due to customers and long-term funding from the professional markets. Rabobank Group's funding and liquidity risk policy also entails strictly limiting outgoing cash flows at the wholesale banking business, maintaining a large liquidity buffer and raising sufficient long-term funding in the international capital market. The retail banking division is assumed to be largely self-funding thanks to money raised from customers. The division raised more than enough money to fund operations in 2013, thanks to growth in amounts due to customers at the retail banking division outpacing growth in lending.

Liquidity risk is an organisation-wide matter and managed by Treasury Rabobank Group. Rabobank has developed several methods to measure and manage liquidity risk, including a method for calculating the survival period, i.e. the period that the liquidity buffer will hold up under severe market-specific or idiosyncratic stress. In the most severe stress scenario, it is assumed that Rabobank no longer has access to the

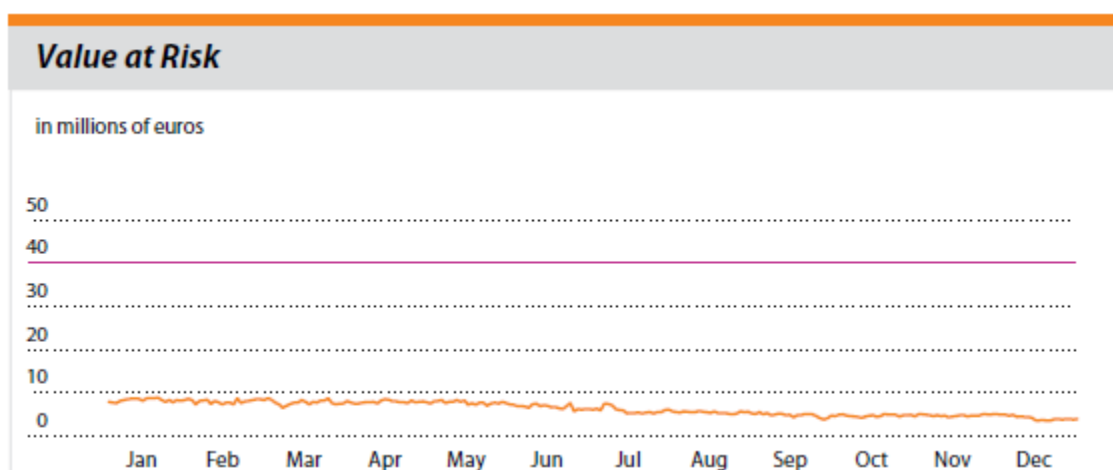
capital markets, i.e. no long- or short-term debt can be issued or refinanced. During 2013, Rabobank more than satisfies the minimum survival period of three months in all the internally used scenarios.

Market risk

Market risk relates to the change in value of Rabobank Group's trading portfolio as a consequence of changes in market prices, such as interest rates, foreign exchange rates, credit spreads, commodity prices and equity share prices. The BRMC-RG is responsible for developing and supervising market risk policies and monitors Rabobank Group's worldwide market risk profile. On a daily basis, the Market Risk department measures and reports the market risk positions. Market risk is calculated based on internally developed risk models and systems, which are approved and accepted by the Dutch Central Bank. Rabobank Group's risk models are based on the "Value at Risk" concept. Value at Risk describes the maximum possible loss that Rabobank Group can suffer within a defined holding period, based on historical market price changes and a given certain confidence interval. Value at Risk within Rabobank Group is based on actual historical market circumstances. To measure the potential impact of strong adverse market price movements, stress tests are applied. These "event risk scenarios" measure the effect of sharp and sudden changes in market prices. Value at Risk and event risk are tied to limits that are set by the Executive Board on an annual basis.

For the year ended 31 December 2013, the Value at Risk, based on a one-day holding period and 97.5 per cent. confidence level, fluctuated between €3.5 million (2012: €7.6 million) and €8.9 million (2012: €20.6 million), with an average of €6.4 million (2012: €11.6 million). The slight decrease of the average Value at Risk compared to 2012 follows from changes in positions and activities.

Value at Risk models have certain limitations; they are more reliable during normal market conditions, and historical data may fail to predict the future. Therefore, Value at Risk results cannot guarantee that actual risk will follow the statistical estimate. The performance of the Value at Risk models is regularly reviewed by means of back testing. These back testing results are reported both internally, as well as to the regulator. In addition to Value at Risk, other risk indicators are also used for market risk management. Some of them are generated by using statistical models. All these indicators assist the Market Risk department, as well as the BRMC-RG, in evaluating Rabobank Group's market positions.



Source: Rabobank Group Annual Report 2013

Operational risk

Operational risk is the risk of direct or indirect losses arising from inadequate or failed internal processes, people and systems or from external events. Possible legal and reputational risks are included while assessing

and managing operational risks. Rabobank Group has a group-wide operational risk policy and it applies the Advanced Measurement Approach to its operational risk framework. The group-wide operational risk policy is based upon the principle that the primary responsibility for managing operational risks lies with Rabobank Group entities and should be interwoven in the strategic and daily decision-making. The management of each Rabobank Group entity is responsible for developing policies and procedures to manage their specific operational risks in line with Rabobank Group Operational Risk Management policy. Group Risk Management — Operational Risk Management (“**GRM-ORM**”) offers overview, support tools, expertise and challenge to the group entities and provides transparency in Rabobank Group to senior management. Examples of the instruments made available to facilitate operational risk management within each Rabobank Group entity include risk assessment and scenario analysis. All entities record operational incidents and report them on a quarterly basis to the Group Operational Risk department which are, in turn, used for both operational risk management and measurement.

Legal risk

Rabobank Group is subject to a comprehensive range of legal obligations in all countries in which it operates. As a result, Rabobank Group is exposed to many forms of legal risk, which may arise in a number of ways. Rabobank Group faces risk where legal proceedings, whether private litigation or regulatory enforcement actions are brought against it. The outcome of such proceedings is inherently uncertain and could result in financial loss. Defending or responding to such proceedings can be expensive and time-consuming and there is no guarantee that all costs incurred will be recovered even if Rabobank Group is successful.

Currency risk

Currency risk is the risk of changes in income or equity as a result of currency exchange movements. In currency risk management, a distinction is made between positions in trading books and positions in banking books. In the trading books, currency risk is part of market risk and is controlled using Value at Risk and other limits, as are other market risks. This risk is monitored on a daily basis. The policy aims to prevent open positions whenever possible. The value at risk from currency risk exposure in the trading books stood at €0.6 million at 31 December 2013 (2012: €0.8 million). The non-trading books are only exposed to the translation risk on capital invested in foreign activities and on issues of hybrid equity instruments not denominated in euros. To monitor and manage translation risk, Rabobank follows a policy of protecting equity against exchange rate fluctuations.

GOVERNANCE OF RABOBANK GROUP

Corporate governance

In recent years, the corporate governance of organisations has been of particular public interest. On account of its cooperative organisation, Rabobank's corporate governance is characterised by a robust system of checks and balances. As a result, this governance is in many respects even stricter than in listed enterprises. The members of the independent, cooperative local Rabobanks exercise influence at a local level. As members of Rabobank Nederland, the local Rabobanks in turn play a very important part in the policy-making within Rabobank's organisation. For example, a distinguishing feature in Rabobank Group's governance is the Central Delegates Assembly, Rabobank Group's parliament, which meets at least four times a year and where Rabobank Nederland's members are able to participate in virtually all Rabobank Nederland's strategic decisions.

Although the Dutch Corporate Governance Code does not apply to the cooperative as a legal form of enterprise, Rabobank Nederland's corporate governance is broadly consistent with this code. Rabobank also observes the Banking Code, which was adopted in 2009 by the Netherlands Bankers' Association and came into force on 1 January 2010.

Executive Board

The Executive Board (*raad van bestuur*) of Rabobank Nederland is responsible for the management of Rabobank Nederland and, indirectly, its affiliated entities. This includes responsibility for defining and achieving the targets of Rabobank Nederland, for determining its strategic policy and associated risk profile, for its financial results, and for the corporate social responsibility aspects that are relevant to the business. In addition, the Executive Board is in charge of Rabobank Group's compliance with all relevant laws and regulations, the management of business risks and the financing of Rabobank Group. In performing its duties, the Executive Board acts in accordance with the interests of Rabobank Nederland and its affiliated entities, also taking into account the interests of relevant groups of stakeholders. The Executive Board is accountable on all these aspects to the Supervisory Board (*raad van commissarissen*) of Rabobank Nederland, the Central Delegates Assembly and the General Meeting (*algemene vergadering*) of Rabobank Nederland. The members of the Executive Board are appointed by the Supervisory Board for a four-year period, but their contracts of employment are for an indefinite period. Reappointments likewise are for a four-year term. Members may be dismissed and suspended by the Supervisory Board. The principles of the remuneration policy for the Executive Board, as recommended by the Supervisory Board, are established by the Central Delegates Assembly. The Supervisory Board then determines the remuneration of the members of the Executive Board and is accountable for decisions in this regard to the Committee on Confidential Matters of the Central Delegates Assembly. Finally, the Supervisory Board periodically assesses and follows up on the Executive Board's performance.

Supervisory Board

The Supervisory Board performs the supervisory role within Rabobank Nederland. This means that the Supervisory Board supervises the policy pursued by the Executive Board and the general conduct of affairs of Rabobank Nederland and its affiliated entities. As part thereof, the Supervisory Board monitors the compliance with the law, the Articles of Association and other relevant rules and regulations. In practice, this means that the achievement of Rabobank Group's objectives, the strategy, business risks, the design and operation of the internal risk management and control systems, the financial reporting process and compliance

with laws and regulations are discussed at length and tested regularly. In addition, the Supervisory Board has an advisory role in respect of the Executive Board.

The Supervisory Board has five committees: the Audit, Compliance & Risk Committee, the Cooperative Issues Committee, the Appointments Committee, the Remuneration Committee and the Appeals Committee. These committees perform preparatory and advisory work for the Supervisory Board.

The Supervisory Board evaluates whether enough consideration is given to the interests of all stakeholders of Rabobank Nederland and its affiliated entities. Certain key Executive Board decisions are subject to Supervisory Board approval. Examples include decisions on strategic collaboration with third parties, major investments and acquisitions, as well as the annual adoption of policy plans and the budget.

The members of the Supervisory Board are appointed by the General Meeting of Rabobank Nederland on the recommendation of the Supervisory Board. However, the Executive Board, Rabobank Nederland's Works Council and the General Meeting of Rabobank Nederland are each entitled to nominate individuals for consideration by the Supervisory Board. The independence and the expertise of the individual members, among other factors, are important considerations for nomination and appointments of Supervisory Board members. Any semblance of a conflict of interests must be avoided. The profile for the members of the Supervisory Board sets standards for its size and composition, taking into account the nature of the enterprises carried on by Rabobank Nederland and its activities, and for the expertise, backgrounds and diversity of the Supervisory Board members. The profile for the members of the Supervisory Board is drawn up in consultation with the Committee on Confidential Matters of the Central Delegates Assembly and is adopted by the General Meeting of Rabobank Nederland. The Supervisory Board's desired composition and the competencies represented in it are specific areas of attention, within the profile's framework, when nominating candidates for appointment or reappointment.

The Committee on Confidential Matters of the Central Delegates Assembly determines the remuneration of the Supervisory Board members. The Supervisory Board, headed by its Chairman, continually assesses its own performance, both as a collective body and in terms of its separate committees and individual members. Initiatives are developed regularly to keep Supervisory Board members abreast of developments or to increase their knowledge in various areas.

Member influence

As a cooperative, Rabobank has members, not ordinary shareholders like companies do. The local cooperative Rabobanks are members of Rabobank Nederland and hence have an important role in the working of Rabobank Nederland's governance. In that context, a key element is the open and transparent culture, with clear accountability for the management and supervision and the assessment thereof. The influence and control of the local Rabobanks are manifested through their representation in two bodies: the Central Delegates Assembly and the General Meeting of Rabobank Nederland.

Central Delegates Assembly

The local Rabobanks are geographically divided into 12 Regional Delegates Assemblies, each of which has its own board of directors. The Regional Delegates Assemblies jointly form the Central Delegates Assembly, which meets four times a year. The members of the Central Delegates Assembly have largely been appointed – via the Regional Delegates Assemblies – by clients/members as their representative at the local and collective level. Ahead of every Central Delegates Assembly, the Regional Delegates Assemblies discuss the matters placed on the agenda. In addition, the Regional Delegates Assemblies themselves can submit items for their own meeting. The Regional Delegates Assemblies and Central Delegates Assembly have a significant

influence on the views adopted in the Rabobank organisation, as they are involved, for instance, in policy preparation, policy-making and policy implementation.

The Central Delegates Assembly also considers other matters beside the proposed policy, and is, for instance, authorised:

- to set rules to be complied with by all local Rabobanks;
- to determine the Strategic Framework, through which it determines the Group's strategic direction; and
- to adopt the budget for the activities of Rabobank Nederland for the local Rabobanks.

The Central Delegates Assembly advises either the local Rabobanks, the Executive Board or the General Meeting of Rabobank Nederland. It will issue advice in advance on specific matters where decision-making is reserved by the articles of association to the General Meeting of Rabobank Nederland.

The Central Delegates Assembly is a forum in which matters are discussed in great depth. This includes not only matters arising from the specific roles and responsibilities of the Central Delegates Assembly, as the Central Delegates Assembly also acts as a sounding board. The discussions in the Central Delegates Assembly are also guided by the shared aim of consensus between the local Rabobanks and Rabobank Nederland.

The Executive Board of Rabobank Nederland informs the Central Delegates Assembly of the policies pursued and discusses them with it. To enable it to operate responsively, the Central Delegates Assembly has appointed committees with specific responsibilities from among its members.

General Meeting of Rabobank Nederland

The General Meeting (*algemene vergadering*) of Rabobank Nederland is the body through which all local Rabobanks, as members of Rabobank Nederland, can exercise direct control. The General Meeting of Rabobank Nederland deals with important issues, such as the adoption of the financial statements, approval and endorsement of management and supervision, amendments to the articles of association and regulations, and the appointment of members of the Supervisory Board. The Central Delegates Assembly issues advice prior to the General Meeting of Rabobank Nederland on all the items on the agenda. This procedure ensures that, prior to the General Meeting of Rabobank Nederland, these subjects have been discussed in detail on a local, regional and central level. Because of the special relationship between Rabobank Nederland and its members, the General Meeting of Rabobank Nederland enjoys almost full attendance.

Local Rabobanks

The local Rabobanks have a cooperative structure. Their members are locally based clients.

Each local Rabobank has a Board of Directors comprised of banking professionals who collectively conduct its management. This Board of Directors is appointed by the local Supervisory Board after having obtained the approval of Rabobank Nederland.

The Board of Directors operates under the supervision of the local Supervisory Board. The Board of Directors is composed in a balanced and complementary manner in order to ensure the management's effectiveness. One of the Board of Directors' key tasks is to ensure and safeguard member involvement and member influence.

Supervisory Board of the local Rabobanks

The members of the local Supervisory Board are nominated by the local Supervisory Board and appointed by the members council, subject to the approval of Rabobank Nederland. One of the main responsibilities of the local Supervisory Board is to conduct supervision across the full breadth of the local cooperative Rabobank.

This encompasses the policies of the Board of Directors and the general course of affairs relating to the cooperative and its operations. The local Supervisory Board is authorised to rule on the general policy and to provide the Board of Directors with solicited and unsolicited advice. Major decisions made by the Board of Directors require the approval of the local Supervisory Board. It furthermore oversees compliance with the applicable legislation and regulations. Appointing, appraising, suspending and dismissing members of the Board of Directors are also the responsibility of the local Supervisory Board.

The local Supervisory Board and the Board of Directors of the local Rabobank jointly represent the local Rabobank in the committee meetings as a member of Rabobank Nederland.

Accountability for the supervision conducted by the local Supervisory Board is rendered in a meeting of the members council and through a report included in the annual report of the local Rabobank.

Members council of the local Rabobanks

Each local Rabobank has a members council in order to ensure that member control and influence are strongly and structurally embedded. A members council is a delegation from the total group of members who are chosen by and from the members and it therefore comprises a cross-section of the local community. A members council consists of 30 to 50 members. The local Board of Directors engages the members council to assess its policies in order to make its services as suitable as possible. The members council influences and monitors the course of the local Rabobank and forms the link to the Bank's broad member basis. It performs an influential, sounding board, advisory and control role and serves as the link between the broad member basis on the one hand and the Bank on the other.

The members council's activities include adopting the financial statements and appointing the members of the local Supervisory Board.

Employee influence within Rabobank Group

Rabobank attaches great value to consultations with the various employee representative bodies. Employee influence within Rabobank Group has been enabled at various levels. Issues concerning the business of Rabobank Nederland are handled by Rabobank Nederland's Works Council. Subsidiaries such as De Lage Landen, Orbay and Rabo Real Estate Group each have their own Works Councils with consultative powers on matters concerning these enterprises. In addition, each local Rabobank has its own Works Council to discuss matters concerning that particular local Rabobank.

The Group Works Council of Member Banks ("**GOR AB**") is a cooperative-structure based employee representative body that represents the interests of the employees of the local Rabobanks on issues that concern all the local Rabobanks or a majority thereof. In the case of a proposed decision, as defined in the Dutch Works Councils Act, that affects the majority of the local Rabobanks, it is submitted for approval or advice to the GOR AB. In the case of a proposed decision that does not affect the majority of all local Rabobanks, the GOR AB does not interfere with the position of the Works Councils of the local Rabobanks.

Rabobank Group also has an employee representative body at a European level, the European Working Group ("**EWG**"), in which employees of Rabobank offices from the EU member states are represented. The EWG

regularly holds discussions with the Executive Board about developments within Rabobank Group. This does not affect the role of the national employee representative bodies.

Members of Supervisory Board and Executive Board

Supervisory Board of Rabobank Nederland

The following persons, all of whom are resident in the Netherlands, are appointed as members of the Supervisory Board:

Name	Born	Year Appointed	Term Expires	Nationality
Wout (W.) Dekker, Chairman	1956	2010	2016	Dutch
Ron. (R.) Teerlink, Vice Chairman	1961	2013	2017	Dutch
Cees (C.P.) Veerman, Vice Chairman	1949	2007	2015	Dutch
Irene (I.P.) Asscher-Vonk	1944	2009	2017	Dutch
Henk (C.H.) van Dalen	1952	2013	2017	Dutch
Leo (L.N.) Degle	1948	2012	2016	German
Leo (S.L.J.) Graafsma	1949	2010	2018	Dutch
Erik (E.A.J.) van de Merwe	1950	2010	2016	Dutch

Mr. W. Dekker (Wout)

<i>Date of birth</i>	10 November 1956
<i>Former profession</i>	Professional supervisory director
<i>Main position</i>	Chairman of the Supervisory Board of Rabobank Nederland
<i>Nationality</i>	Dutch
<i>Auxiliary positions</i>	<u>Supervisory Directorships:</u> <ul style="list-style-type: none"> – Member of the Supervisory Board of Macintosh Retail Group N.V. – Member of the Supervisory Board of Randstad N.V. – Chairman of the Supervisory Board of Prinses Maxima Centrum
<i>Date of first appointment to the Supervisory Board</i>	June 2010
<i>Current term of appointment to the Supervisory Board</i>	June 2012 - June 2016

Mr. R. Teerlink (Ron)

<i>Date of birth</i>	28 January 1961
<i>Profession</i>	Management Consultant
<i>Main position</i>	Independent Management Consultant
<i>Nationality</i>	Dutch
<i>Auxiliary positions</i>	<u>Supervisory Directorships:</u> <ul style="list-style-type: none">– Member of the Supervisory Board of Rabobank Nederland
<i>Date of first appointment to the Supervisory Board</i>	September 2013
<i>Current term of appointment to the Supervisory Board</i>	September 2013 - June 2017

Mr. C.P. Veerman (Cees)

<i>Date of birth</i>	8 March 1949
<i>Profession</i>	<ul style="list-style-type: none">– Professor– Professional director/supervisory director
<i>Main positions</i>	<ul style="list-style-type: none">– Professor at Tilburg University and Wageningen University focusing on the field of sustainable rural development from a European perspective– Crop farmer
<i>Nationality</i>	Dutch
<i>Auxiliary positions</i>	<u>Supervisory Directorships:</u> <ul style="list-style-type: none">– Member of the Supervisory Board of Rabobank Nederland– Chairman of the Supervisory Board of USG People N.V.– Chairman of the Supervisory Board of Koninklijke Reesink N.V.– Member of the Supervisory Board of Barenbrug Holding B.V.– Chairman of the Supervisory Board of Ikazia Hospital Rotterdam– Chairman of the Supervisory Board of Novamedia– Member of the Supervisory Board of KDS– Chairman of the Board of Supervision of Trustkantoor Fagoed Erfpacht B.V. and Bestuurskantoor Fagoed B.V. <u>Other auxiliary positions:</u> <ul style="list-style-type: none">– Member of the Governing Board of the Netherlands Organisation for Scientific Research (NWO)– Member of the Advisory Board of Prominent– Chairman of the Project council North/South Line– Chairman of the Board of Directors of the Society for

Watercompanies in the Netherlands (VEWIN)

- Chairman of the Board of Amsterdam Baroque Orchestra & Choir

Date of first appointment to the Supervisory Board

June 2007

Current term of appointment to the Supervisory Board

June 2011 - June 2015

Mrs. I.P. Asscher-Vonk (Irene)

Date of birth

5 September 1944

Profession

Professional supervisory director

Main position

None

Nationality

Dutch

Auxiliary positions

Supervisory Directorships:

- Member of the Supervisory Board of Rabobank Nederland
- Member of the Supervisory Board of KLM N.V.
- Member of the Supervisory Board of Arriva Nederland N.V.
- Member of the Supervisory Board of Philip Morris Holland N.V.

Other auxiliary positions:

- Chair of the National Arbitration Board for Schools (*Landelijke Geschillencommissie Scholen*)
- Chair of The Dutch Museum Association (*Museumvereniging*)

Date of first appointment to the Supervisory Board

June 2009

Current term of appointment to the Supervisory Board

June 2013 - June 2017

Mr. C.H. van Dalen (Henk)

Date of birth

1 November 1952

Profession

- Professional director/supervisory director
- Advisor

Main position

Director of Avenue Business Consulting B.V.

Nationality

Dutch

Auxiliary positions

Supervisory Directorships:

- Member of the Supervisory Board of Rabobank Nederland
- Chairman of the Supervisory Board of Macintosh Retail

Group N.V.

- Member of the Supervisory Board of AVEBE
- Member of the Supervisory Board of Metro Russia N.V.
- Member of the Supervisory Board of Evides
- Member of the Supervisory Board and Chairman of the Audit Committee of Brabantse Ontwikkelingsmaatschappij (BOM)
- Member of the Board of Supervision of Erasmus MC

Other auxiliary positions:

- Member of the Advisory Board of Zorg-Vuldig Healthcare Organisation
- Member of the Advisory Board of Nederland Cares
- Member of the Advisory Board of Duisenberg School of Finance
- Member of the Advisory Board of Nationaal Fonds 4 en 5 mei

Date of first appointment to the Supervisory Board

September 2013

Current term of appointment to the Supervisory Board

September 2013 - June 2017

Mr. L.N. Degle (Leo)

Date of birth

15 August 1948

Profession

Professional director/supervisory director

Main position

None

Nationality

German

Auxiliary positions

Supervisory Directorships:

- Member of the Supervisory Board of Rabobank Nederland
- Member of the Supervisory Board of Berlage B.V.
- Member of the Supervisory Board of Ten Kate B.V.
- Member of the Supervisory Board of Egeria Investments B.V.

Date of first appointment to the Supervisory Board

June 2012

Current term of appointment to the Supervisory Board

June 2012 - June 2016

Mr. S.L.J. Graafsma RA (Leo)

Date of birth

29 March 1949

<i>Former profession</i>	– Public accountant/partner of audit, tax and advisory firm KPMG
<i>Main position</i>	None
<i>Nationality</i>	Dutch
<i>Auxiliary positions</i>	– Member of the Supervisory Board of Rabobank Nederland – Deputy member of the “Accountantskamer” (disciplinary court for accountants)
<i>Date of first appointment to the Supervisory Board</i>	September 2010
<i>Current term of appointment to the Supervisory Board</i>	September 2010 - June 2018
Mr. E.A.J. van de Merwe (Erik)	
<i>Date of birth</i>	30 December 1950
<i>Profession</i>	– Advisor – Professional director/supervisory director
<i>Nationality</i>	Dutch
<i>Auxiliary positions</i>	<u>Supervisory Directorships:</u> – Member of the Supervisory Board of Rabobank Nederland – Member of the Supervisory Board and member of the audit committee of Achmea B.V. – Chairman of the Supervisory Board and member of the audit committee of Staalbankiers N.V. <u>Other auxiliary positions:</u> – Non-executive Chairman of GWK Travelex N.V. – Member of the Board of Governors of the postgraduate study ‘Corporate Compliance and Integrity’, VU University Amsterdam – Chairman Board of Supervision and Chairman of the audit committee of the Dutch Burns Foundation (<i>Nederlandse Brandwonden Stichting</i>) – Chairman Supervisory Council Euro Tissue Bank – Member Advisory Council Dutch Institute of Internal Auditors (IIA) – Member Arbitration committee Dutch Securities Institute (DSI) – Member of the Supervisory Board of the kids Rights Foundation – Jurymember Henri Sijthoff Award
<i>Date of first appointment to the Supervisory Board</i>	June 2010

*Current term of appointment to the
Supervisory Board*

June 2012 - June 2016

The following persons, all of whom are resident in the Netherlands, are appointed as members of the Executive Board of Rabobank Nederland:

Executive Board of Rabobank Nederland

Name	Born	Year Appointed	Nationality
Rinus (M.) Minderhoud, Chairman	1946	2013	Dutch
Bert (A.) Bruggink, CFRO	1963	2004	Dutch
Berry (B.J.) Marttin	1965	2009	Dutch and Brazilian
Ralf (R.J.) Dekker	1957	2013	Dutch
Rien (H.) Nagel	1963	2013	Dutch
Jan (J.L.) van Nieuwenhuizen	1961	2014	Dutch

Rinus (M.) Minderhoud

Mr. Minderhoud was appointed as chairman of the Executive Board of Rabobank Nederland as of October 29, 2013. From 1987 until 1998, Mr. Minderhoud served in several management positions within ING Group N.V. In 2002 Mr. Minderhoud was appointed to the Supervisory Board of Rabobank Nederland. Mr. Minderhoud currently serves as chairman of the boards of Vodafone International Holdings B.V. and Vodafone Europe N.V. and as vice chairman of the supervisory board of Achmea B.V.

Bert (A.) Bruggink

Mr. Bruggink was appointed to Rabobank Nederland's Executive Board as of November 15, 2004. As CFRO Mr. Bruggink is responsible for Control Rabobank Group, Credit Risk Management, Group Risk Management, Treasury Rabobank Group and Special Accounts Rabobank. Mr. Bruggink joined Rabobank Group in 1986. After several different jobs in Finance and Control within Rabobank Group, he became Head of the Control CBB (Central Banking Business), later Control RI (Rabobank International) (1994-1998) and Head of CRG (Control Rabobank Group) (1998-2004). Within the Rabobank Group, he fulfils several additional functions. He is chairman of the board of the Stichting Rabobank Pensioen Fonds, secretary of the supervisory board of Rabohypotheekbank, member of the supervisory board of Friesland Bank and a member of the supervisory board of Rabo Herverzekeringsmaatschappij N.V. Outside Rabobank he is a member of the supervisory board of Robeco, a member of the supervisory board of ROVA, member of the supervisory board of FMO N.V., a member of the supervisory board of Windesheim and member of staff in the Financial Management and Business Economics Department of the Technical Business Administration Faculty of the University of Twente, as ordinary professor since early 1996.

Ralf (R.J.) Dekker

Mr. Dekker was appointed to the Executive Board of Rabobank Nederland as of November 1, 2013. As COO Mr. Dekker is responsible for Operations, Group ICT and IT Operations Rabobank International. He joined Rabofacet in 1993, where he (a.o.) acted as Director IT (1996-1998) and general manager (1998-2000). From 2000 until 1 November 2013 he acted as a member of the managing board of Rabobank International, Chief

Operating Officer of Rabobank International and as a member of the Wholesale and Rural & Retail management teams of Rabobank International. Mr. Dekker currently acts as chairman of the board of commissioners of PT Bank Rabobank International Indonesia.

Berry (B.J.) Marttin

Mr. Marttin was appointed to Rabobank Nederland's Executive Board as of July 1, 2009. Mr. Marttin joined Rabobank in 1990. Within the Executive Board, Mr. Marttin is responsible for the international retail network, the regional international operations, international risk management and Rabobank Development. From 1990 until 2004 he fulfilled a number of international positions within Rabobank. After several positions in Brazil and Curacao he served as Head of International Corporates in Hong Kong, Head of Risk Management in Indonesia and as General Deputy Manager for Rabobank Australia and New Zealand. Prior to his appointment to Rabobank Nederland's Executive Board, he was Chairman of the board of directors of Rabobank Amsterdam. Within Rabobank Group Mr. Marttin (a.o.) is a member of the supervisory boards of De Lage Landen and Rabohypotheekbank, a member of the boards of directors of Rabobank International Holding B.V., RI Investments Holding B.V., the Rabobank Foundation and a member of the board of Rabobank Australia Ltd and the board of Rabo NZ Holdings. Mr. Marttin is a member of the board of Unico Banking Group, vice chairman of the board of directors of the American Chambers of Commerce in the Netherlands, a member of the supervisory board of Wageningen University, chairman of the Advisory board of Amsterdam University College, member of the Dutch Trade Board, member of the advisory board of JINC and member of the supervisory board of the Dutch Sustainable Trade Initiative.

Rien (H.) Nagel

Mr. Nagel was appointed to Rabobank Nederland's Executive Board as of November 1, 2013, where he is responsible for the domain Retail Markets Netherlands. Since 1987, Mr. Nagel held several managing positions in local Rabobanks before becoming director Retail Banking of Rabobank Nederland in 2013. Mr. Nagel is a member of the board of directors of Utrecht Development, a member of the supervisory board of The Utrechts Landschap (Utrecht landscape) as well as a member of the advisory board of the University Centre for Sports Medicine. Furthermore he is a member of the Board of the Dutch Banking Association (Nederlandse Vereniging van Banken), member of the general and the daily Board of VNO-NCW and member of the Nationale Coöperatieve Raad voor land- en tuinbouw (NCR).

Jan (J.L.) van Nieuwenhuizen

Mr. Van Nieuwenhuizen was appointed to Rabobank Nederland's Executive Board as of March 24, 2014. In the Executive Board Mr. Van Nieuwenhuizen is responsible for the domain Markets Wholesale Netherlands and International including Wholesale Clients Netherlands, Wholesale Clients International, Global Financial Markets and Professional Products. From 1986 until 2002 Mr. Van Nieuwenhuizen fulfilled several international positions at Morgan Stanley, JP Morgan and NIBC. From 2009 Mr. Van Nieuwenhuizen was a member of the Management Team of Rabobank International Wholesale, responsible for Trade and Commodity Finance, Corporate Finance and Private Equity until his appointment to the Executive Board. Within Rabobank Group, he is a member of the Supervisory Boards of Rabo Vastgoedgroep and FGH bank. Mr Van Nieuwenhuizen is also a director at IHC B.V.

Administrative, management and supervisory bodies — conflicts of interests

The Issuer is not aware of any potential conflicts of interest between the duties to Rabobank and their private interests or other duties of the persons listed above under “*Supervisory Board of Rabobank Nederland*” and “*Executive Board of Rabobank Nederland*”.

Administrative, management and supervisory bodies — business address

The business address of the members of Rabobank's Supervisory Board and Executive Board is Croeselaan 18, 3521 CB Utrecht, the Netherlands.

REGULATION OF RABOBANK GROUP

Rabobank Nederland is a bank organised under the laws of the Netherlands. The principal Dutch law on supervision applicable to Rabobank Nederland is the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), which entered into force on 1 January 2007 and under which Rabobank Nederland is supervised by the Dutch Central Bank (De Nederlandsche Bank N.V.), the AFM and the Dutch Ministry of Finance (*Ministerie van Financiën*). Rabobank Nederland and the various Rabobank Group entities are also subject to certain European Union (“EU”) legislation, which has a significant impact on the regulation of Rabobank Group’s banking, asset management and broker-dealer businesses in the EU, and the regulation and supervision of local supervisory authorities of the various countries in which Rabobank Group does business.

Basel standards

The Basel Committee develops international capital adequacy guidelines based on the relationship between a bank’s capital and its risks (*inter alia* credit, market, operational, liquidity and counterparty risks).

In this context, on 15 July 1988, the Basel Committee adopted risk-based capital guidelines (the “**Basel Guidelines**”), which were implemented by banking regulators in the countries that have endorsed them. The Basel Guidelines are intended to strengthen the soundness and stability of the international banking system. The Basel Guidelines are also intended to reduce competitive inequality among international banks by harmonising the definition of capital and the rules for the evaluation of asset risks and by establishing a uniform target capital base ratio (capital to risk-weighted assets). Supervisory authorities in each jurisdiction had, however, some discretion in determining whether to include particular instruments as capital under the Basel Guidelines and to assign different weights, within a prescribed range, to various categories of assets. The Basel Guidelines were adopted by the European Community and applied to all banks and investment firms in the EU and, on 1 January 1991, were implemented in the Netherlands.

In June 1999, the Basel Committee proposed a review of the Basel guidelines of 1988 (“**Basel I**”). A review of Basel I was published in June 2004 (“**Basel II**”). Basel II is a flexible framework that is more closely in line with internal risk control and that results in a more sophisticated credit risk weighting. The Basel II framework, consisting of three “pillars”, reinforces these risk-sensitive requirements by imposing minimum capital requirements (“**Pillar 1**”) and by laying out principles for banks to assess the adequacy of their capital and for supervisors to review such assessments to ensure banks have adequate capital to support their risks (“**Pillar 2**”). It also seeks to strengthen market discipline by enhancing transparency in banks’ financial reporting (“**Pillar 3**”).

Basel II provides a range of options for determining the capital requirements for credit risk, market risk and also operational risk. In comparison to Basel I, Pillar 1 of Basel II aligns the minimum capital requirements more closely to each bank’s actual risk of economic loss. Pursuant to Pillar 2, effective supervisory review of banks’ internal assessments of their overall risks is exercised to ensure that bank management is exercising sound judgement and has reserved adequate capital for these risks. Pillar 3 uses market discipline to motivate prudent management by increasing transparency in banks’ public reporting.

Instead of the previous “one size fits all” approach, under Basel II banks have the option to choose between various approaches, each with a different level of sophistication in risk management, ranging from simple via intermediate to advanced, giving banks the possibility to select approaches that are most appropriate for their operations and their financial market infrastructure.

For credit risk, banks can choose between the “Standardised Approach”, the “Foundation Internal Ratings Based Approach” and the “Advanced Internal Ratings Based Approach”. The Standardised Approach is based on standardised risk weights set out in Basel II and external credit ratings and is the least complex. The two

Internal Ratings Based Approaches allow banks to use internal credit rating systems to assess the adequacy of their capital. The Foundation Internal Ratings Based Approach allows banks to use their own credit rating systems with respect to the ‘Probability of Default’. In addition to this component of credit risk, the Advanced Internal Ratings Based Approach allows banks to use their own credit rating systems with respect to the “Exposure at Default” and the “Loss Given Default”. The Group has chosen the most sophisticated approach, the Advanced Internal Ratings Based Approach.

For market risk, banks can choose between a “Standardised approach” or an alternative methodology based on own internal risk management models. Rabobank Nederland has permission from the Dutch Central Bank to calculate the general and specific exposures using its internal Value-at-Risk (VaR) models.

For operational risk, banks can also choose between three approaches with different levels of sophistication, the most refined one being the “Advanced Measurement Approach”. The Group has chosen the Advanced Measurement Approach.

Under Basel III, capital and liquidity requirements will increase. On 17 December 2009, the Basel Committee proposed a number of fundamental reforms to the regulatory capital framework in its consultative document entitled “Strengthening the resilience of the banking sector”. The Basel Committee published its economic impact assessment on 18 August 2010 and, on 12 September 2010, the Group of Governors and Heads of Supervision, the oversight body of the Basel Committee, announced further details of the proposed substantial strengthening of existing capital requirements. On 16 December 2010, the Basel Committee issued its final view on Basel III though it has subsequently suggested several amendments and refinements to Basel III, particularly in respect of its liquidity requirements, capital requirements for exposures to central counterparties, and other areas. The Basel Committee has indicated that it continues to consider potential revisions to the Basel III regime.

The framework sets out rules for higher and better quality capital, better risk coverage, the introduction of a leverage ratio as a backstop to the risk-based requirements, measures to promote the build-up of capital that can be drawn down in periods of stress, and the introduction of two liquidity standards. The Basel III Reforms include increasing the minimum common equity (or equivalent) requirement from 2 per cent. (before the application of regulatory adjustments) to 4.5 per cent. (after the application of stricter regulatory adjustments which will be gradually phased in from 1 January 2014 until 1 January 2018). The total tier 1 capital requirement will increase from 4 per cent. to 6 per cent. In addition, banks will be required to maintain, in the form of common equity (or equivalent), a capital conservation buffer of 2.5 per cent. to withstand future periods of stress, bringing the total common equity (or equivalent) requirements to 7 per cent. If there is excess credit growth in any given country resulting in a system-wide build-up of risk, a countercyclical buffer of up to 2.5 per cent. of common equity (or other fully loss absorbing capital) may be applied as an extension of the conservation buffer. Furthermore, banks considered to have systemic importance should have loss absorbing capacity beyond these standards.

Capital requirements have been further supplemented by the introduction of a non-risk leverage ratio of 3 per cent. in order to limit an excessive build-up of leverage on a bank’s balance sheet. During the period from 1 January 2013 to 1 January 2017, the Basel Committee will monitor banks’ leverage data on a semi-annual basis in order to assess whether the proposed design and calibration of a minimum leverage ratio of 3 per cent. is appropriate over a full credit cycle and for different types of business models. This assessment will include consideration of whether a wider definition of exposures and an off-setting adjustment in the calibration would better achieve the objectives of the leverage ratio. The Basel Committee will also closely monitor accounting standards and practices to address any differences in national accounting frameworks that are material to the definition and calculation of the leverage ratio.

In addition, the Basel III Reforms have introduced two international minimum standards intended to promote resilience to potential liquidity disruptions over a 30 day horizon and limit over-reliance on short-term wholesale funding during times of buoyant market liquidity. The first one is referred to as the liquidity coverage ratio (the “**LCR**”) which will be gradually phased in from 1 January 2015. The LCR is a ‘test’ to promote the short-term resilience of a bank’s liquidity risk profile by ensuring that it has sufficiently high-quality liquid assets to survive a significant stress scenario lasting for 30 days. In January 2013, the Basel Committee announced revisions to the LCR that may make compliance less costly for banks. The second one is referred to as a net stable funding ratio (the “**NSFR**”) which will be introduced on 1 January 2018. The NSFR is a ‘test’ to promote resilience over a longer period by requiring banks to hold a minimum amount of stable sources of funding relative to the liquidity profiles of the assets and the potential contingent liquidity needs arising from off-balance sheet commitments.

There can be no assurance that the Basel Committee will not further amend the package of reforms described above. Further, the European Commission, the Dutch Central Bank or the Dutch legislator may implement the package of reforms in a manner that is different from that which is currently envisaged, or may impose additional capital and liquidity requirements on Dutch banks.

The Basel III Reforms package will be implemented in the EEA through the CRD IV Directive and the CRR (for further detail, see the risk factor entitled “*Minimum regulatory capital and liquidity requirements*” and the section entitled “*The CRD IV Directive and CRR*” below).

European Union standards

Capital Requirements Directive

The European Union had adopted a capital adequacy regulation for banks (referred to as credit institutions) in all its member states based on the Basel I guidelines. In 1989, the European Commission adopted the Council Directive 89/299/EEC of 17 April 1989 on the own funds of credit institutions (the “**Own Funds Directive**”), defining qualifying capital (“**own funds**”), and the Council Directive 89/647/EEC of 18 December 1989 on a solvency ratio for credit institutions (the “**Solvency Ratio Directive**” and, together with the Own Funds Directive, the “**Capital Directives**”), setting forth the required ratio of own funds to risk-adjusted assets and off-balance sheet items. The Capital Directives required EU member states to transform the provisions of the Solvency Ratio Directive and the provisions of the Own Funds Directive into national law directly binding on banks operating in the member states. The Capital Directives permitted EU member states, when transforming the Capital Directives into national law, to establish more stringent, but not more lenient requirements. In 1993, the European Commission adopted the Directive 1993/6/EEC of 15 March 1993 on the capital adequacy of investment firms and credit institutions (“**EEC Directive 1993/6**”) and in 2000 the Directive 2000/12/EC of the European Parliament and of the Council of 20 March 2000 relating to the taking up and pursuit of the business of credit institutions (“**EC Directive 2000/12**”), which directive consolidated various previous directives, including the Capital Directives.

EC Directive 2000/12 and EEC Directive 1993/6 had been recast by EC Directive 2006/48/EC and EC Directive 2006/49 (the EC Directive 2006/48 and EC Directive 2006/49 together, the “**Capital Requirements Directive**”), respectively, to introduce the capital requirements framework agreed by the Basel Committee. The rules on capital requirements reflected the flexible structure and the major components of Basel II, tailored to the specific features of the EU market. The simple and intermediate approaches of Basel II were available from January 2007 and the most advanced approaches since January 2008.

The Capital Requirements Directive was amended three times in 2009 and once in 2010 to repair shortcomings identified in the original Capital Requirements Directive. The amendments entered into force as of 31 December 2010 and certain further amendments as of 31 December 2011.

The CRD IV Directive and CRR

As of 1 January 2014, the Capital Requirements Directive was repealed by the CRD IV Directive. The CRD IV Directive, together with the CRR, implements the Basel III Reforms in the EEA. Both texts were published in the Official Journal of the European Union on 27 June 2013 and became effective on 1 January 2014 (except for capital buffer provisions which shall apply as from 1 January 2016), but in practice implementation of the CRD IV Directive has been delayed in many countries, including the Netherlands. The CRD IV Directive will be implemented into Dutch law by amendments to the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) pursuant to an amendment act (the “**CRD IV/CRR Implementation Act**”) which is expected to enter into force in July 2014.

The CRR establishes a single set of harmonised prudential rules which apply directly to all banks in the EEA as of 1 January 2014, but with particular requirements being phased in over a period of time, to be fully applicable by 2021. The harmonised prudential rules include own fund requirements, an obligation to maintain a liquidity coverage buffer (similar to the LCR, although the CRR obligation does not include a requirement to meet a ratio), a requirement to ensure that long-term obligations are adequately met under both normal and stressed conditions and the requirement to report on these obligations. The competent supervisory authorities will evaluate whether common equity tier 1 instruments meet the criteria set out in the CRR. The CRR also includes the obligation to report on a bank’s leverage ratio (this requirement is similar to the leverage ratio requirement set out in Basel III, however, the CRR does not include a requirement to meet a minimum ratio).

On 17 January 2014, the regulation on specific provisions set out in the CRD IV Directive and the CRR (*Regeling specifieke bepalingen CRD IV en CRR*) (“**Dutch CRD IV and CRR Regulation**”) as published by the Dutch Central Bank entered into force. The Dutch CRD IV and CRR Regulation contains specific provisions relating to the CRD IV Directive and the CRR, such as the required CET1 ratio of 4.5 per cent. and tier 1 ratio of 6 per cent. and the capital conservation measures set out in CRD IV (restriction on distributions if a bank does not meet the combined buffer requirement), and withdraws the following Dutch Central Bank regulations (a) *Regeling solvabiliteitseisen kredietrisico en grote posities Wft 2010*, (b) *Regeling solvabiliteitseisen marktrisico Wft 2011*, (c) *Regeling solvabiliteitseisen operationeel risico Wft 2010*, (d) *Regeling hybride instrumenten banken en andere financiële ondernemingen (exclusief verzekeraars) Wft 2010*, (e) *Regeling securitisaties Wft 2010*, and (f) *Regeling uitsluiting solvabiliteitsafrek immateriële activa*. On 29 April 2014, the Dutch Central Bank announced that, pursuant to the CRD IV/CRR Implementation Act, it intends to impose an additional capital buffer requirement for Rabobank. This systematic risk buffer will be 3 per cent. of risk-weighted assets and will be phased in between 2016 and 2019. The Dutch CRD IV and CRR Regulation will be amended to this effect.

Bank Recovery and Resolution Directive

On 15 April 2014, the European Parliament adopted text for the proposed Bank Recovery and Resolution Directive. A draft of the BRRD was accepted by the European Parliament in April 2014. Assuming it is accepted also by the European Council, it is currently anticipated that most of its provisions will be applied by national authorities with effect from 1 January 2015. The stated aim of the draft BRRD is to provide relevant authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers’ exposure to losses.

The powers provided to resolution authorities in the draft BRRD include write down and conversion powers to ensure relevant capital instruments fully absorb losses at the point of non-viability of the issuing institution, as well as a bail-in tool comprising a more general power for resolution authorities to write down the claims of unsecured creditors (including holders of senior debt instruments) of a failing institution and/or to convert unsecured debt claims to equity.

In addition, the draft BRRD provides resolution authorities with broader powers to implement other resolution measures with respect to distressed banks which satisfy the conditions for resolution, which may include (without limitation) the sale of the bank's business, the separation of assets, the replacement or substitution of the bank as obligor in respect of debt instruments, modifications to the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments) and discontinuing the listing and admission to trading of financial instruments.

Except for the bail-in tool with respect to eligible liabilities, which is expected to apply from 1 January 2016, the draft BRRD contemplates that the other measures set out therein will apply from 1 January 2015.

The draft BRRD currently represents the official proposal for the implementation in the European Economic Area of the non-viability requirements set out in the press release dated 13 January 2011 issued by the Basel Committee entitled "Minimum requirements to ensure loss absorbency at the point of non-viability" (the "**Basel III Non-Viability Requirements**"). The Basel III Non-Viability Requirements form part of the broader Basel III package of new capital and liquidity requirements (as described above under "*Regulation of Rabobank Group – Basel standards*") intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions.

Supervision

On 16 December 2002, the Directive 2002/87/EC of the European Parliament and of the Council on the supplementary supervision of credit institutions, insurance undertakings and investment firms in a financial conglomerate and amending Council Directives 73/239/EEC, 79/267/EEC, 92/49/EEC, 92/96/EEC, 93/6/EEC and 93/22/EEC, and Directives 98/78/EC and 2000/12/EC of the European Parliament and of the Council was adopted. This directive aims to address the supervisory issues that arise from the blurring of distinctions between the activities of firms in each of the banking, securities, investment services and insurance sectors. The main objectives of this directive are to:

- ensure that a financial conglomerate has adequate capital;
- introduce methods for calculating a conglomerate's overall solvency position;
- deal with the issues of intra-group transactions, exposure to risk and the suitability and professionalism of management at financial conglomerate level; and
- prevent situations in which the same capital is used simultaneously as a buffer against risk in two or more entities which are members of the same financial conglomerate ('double gearing') and where a parent issues debt and downstreams the proceeds as equity to its regulated subsidiaries ('excessive leveraging').

The directive was implemented in the Netherlands through the Dutch Financial Supervision Act. The directive was amended by Directive 2011/89/EU as regards the supplementary supervision of financial entities in a financial conglomerate. The bill implementing Directive 2011/89/EU through amendments to the Dutch Financial Supervision Act was published in the Dutch Bulletin of Acts and Decrees but has not yet entered into force.

In 2010, agreement was reached at EU level on the introduction of a new supervisory structure for the financial sector. The new European architecture consists of the existing national authorities and the newly created European Systemic Risk Board (ESRB) and the following three European Authorities: European Banking Authority (EBA), European Insurance and Occupational Pensions Authority (EIOPA) and European Securities and Markets Authorities (ESMA). These institutions have been in place since 1 January 2011. Operational day-to-day supervision continues to be with national supervisors.

However, as part of the EU regulatory reforms and the aim to establish a European banking union (the “**European Banking Union**”), the European Council has made two legislative proposals: (i) a regulation for the creation of a single supervisory mechanism on the basis of which specific tasks relating to the prudential supervision of the most significant banks in the Euro area are conferred to the ECB; and (ii) the amendment of the regulation setting up the EBA. Regulation 1024/2013 for the setting up of the single supervisory mechanism (“**SSM**”) was published in the Official Journal of the European Union on 29 October 2013 and entered into force on 4 November 2013.

The SSM provides that the ECB will carry out its tasks within a single supervisory mechanism comprised of the ECB and national competent authorities. The ECB and national competent authorities are subject to a duty of cooperation in good faith, and an obligation to exchange information. Where appropriate and without prejudice to the responsibility and accountability of the ECB for the tasks conferred on it by the SSM, national competent authorities shall be responsible for assisting the ECB. In view of the assumption of these supervisory tasks, the ECB will carry out a comprehensive assessment, including a balance sheet assessment, as well as a related asset quality review (AQR) and stress tests, of at least the banks in respect of which it will take on the formal supervision. The ECB will assume its supervisory tasks once this comprehensive assessment is fulfilled, which is expected to be by the end of 2014. Once the ECB has assumed its supervisory role, it will be the competent authority responsible for supervising Rabobank Group’s compliance with the prudential requirements, including (i) the own funds requirements, LCR, NSFR, the leverage ratio and the reporting and public disclosure of information on these matters, as set out in the CRR and (ii) the requirement to have in place robust governance arrangements, including fit and proper requirements for the persons responsible for the management of a bank, remuneration policies and practices and effective internal capital adequacy assessment processes, as set out in the Dutch Financial Supervision Act. The ECB will also be the competent authority to assess notifications of the acquisition of qualifying holdings in banks and to grant a declaration of no objection for such holdings.

To complement the European Banking Union and the SSM, on 10 July 2013 the European Commission proposed the SRM Regulation to establish the SRM (each as defined in the risk factor entitled “*Bank recovery and resolution regimes*”). The final text of the SRM Regulation is expected to be adopted by September 2014. The SRM proposes to establish a single resolution authority (consisting of representatives from the ECB, the European Commission and the relevant national authorities) that will manage the failing of any bank in the Euro area and in other EU member states participating in the European Banking Union. On the basis of the current proposal for the SRM, the single resolution authority is granted the same resolution tools as those set out in the Bank Recovery and Resolution Directive, including a bail-in tool. The SRM will apply directly to banks covered by the SSM and is expected to enter into force on 1 January 2015.

Dutch regulation

Scope of the Dutch Financial Supervision Act

A bank is any enterprise whose business it is to take deposits or other repayable funds from the public, and to grant credits for its own account. Rabobank Nederland and various Group entities, including each of the local Rabobanks, are banks and, because they are engaged in the securities business as well as the commercial banking business, each is considered a ‘universal bank’. Pursuant to authority granted under the Dutch Financial Supervision Act, the Dutch Central Bank supervises and regulates the majority of the Group’s activities, which include supervision of the prudential requirements applicable to banks. However, once the ECB has assumed its supervisory tasks under the SSM, the ECB will formally be the competent authority that supervises the majority of the Group’s activities. The AFM supervises primarily the conduct of business. Set forth below is a brief summary of the principal aspects of the Dutch Financial Supervision Act.

Licensing

Under the Dutch Financial Supervision Act, a bank established in the Netherlands is required to obtain a licence from the Dutch Central Bank before engaging in any banking activities. The requirements to obtain a licence, among others, are as follows: (i) the day-to-day policy of the bank must be determined by at least two persons; (ii) the bank must have a body of at least three members which has tasks similar to those of a supervisory board; and (iii) the bank must have a minimum level of own funds (*eigen vermogen*) of €5,000,000. In addition, the Dutch Central Bank shall pursuant to the Dutch Financial Supervision Act refuse to grant a licence if, among other things, it is of the view that (i) the persons who determine the day-to-day policy of the bank have insufficient expertise to engage in the business of the bank (fit and proper requirement), (ii) the policy of the bank is not (co-)determined by persons whose integrity is beyond doubt, or (iii) through a qualified holding in the bank, influence on the policy of such enterprise or institution may be exercised which is contrary to ‘prudent banking policy’ (*gezonde en prudente bedrijfsvoering*). In addition to certain other grounds, the licence may be revoked if a bank fails to comply with the requirements for maintaining its licence.

Once the ECB has assumed its supervisory tasks under the SSM, it will formally be the supervisory authority to grant a banking licence.

Reporting and investigation

A bank is required to file its annual financial statements with the Dutch Central Bank in a form approved by the Dutch Central Bank, which includes a statement of financial position and a statement of income that have been certified by an appropriately qualified auditor. In addition, a bank is required to file quarterly (and some monthly) statements, on a basis established by the Dutch Central Bank. The Dutch Central Bank has the option to demand additional reports. Once the ECB has assumed its supervisory tasks under the SSM, it will formally be the supervisory authority in respect of this requirement.

Rabobank Nederland and the local Rabobanks must file consolidated quarterly (and some monthly) reports as well as annual reports that provide a true and fair view of their respective financial position and results with the Dutch Central Bank. Rabobank Nederland’s independent auditor audits these reports annually.

Under the Dutch Financial Supervision Act, Rabobank Nederland is required to make its annual financial statements and its semi-annual financial statements generally available to the public within four months and two months, respectively, of the end of a period to which the financial information relates. The annual and semi-annual financial statements must be filed with the AFM simultaneously with their publication.

Solvency

The CRR regulations on solvency supervision entail - in broad terms minimum standards on bank capital adequacy and capital buffers. These regulations also impose limitations on the aggregate amount of claims (including extensions of credit) a bank may have against one debtor or a group of related debtors. Over time, the regulations have become more sophisticated, being derived from the new capital measurement guidelines of Basel II and Basel III as described under “*Basel standards*” above and as laid down in EU directives described above under “*European Union standards*”. The regulations of the Dutch Central Bank on solvency supervision have been repealed by the Dutch CRD IV and CRR Regulation.

Liquidity

The regulations of the Dutch Central Bank relating to liquidity supervision require that a bank maintains sufficient liquid assets against certain liabilities of the bank. The basic principle of the liquidity regulations is that liquid assets must be held against ‘net’ liabilities of banks (after netting out claims and liabilities in a maturity schedule) so that the liabilities can be met on the due dates or on demand, as the case may be. These

regulations impose additional liquidity requirements if the amount of liabilities of a bank with respect to one debtor or group of related debtors exceeds a certain limit.

Structure

The Dutch Financial Supervision Act provides that a bank must obtain a declaration of no-objection from the Dutch Central Bank before, among other things, (i) reducing its own funds (*eigen vermogen*) by way of repayment of capital or distribution of reserves or making disbursements from the item comprising the cover for general banking risks as referred to in Section 2:424 of the Dutch Civil Code, (ii) acquiring or increasing a qualified holding in a bank, investment firm or insurer with its statutory seat in a state which is not part of the EEA, if the balance sheet total of that bank, investment firm or insurer at the time of the acquisition or increase amounts to more than 1 per cent. of the bank's consolidated balance sheet total, (iii) acquiring or increasing a qualified holding in an enterprise, not being a bank, investment firm or insurer with its statutory seat in the Netherlands or in a state which is part of the EEA or in a state which is not part of the EEA, if the amount paid for the acquisition or increase, together with the amounts paid for a previous acquisition or increase of a holding in such enterprise, amounts to more than 1 per cent. of the consolidated own funds of the bank, (iv) taking over all or a major part of the assets and liabilities of another enterprise or institution, directly or indirectly, if the total amount of the assets or the liabilities to be taken over amounts to more than 1 per cent. of the bank's consolidated balance sheet total, (v) merging with another enterprise or institution if the balance sheet total thereof amounts to more than 1 per cent. of the bank's consolidated balance sheet total or (v) proceeding with a financial or corporate reorganisation. As of 1 January 2014, the definition of "qualified holding" as set out in the CRR applies. "Qualified holding" in the CRR is defined to mean a direct or indirect holding in an undertaking which represents 10 per cent. or more of the capital or of the voting rights or which makes it possible to exercise a significant influence over the management of that undertaking.

In addition, any person is permitted to hold, acquire or increase a qualified holding in a Dutch bank, or to exercise any voting power in connection with such holding, only after such person has obtained a declaration of no objection from the Dutch Central Bank (and formally the ECB after it has assumed its supervisory tasks under the SSM). A legislative proposal concerning, amongst others, an amendment to the rules concerning the declaration of no objection, has been submitted to the Dutch House of Representatives (*Tweede Kamer*) and will enter into force on 1 August 2014.. Upon the amendment becoming effective, a declaration of no objection will no longer be required for item (i) as referred to in the proceeding paragraph due to a similar requirement being included in the CRR.

Governance and administrative organisation

Until the ECB has assumed its supervisory tasks under the SSM, the Dutch Central Bank supervises the governance of a bank, the administrative organisation of banks, their financial accounting system and internal controls. The administrative organisation must be such as to ensure that a bank has at all times a reliable and up-to-date overview of its rights and obligations. Furthermore, the electronic data processing systems, which form the core of the accounting system, must be secured in such a way as to ensure optimum continuity, reliability and security against fraud. As part of the supervision of the administrative organisation, the Dutch Central Bank has also stipulated that this system must be able to prevent conflicts of interests, including the abuse of inside information.

Intervention

On 13 June 2012, the Intervention Act entered into force and amended the Dutch Financial Supervision Act and the Dutch Bankruptcy Act (*Faillissementswet*). Pursuant to the Intervention Act, the Dutch Central Bank has the power to take various measures in respect of banks and insurance companies if it perceives a dangerous development regarding the entity's own funds, solvency, liquidity or technical provisions and there is a reasonable probability that this development cannot be sufficiently or promptly reversed. The possible

measures available to the Dutch Central Bank under the Intervention Act include filing a request for a bank or insurance company to be declared bankrupt, or preparing and effecting the transfer of deposits, other assets and liabilities and/or shares of the entity to a third party with a view to the timely and efficient liquidation of the entity. The Dutch Central Bank can prepare a 'transfer plan' for this purpose. If the Dutch Central Bank decides to notify the relevant entity of its preparation of such a plan, then following such notification the entity must provide various information and access to the Dutch Central Bank, the entity and its corporate bodies must cooperate in the preparation of the transfer plan and the Dutch Central Bank can appoint a special receiver. The intervention will only be made public after approval of the transfer plan by the Amsterdam district court.

In addition, under the Intervention Act the Dutch Minister of Finance may, with immediate effect, take measures or expropriate assets or securities issued by or with the consent of a financial enterprise (*financiële onderneming*) or its parent, in each case if it has its corporate seat in the Netherlands, if in the Minister of Finance's opinion the stability of the financial system is in serious and immediate danger as a result of the situation in which the entity finds itself. In taking these measures, provisions in relevant Dutch legislation and the entity's articles of association may be set aside. Examples of immediate measures include the suspension of voting rights or of board members. The measures that can be taken by the Minister of Finance may only be used if other measures would not work, would no longer work, or would be insufficient. In addition, to ensure such measures are utilised appropriately the Minister of Finance must consult with the Dutch Central Bank in advance and the Dutch Prime Minister must agree with the decision to intervene. The Minister of Finance must further inform the AFM of his intentions, whereupon the AFM must give an instruction to Euronext Amsterdam to stop the trading in any securities that are expropriated. In the case of expropriation, the beneficiary of the relevant asset will be compensated for any damage that directly and necessarily results from the expropriation. It is unlikely that such compensation will cover all losses of the relevant beneficiary.

The exercise of acceleration, early termination and other rights (including the right to request collateral and the right to set-off or net), could impair the effectiveness of the supervisory measures introduced by the Intervention Act. Therefore, the Intervention Act provides that such rights, to the extent they are triggered by the preparation or implementation of the measures introduced by the Intervention Act, cannot be exercised without the prior approval of the Dutch Central Bank. Exceptions are made in respect of rights resulting from the final directive and financial collateral arrangements. Furthermore, an obligation to give notice of an event or to provide information regarding an event is not enforceable. These provisions apply regardless of the governing law and extend to group companies of banks and insurance companies.

In addition to the above measures, if the SRM takes effect as currently proposed, the single resolution authority will have additional intervention powers including the power to operate the bail-in tool as set out in the SRM and the Bank Recovery and Resolution Directive.

Emergencies

The Dutch Financial Supervision Act contains an "emergency regulation" which can be declared in respect of a bank by a Dutch court at the request of the Dutch Central Bank if it finds *prima facie* evidence of a dangerous development regarding the bank's own funds, solvency or liquidity and there is a reasonable probability that this development cannot be sufficiently or promptly reversed. As of the date of the emergency, only the court-appointed administrators have the authority to exercise the powers of the bodies of the bank. A bank can also be declared in a state of bankruptcy by the court. Together with the request to declare the "emergency regulation", the Dutch Central Bank can request the Dutch court to approve a "transfer plan" for a bank. This plan may include the transfer of deposits, assets/liabilities or shares of the bank.

U.S. regulation

Regulation and Supervision in the U.S.

The Group's operations are subject to federal and state banking and securities regulation and supervision in the U.S. The Group engages in U.S. banking activities through Rabobank Nederland, New York Branch (the "**New York Branch**"). It controls a U.S. banking subsidiary, Rabobank N.A., and a U.S. broker-dealer, Rabo Securities USA, Inc., as well as other U.S. non-bank subsidiaries.

Rabobank Nederland is a bank holding company that is a financial holding company within the meaning of the U.S. Bank Holding Company Act of 1956. As such, it is subject to the regulation and supervision of the Federal Reserve. The New York Branch is licensed and supervised by the New York State Department of Financial Services, and it is also supervised by the Federal Reserve. Rabobank N.A. is a national bank subject to regulation, supervision and examination by the OCC.

Under U.S. law, the Group's activities and those of its subsidiaries in the U.S. are generally limited to the business of banking, and managing or controlling banks and certain other activities that are closely related to banking. So long as Rabobank is a financial holding company under U.S. law, it may also engage in non-banking activities in the U.S. that are financial in nature, or incidental or complementary to such financial activity, including securities, merchant banking, insurance and other financial activities, subject to certain limitations on the conduct of such activities and to prior regulatory approval in some cases. As a non-U.S. bank, Rabobank is generally authorised under U.S. law and regulations to acquire a non-U.S. company engaged in non-financial activities as long as the company's U.S. operations do not exceed certain thresholds and certain other conditions are met. Rabobank is required to obtain the prior approval of the Federal Reserve before directly or indirectly acquiring the ownership or control of more than 5 per cent. of any class of voting shares of U.S. banks, certain other depository institutions, and bank or depository institution holding companies.

State-licensed branches and agencies of non-U.S. banks (such as the New York Branch) may not, with certain exceptions that require prior regulatory approval, engage as a principal in any type of activity not permissible for their federally chartered or licensed counterparts. Likewise, the U.S. federal banking laws also subject state branches and agencies to the same single-borrower lending limits that apply to federal branches or agencies, which are substantially similar to the lending limits applicable to national banks. These single-borrower lending limits are based on the worldwide capital of the entire non-U.S. bank.

The Federal Reserve may terminate the activities of any U.S. office of a non-U.S. bank if, among other things, it determines that the non-U.S. bank is not subject to comprehensive supervision on a consolidated basis in its home country or that there is reasonable cause to believe that such non-U.S. bank or its affiliate has violated the law or engaged in an unsafe or unsound banking practice in the U.S. or, for a non-U.S. bank that presents a risk to the stability of the U.S. financial system, the home country of the non-U.S. bank has not adopted, or made demonstrable progress toward adopting, an appropriate system of financial regulation to mitigate such risk. In addition, the Superintendent of Financial Services of the State of New York (the "**Superintendent**") may revoke any licence for a branch of a non-U.S. bank issued under the New York Banking Law if, among other things, the Superintendent finds that the licensed bank has violated any provision of any law, rule or regulation of the State of New York.

A major focus of U.S. governmental policy relating to financial institutions is aimed at preventing money laundering and terrorist financing and compliance with economic sanctions in respect of designated countries or activities. Failure of an institution to have policies and procedures and controls in place to prevent, detect and report money laundering and terrorist financing could in some cases have serious legal, financial and reputational consequences for the institution.

New York Branch

The New York Branch is licensed by the Superintendent to conduct a commercial banking business. Under New York Banking Law, the New York Branch is subject to the asset pledge requirements and is required to maintain eligible high-quality assets with banks in the State of New York. The Superintendent may also establish asset maintenance requirements for branches of non-U.S. banks. Currently, no such requirement has been imposed upon the New York Branch.

The New York Banking Law authorises the Superintendent to take possession of the business and property of a New York branch of a non-U.S. bank under certain circumstances, including violations of law, conduct of business in an unsafe manner, impairment of capital, suspension of payment of obligations, or initiation of liquidation proceedings against the non-U.S. bank at its domicile or elsewhere. In liquidating or dealing with a branch's business after taking possession of a branch, only the claims of depositors and other creditors which arose out of transactions with a branch are to be accepted by the Superintendent for payment out of the business and property of the non-U.S. bank in the State of New York (which includes but is not limited to assets, or other property of the New York branch, wherever situated and any assets of the non-U.S. bank located in the State of New York, regardless of whether such assets are assets of the New York branch), without prejudice to the rights of the holders of such claims to be satisfied out of other assets of the non U.S. bank. After such claims are paid, the Superintendent will turn over the remaining assets, if any, to the non-U.S. bank or its duly appointed liquidator or receiver.

The Dodd-Frank Act

The Dodd-Frank Act provides a broad framework for significant regulatory changes that will extend to almost every area of U.S. financial markets. While many of the rules implementing Dodd-Frank have been finalised or proposed significant uncertainty remains about the implementation, timing and impact of many of those rules.

Among other things, the Dodd-Frank Act requires that the lending and affiliate transaction limits applicable to Rabobank N.A. and the New York Branch take into account credit exposures arising from derivative transactions, securities borrowing and lending transactions, and repurchase and reverse repurchase agreements with counterparties.

Additionally, the Dodd-Frank Act provides U.S. regulators with tools to impose greater capital, leverage and liquidity requirements and other prudential standards, particularly for financial institutions that pose significant systemic risk, which includes any non-U.S. banking organisation, such as the Rabobank Group, with a branch or agency in the U.S. or a U.S. bank subsidiary and U.S.\$50 billion or more in total consolidated assets. In February 2014, the Federal Reserve issued a final rule implementing these heightened standards. Under the final rule, the New York Branch would be subject to liquidity, risk management requirements, and in certain circumstances, asset maintenance requirements.

Pursuant to the Volcker Rule, the Dodd-Frank Act limits the ability of banking entities and their affiliates to engage as principal in certain types of proprietary trading or to sponsor or invest in private equity or hedge funds subject to certain exceptions. For example, certain non-U.S. banking organisations, such as the Rabobank Group, are not prohibited from engaging in such activities that are solely outside of the U.S., subject to certain conditions.

On 10 December 2013, the five U.S. federal financial regulatory agencies released the final version of the regulations implementing the statute. The Federal Reserve extended the end of the conformance period for the Volcker Rule until 21 July 2015 (with the possibility of two one-year extensions under certain circumstances), by which time financial institutions subject to the rule, such as the Rabobank Group, must bring their activities and investments into compliance and implement a specific compliance program. During the conformance period, we will continue to analyse the final rule, assess how it will affect our businesses and

devise and implement an appropriate compliance strategy. Further implementation efforts may be necessary based on subsequent regulatory interpretations, guidelines or examinations.

In addition, Title VII of the Dodd-Frank Act provides for an extensive framework for the regulation of derivatives, including mandatory clearing, exchange trading and transaction reporting of certain derivatives, as well as rules regarding the registration of, and capital, margin and business conduct standards for, swap dealers and major swap participants. U.S. regulators have issued numerous regulations governing the derivatives markets as contemplated by the Dodd-Frank Act. Under the Dodd-Frank Act, with certain exceptions, our entities that are swap dealers or major swap participants will be required to register with the CFTC, and will become subject to capital, margin, business conduct, recordkeeping and other requirements. Also, under the so-called swap “push-out” provisions of the Dodd-Frank Act, the derivatives activities of FDIC-insured banks and uninsured U.S. branches of non-U.S. banks, such as Rabobank N.A. and the New York Branch, respectively, will be restricted.

Additionally, the Dodd-Frank Act requires systemically important non-bank financial companies and large, interconnected financial institutions, including any non-U.S. bank with U.S.\$50 billion or more in total consolidated assets that has a branch or agency in the U.S. (such as the Rabobank Group) to prepare and periodically submit to the Federal Reserve, the FDIC and the FSOC a plan for such company’s rapid and orderly resolution in the event of material financial distress or failure. The resolution plan requirements have been implemented through regulations issued by the Federal Reserve and the FDIC that establish rules and requirements regarding the submission and content of a resolution plan and procedures for review by the Federal Reserve and the FDIC. The Federal Reserve and the FDIC must determine that a company’s resolution plan is credible and would facilitate an orderly resolution of the company. A company that fails to submit a credible resolution plan may be subject to a range of measures imposed by the Federal Reserve and the FDIC, including more stringent capital, leverage or liquidity requirements; restrictions on growth, activities or operations; and requirements to divest assets or operations, as directed by the Federal Reserve and the FDIC.

Implementation of the Dodd-Frank Act and related final regulations could result in significant costs and potential limitations on or reorganisation of the Rabobank Group’s businesses and results of operations.

CAPITALISATION OF RABOBANK GROUP

The following table sets forth in summary form Rabobank Group's consolidated own funds and consolidated long-term and short-term debt securities at 31 December 2013 and at 31 December 2012:

	At 31 December	
	2013	2012
	<i>(in millions of euros)</i>	
Capitalisation of Rabobank Group		
Equity of Rabobank Nederland and local Rabobanks	24,641	25,311
Equity instruments issued directly		
Rabobank (Member) Certificates	5,823	6,672
Capital Securities	7,029	7,114
	<u>12,852</u>	<u>13,786</u>
Equity instruments issued by subsidiaries		
Capital Securities	236	236
Trust Preferred Securities III to VI	1,269	1,340
	<u>1,505</u>	<u>1,576</u>
Other non-controlling interests	1,039	1,407
Total equity	<u>40,037</u>	<u>42,080</u>
Subordinated debt	7,815	5,407
Long-term debt securities in issue	140,946	161,860
Short-term debt securities in issue	54,415	61,476
Total capitalisation	<u>243,213</u>	<u>270,823</u>
Breakdown of reserves and retained earnings		
Revaluation reserve – available-for-sale financial assets	282	420
Revaluation reserve – pensions	(3,251)	(2,493)
Other reserves	(497)	(73)
Retained earnings	28,107	27,457
Total reserves and retained earnings	<u>24,641</u>	<u>25,311</u>

There has been no material change in the capitalisation of Rabobank Group since 31 December 2013.

TAXATION

General

The following summary describes the principal Austrian, Belgian, Danish, Dutch, Finnish, French, German, Irish, Italian, Luxembourg, Norwegian, Portuguese, Spanish, Swedish, Swiss, United Kingdom and U.S. tax consequences of the acquisition, holding, redemption and disposal of Notes, which term, for the purpose of this summary, includes Coupons, Receipts and Talons. This summary does not purport to be a comprehensive description of all Austrian, Belgian, Danish, Dutch, Finnish, French, German, Irish, Italian, Luxembourg, Norwegian, Portuguese, Spanish, Swedish, Swiss, United Kingdom and U.S. tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Notes. Each prospective Noteholder should consult a professional adviser in respect of the tax consequences of an investment in the Notes. The discussion of certain Austrian, Belgian, Danish, Dutch, Finnish, French, German, Irish, Italian, Luxembourg, Norwegian, Portuguese, Spanish, Swedish, Swiss, United Kingdom and U.S. taxes set forth below is included for general information purposes only.

This summary is based on the Austrian, Belgian, Danish, Dutch, Finnish, French, German, Irish, Italian, Luxembourg, Norwegian, Portuguese, Spanish, Swedish, Swiss, United Kingdom and U.S. tax legislation, published case law, treaties, rules, regulations and similar documentation in force as of the date of this Base Prospectus, without prejudice to any amendments introduced at a later date and implemented with retroactive effect.

1 Austria

Income tax

General

Pursuant to section 27 of the Austrian Income Tax Act (*Einkommensteuergesetz*, “**EStG**”) investment income comprises the following types of income:

- (a) income from the making available of capital pursuant to section 27(2) EStG, including interest on bonds;
- (b) income from realised increases in value pursuant to section 27(3) EStG, including capital gains from the sale, redemption and other realisation of assets that lead to income from the making available of capital, broken-period (accrued) interest as well as the balance between the redemption price and the issue price in the case of zero coupon bonds; and
- (c) income from derivatives pursuant to section 27(4) EStG, including cash settlements, option premiums received and income from the sale or other realisation of forward contracts like options, futures and swaps and other derivatives such as index certificates.

The taxable capital gain is the difference between the sales price or redemption/settlement amount and the acquisition costs, in each case including accrued interest. Unless the Notes are held as business assets, ancillary acquisition expenses cannot be taken into account upon determining the tax basis.

In addition, the withdrawals of the Notes from a bank deposit as well as circumstances leading to Austria losing its right to taxation regarding the Notes vis-à-vis other countries, e.g. a relocation from Austria, are in general deemed to constitute a sale pursuant to section 27(6)(1) EStG which may give rise to the taxation of the difference between the fair market value at the time of withdrawal or, respectively, Austria’s loss of taxation right and the acquisition costs of the Notes unless specified exemptions are fulfilled; in particular, if information regarding the Notes is provided to the new depository.

According to the view taken by the Austrian Ministry of Finance (*Bundesministerium für Finanzen*, “BMF”), all types of certificates, including index certificates, discount certificates as well as turbo certificates fall within the category of income for derivatives in the meaning of section 27(4) EStG (BMF, Guidelines on the Austrian Income Tax *Einkommensteuerrichtlinien 2000*, “EStR”, para 6173 and 6203). As a result, in case of certificates the difference between the acquisition costs and the sale or repurchase price, settlement amount or redemption amount (the amount of which may depend on the development of the reference underlying) constitutes income from derivatives.

Resident holders

Pursuant to Austrian tax law, individuals with a domicile or habitual abode in Austria and corporate entities with their legal seat or effective place of management in Austria are regarded as residents. Regarding individuals the following summary addresses only private investors, unless explicitly stated otherwise.

Resident individual investors

Individuals resident in Austria for tax purposes holding Notes as non-business assets are subject to Austrian income tax with any resulting income from the Notes, including interest, capital gains as well as any income from derivatives. If income is received via an Austrian paying agent (*kuponauszahlende Stelle*) (in case of interest income) or via an Austrian custodian agent (*depotführende Stelle*) or in its absence via an Austrian paying agent which has executed the transaction in connection with the depository and is involved in the transaction (in case of capital gains and income from derivatives) such income will generally be subject to withholding tax on investment income (*Kapitalertragsteuer*) at a flat rate of 25 per cent. The flat income tax rate is subject to the Notes being legally and factually offered to an indefinite number of persons. According to the BMF’s view (EStR, para 6225a) the special rate of 25 per cent. only applies in respect of income from derivatives if in addition to the public placement such income derives from securities that securitise a receivable. Otherwise, income will have to be included in the investor’s income tax return and will be subject to the individual’s progressive income tax rate of up to 50 per cent. For a private individual investor resident in Austria such withholding tax levied on investment income is final (*Endbesteuerung* – “**Final Taxation**”), i.e. such income does not have to be included in the investor’s individual income tax return (except in case of an exercise of the option for taxation at regular income tax rates or the option for setting-off losses). In case income is received via a non-Austrian paying agent (in case of interest income) or a non-Austrian custodian agent (in case of capital gains and income from derivatives), any income from the Notes has to be included in the investor’s income tax return and will be taxed at a flat income tax rate of 25 per cent. (with certain exceptions if the Notes are held with a Swiss credit institution or a Liechtenstein paying agent based on the respective tax treaty). Therefore, such taxation is equivalent to Final Taxation. Subject to certain restrictions, a set-off (but no carry-forward) of losses is available among income from investment (but not with any other types of the investor’s income). For such loss offset generally the investor must opt for assessment to income tax. In case of an Austrian depository, the setting-off of losses has to be effected by the depository for all deposits held by the taxpayer with that Austrian depository.

Individuals resident in Austria for tax purposes holding the Notes as business assets are likewise subject to Austrian income tax with any income resulting from the Notes, including any interest, capital gains as well as income from derivatives. If such income is received via an Austrian paying agent (in case of interest income) or via an Austrian custodian agent or in its absence via an Austrian paying agent which has executed the transaction in connection with the depository and is involved in the transaction (in case of capital gains and income from derivatives) such income will generally be subject to withholding tax on investment income at a flat rate of 25 per cent. The flat income tax rate is subject to the Notes being legally and factually offered to an indefinite number of persons. According to the BMF’s view (EStR, para 6225a), the special rate of 25 per cent. only applies in respect of income from derivatives if in addition to the public placement such income derives from securities that securitise a receivable. The restrictions in respect of Notes that have not been

legally and factually offered to an indefinite number of persons apply *mutatis mutandis*. Such withholding tax levied on investment income has the effect of Final Taxation only for income from the making available of capital; income from capital gains as well as income from derivatives must on the other hand be included in the investor's income tax return and will nevertheless be subject to 25 per cent. Austrian income tax. In case income is received via a non-Austrian paying agent (in case of interest income) or a non-Austrian custodian agent (in case of capital gains and income from derivatives), any income from the Notes has to be included in the investor's income tax return and will likewise be taxed at a flat income tax rate of 25 per cent. (with certain exceptions if the Notes are held with a Swiss credit institution or a Liechtenstein paying agent based on the respective Tax Treaty). An offset of losses is allowed insofar as impairment as well as losses incurred in the course of the sale, redemption or repayment of the Notes are to be offset primarily with positive income from capital gains from assets within the meaning of sections 27(3) and (4) EStG as well as with the reversal of impairments from these assets. Half of any remaining loss can be offset with other income realised by the individual taxpayer. Any such amount not offset will be part of the tax loss carry forwards.

Individuals may apply for taxation at the progressive income tax rate (especially if the individual's average income tax rate is below 25 per cent.). In that case, the withholding tax on investment income will be treated as a prepayment on income tax and the withholding tax on investment income is credited against the investor's income tax liability or refunded for the respective year.

Resident corporate investors

A corporation resident in Austria for tax purposes will be subject to Austrian corporate income tax at a rate of 25 per cent. on any income resulting from the Notes, including interest, capital gains as well as income from derivatives. In addition, the 25 per cent. withholding tax applies if such income is paid out via an Austrian paying agent or an Austrian custodian agent.

The withholding tax is not final, but credited against the corporate income tax liability for the respective year. A corporate investor may file an exemption declaration pursuant to section 94(5) EStG in order to avoid withholding tax on investment income. On the level of an Austrian resident corporate investor the restrictions on the offset of losses outlined above do not apply. Any loss resulting from investment income can be offset with any other income earned by the corporate investor. A carry forward of tax losses to future taxation period is allowed under general rules.

Risk of qualification as units in a non-Austrian Investment Fund

Pursuant to section 188 of the Austrian Investment Funds Act (*Investmentfondsgesetz*, “InvFG”) prior to its amendment by the Austrian Alternative Investment Funds Manager Act, Federal Gazette No I 135/2013) a non-Austrian investment fund was defined as any assets subject to a foreign jurisdiction which, irrespective of the legal form they are organised in, are invested according to the principles of fund risk diversification on the basis either of a statute, of the entity's articles or of customary exercise. Certain collective investment vehicles investing in real estate are exempt. The Austrian tax authorities commented upon the distinction between index certificates of foreign issuers on the one hand and foreign investment funds on the other hand in the Austrian Investment Funds Act Guidelines. Pursuant thereto, no foreign investment fund may be assumed if for purposes of the issuance no predominant actual purchase of the underlying assets by the issuer or a trustee of the issuer, if any, is made and no actively managed assets exist. Directly held bonds should not be considered as foreign investment funds if the performance of the bonds depends on an index, irrespective of whether the index is a recognised index, an individually composed index with fixed components or an index subject to modification at any time (BMF, Investment Fund Guidelines 2008 (*Investmentfondsrichtlinien* 2008) para 267). Special rules apply with respect to hedge-index funds.

In the course of the implementation of the Alternative Investment Funds Managers Directive (EC Directive 2011/61/EU) into domestic law, the definition of the term non-Austrian investment fund was significantly

amended and now comprises (a) any Undertakings for Collective Investments in Transferable Securities (UCITS), the country of origin of which is not Austria, (b) any Alternative Investment Fund in the sense of the Austrian Alternative Investment Funds Managers Act – other than Alternative Investment Funds (AIF) in real estate –, the country of origin of which is not Austria, and (c) unless such vehicle is either a UCITS fund or an AIF as described above, any organism subject to a foreign jurisdiction, irrespective of its legal form, the assets of which are invested according to the principles of fund risk diversification on the basis of a statute, of the entity's articles or of customary exercise provided that one of the following criteria is given: (a) the vehicle is in its residence state effectively – neither directly nor indirectly – subject to tax which is comparable to Austrian corporate income tax; (b) although the foreign vehicle is in its residence state subject to tax which is comparable to Austrian corporate income tax such foreign tax is lower than Austrian corporate income tax (25 per cent.) by more than 10 basis points; or (c) the vehicle is subject to a comprehensive individual or factual tax exemption in its residence state.

Pursuant to section 2(1)(2) of the Austrian Alternative Investment Funds Manager Act, an alternative investment fund is defined as an collective investment undertaking, including investment compartments thereof, that (a) raises capital from a number of investors with a view to investing it in accordance with defined investment policy for the benefit of those investors without providing the capital raised serving active operating activities and (b) does not require an authorisation pursuant to article 5 of Directive 2009/65/EC. The amended definition of the term non-Austrian investment fund became legally effective for business years of investment funds starting after 21 July 2013. Due to the lack of an update by the BMF, it is currently not clear whether the distinction described above between index certificates offered by foreign Issuers on the one hand and foreign investment funds on the other hand does still apply. The risk of the qualification of the Notes as units in a non-Austrian investment fund must be assessed on a case-by-case basis.

Non-resident holders

Pursuant to Austrian tax law, individuals with no domicile or habitual abode in Austria and corporate entities with no legal seat or effective place of management in Austria are regarded as non-residents.

Pursuant to section 98(5) EStG interest, capital gains and income from derivatives received under the Notes by non-residents for tax purposes are not subject to Austrian (corporate) income tax unless such income is attributable to an Austrian permanent establishment of the non-resident investor. An Austrian paying or custodian agent may abstain from levying 25 per cent. withholding tax under the conditions set forth in section 94(13) EStG which, *inter alia*, requires that a non-Austrian resident individual investor has to prove his or her non-resident status for tax purposes to the Austrian paying or custodian agent by presenting an official identification card and providing his/her address.

As of January 1, 2015, a new provision, introduced with the Tax Code Amendment Act 2014 (*Abgabenänderungsgesetz 2014*, Federal Gazette No I 13/2014) provides for a limited (corporate) income tax liability for interest in the sense of the Austrian EU Withholding Tax Act (*EU-Quellensteuergesetz*) if Austrian withholding tax is levied. Such limited (corporate) income tax liability does, however, not comprise interest earned by investors which are within the scope of the Austrian EU Withholding Tax Act as well as interest the debtor of which neither has its domicile, its effective place of management nor its legal seat in Austria nor is an Austrian branch of a foreign credit institution. Reference is made to the exemption from Austrian withholding tax pursuant to section 94(5) of the Austrian Income Tax Act.

If interest is paid by an Austrian paying agent or by the Issuer directly to an EU-resident, the principles of the EU Savings Tax Directive apply (please see below). The holding of the Notes in a clearing system has no influence on the tax treatment of the actual holder.

EU withholding tax

Sec 1 of the Austrian EU Withholding Tax Act – implementing Council Directive 2003/48/EC of 3 June 2008 on taxation of savings income in the form of interest payments – provides that interest payments paid or credited by an Austrian paying agent (*Zahlstelle*) to a beneficial owner who is an individual resident in another EU member state (or in certain dependent or associated territories) are subject to EU withholding tax (*EU-Quellensteuer*) of 35 per cent. Sec 10 of the Austrian EU Withholding Tax Act provides for an exemption from EU withholding tax if the beneficial owner presents to the paying agent a certificate drawn up in his/her name by the competent authority of his/her member state of residence for tax purposes, indicated the name, address and tax or other identification number or, failing such, the date and place of birth of the beneficial owner, the name and address of the paying agent, and the account number of the beneficial owner or, where there is none, the identification of the security; such certificate shall be valid for a period not exceeding three years. It is expected that changes to the EU Withholding Tax Act – implementing Council Directive 2014/48/EU of 24 March 2014 amending Directive 2003/48/EC on taxation of savings income in the form of interest payments – will enter into effect by 1 January 2017.

Tax treaties Austria/Switzerland and Austria/Liechtenstein

The Treaty between the Republic of Austria and the Swiss Confederation on Cooperation in the Areas of Taxation and Capital Markets and the Treaty between the Republic of Austria and the Principality of Liechtenstein on Cooperation in the Area of Taxation provide that a Swiss, respectively Liechtenstein, paying agent has to withhold a tax amounting to 25 per cent. on, *inter alia*, interest income, dividends and capital gains from assets booked with an account or deposit of such Swiss, respectively, Liechtenstein, paying agent, if the relevant holder of such assets (i.e. in general individuals on their own behalf and as beneficial owners of assets held by a domiciliary company (*Sitzgesellschaft*)) is tax resident in Austria. The same applies to such income from assets managed by a Liechtenstein paying agent if the relevant holder of the assets (i.e. in general individuals as beneficial owners of a transparent structure or individuals receiving contributions from an intransparent structure) is tax resident in Austria. For Austrian income tax purposes, this withholding tax has the effect of final taxation regarding the underlying income if the Austrian Income Tax Act provides for the effect of final taxation for such income. The treaties, however, do not apply to interest covered by the agreements between the European Community and the Swiss Confederation, respectively, the Principality of Liechtenstein, regarding Council Directive 2003/48/EC on taxation of savings income in the form of interest payments. The taxpayer can opt for voluntary disclosure instead of the withholding tax by expressly authorising the Swiss, respectively Liechtenstein, paying agent to disclose to the competent Austrian authority the income which subsequently has to be included in the tax return.

Inheritance and gift tax

No inheritance or gift tax is currently imposed in Austria. Certain transfers that are made on a gratuitous basis have to be notified to the authorities. A violation of such notifications falls within the scope of the Fiscal Crime Act and may in case of an intentional violation of the notification obligation lead to the levying of fines of up to 10 per cent. of the fair market value of the assets transferred. In addition, certain gratuitous transfers of assets to (Austrian or foreign) private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen*) are subject to Austrian foundation transfer tax (*Stiftungseingangssteuergesetz*). Such tax is triggered if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat or their place of effective management in Austria.

Further, it should be noted that gratuitous transfers of the Notes may trigger income tax on the level of the transferor pursuant to section 27(6)(1) of the Austrian Income Tax Act (see above).

2 Belgium

The following summary describes the principal Belgian tax considerations in respect of the holding of the Notes.

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 Notes. In some cases, different rules can be applicable. This summary does not describe the tax consequences for a holder of Notes that are redeemable in exchange for, or convertible into, underlying assets of the exercise, settlement or redemption of such Notes. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.

Each prospective holder of Notes should consult a professional adviser in respect of the tax consequences of an investment in the Notes, 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 Notes as a private investment are subject to the following income tax treatment in Belgium in respect of the Notes. Other tax rules apply to Belgian resident individuals holding the Notes not as a private investment but in the framework of their professional activity or when the transactions in respect of the Notes fall outside the scope of the normal management of their own private estate.

Under Belgian tax law, “interest” income includes (a) periodic interest income, (b) any amount paid by the Issuer in excess of the issue price (whether or not on the maturity date) and (c) if the Notes qualify as “fixed income securities” (in the meaning of Article 2. §1,8° Belgian Income Tax Code), in the case of a realisation of the Notes 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” are defined as bonds, specific debt certificates issued by banks (*kasbon/bon de caisse*) and other similar securities, including securities where income is capitalised or securities which do not generate a periodic payment of income but are issued with a discount corresponding to the capitalised interest up to the maturity date of the security. The Belgian tax administration considers that structured products the return of which is linked to an underlying value (share basket, index, etc.) qualify as “fixed income security” if the terms and conditions include one or more of the following features (a) a (conditional) minimum return, (b) capital amount protection, (c) a periodic coupon payment or (d) calculation of the income relating to a certain period using a “ratchet” system.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 25 per cent. 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 Notes in their personal income tax return, provided withholding tax was levied on these interest payments. They may nevertheless elect to declare interest in respect of the Notes in their personal income tax return.

If no Belgian withholding tax has been withheld (e.g. because the interest is paid outside Belgium without the intervention of a Belgian paying agent or because it concerns the pro rata of accrued interest in the case of a sale of the Notes), the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return.

Interest income which is declared in the annual personal income tax return will in principle be taxed at a flat rate of 25 per cent. (or at the progressive personal tax rate taking into account the taxpayer’s other declared

income, whichever is more beneficial). If the interest payment is declared, any withholding tax retained may be credited.

Capital gains realised upon the sale of the Notes are in principle tax exempt, except if the capital gains are realised outside the scope of the management of one's private estate or except to the extent that the capital gains qualify as interest (as defined above). Capital losses are in principle not tax deductible.

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 in respect of the Notes.

Interest derived by Belgian resident investors on the Notes and capital gains realised on the Notes will be subject to Belgian corporate income tax at the ordinary rate of 33.99 per cent. Capital losses on the Notes are in principle tax deductible.

Payments of interest (as defined in paragraph “*Resident individual private investors*” above) on the Notes made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). However, the interest on the Notes (except zero coupon Notes and other Notes 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 creditable and refundable in accordance with the applicable legal provisions.

Tax treatment of Organisations for Financing Pensions

Belgian pension fund entities that have the form of an Organisation for Financing Pensions (“**OFP**”) are subject to Belgian Corporate Income Tax (“*Vennootschapsbelasting/Impôt des sociétés*”). OFPs are subject to the following tax treatment in Belgium in respect of the Notes.

Interest derived on the Notes and capital gains realised on the Notes will not be subject to Belgian Corporate Income Tax in the hands of OFPs. Any Belgian withholding tax that has been levied on interest payments on the Notes 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 in respect of the Notes.

Payments of interest (as defined in paragraph “*Resident individual private investors*” above) on the Notes made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest. However, if no Belgian withholding tax has been withheld (e.g. because the interest is paid outside Belgium without the intervention of a Belgian paying agent or because it concerns the pro rata of accrued interest in the case of a sale of the Notes), the legal entity itself is required to declare and pay the Belgian 25 per cent. withholding tax to the Belgian treasury.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless and to the extent that they qualify as interest (as defined above). Capital losses on the Notes are in principle not tax deductible.

Tax treatment of Belgian non-residents

The interest income on the Notes 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 Notes paid through a Belgian professional intermediary is in principle subject to a 25 per cent. Belgian withholding tax, unless the holder of Notes 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 Notes 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 (a) is the owner of usufruct of the Notes, (b) has not allocated the Notes to business activities in Belgium and (c) delivers an affidavit confirming his non-resident status and the fulfilment of conditions (a) and (b) above.

If the holder of a Note is a Belgian branch of a foreign company to which the Notes are attributable, the rules applicable to Belgian corporations (see above) will apply. Non-resident holders of Notes who do not allocate the Notes 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.

EU Savings Directive

The EU has adopted a directive (European Council Directive 2003/48/EC) regarding the taxation of savings income (hereinafter “**Savings Directive**”). The Savings Directive requires EU Member States to provide to the tax authorities of other EU Member States details of payments of interest and other similar income paid by a person to (or for the benefit of) an individual or certain other persons resident in another EU Member State (hereinafter the “**Disclosure of Information Method**”), except that Austria and Luxembourg may instead impose a withholding system (hereinafter the “**Source Tax**”) for a transitional period (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld), unless during such period they elect otherwise. The Luxembourg government has announced its intention to elect out of the withholding system in favour of an automatic exchange of information with effect from 1 January 2015. The Austrian government has announced its intention to elect out of the withholding system in favour of an automatic exchange of information but no effective date has been announced. A number of third countries and territories have adopted similar measures to the Savings Directive.

On 24 March 2014, the EU Council of Ministers has adopted a Council Directive (the “**Amending Directive**”) pursuant to which Member States are required to extend the scope of the requirements of the Savings Directive described above to (among other things) (a) payments made under certain financial instruments and life insurance contracts that are considered equivalent to debt claims (b) certain payments that are made to entities or legal arrangements (such as trusts) established outside the EU, where an individual resident in a Member State other than that of the paying agent is regarded as the beneficial owner of that payment and (c) payments made to certain entities or legal arrangements established in the EU which are treated as paying agents on receipt of interest payments. The Amending Directive requires EU Member States to adopt national legislation necessary to comply with it by 1 January 2016, which legislation must apply from 1 January 2017.

Application of the EU Savings Directive to individuals not resident in Belgium

Interest paid or collected through Belgium on the Notes and falling under the scope of application of the Savings Directive is subject to the Disclosure of Information Method. Accordingly, a Belgian paying agent within the meaning of the Savings Directive will exchange information with the country of tax residence of the beneficial owner regarding interest payments as defined by the Directive. It concerns payments made to an individual, beneficial owner of the interest payments and resident in another EU Member State or resident in one of the associated and dependent territories. Residual entities (in the meaning of the Savings Directive) are subject to a specific regime. The communicated information will include the identity and residence of the

beneficial owner, the name and address of the paying agent, the account number of the beneficial owner and information concerning the interest payment. The exchange of information cannot be avoided by the submission of a certificate.

Application of the EU Savings Directive to individuals resident in Belgium

An individual resident in Belgium will be subject to the provisions of the EU Savings Directive if he receives interest payments from a paying agent (within the meaning of the EU Savings Directive) established in another EU member state, Switzerland, Liechtenstein, Andorra, Monaco, San Marino, Curaçao, Bonaire, Saba, Saint-Maarten and Saint-Eustatius (former Netherlands Antilles), Aruba, Guernsey, Jersey, the Isle of Man, Montserrat, the British Virgin Islands, the Cayman Islands, Anguilla or the Turks and Caicos Islands.

If the interest received by an individual resident in Belgium has been subject to a Source Tax, such Source Tax does not liberate the Belgian individual from declaring the interest income in the personal income tax declaration. The Source Tax will be credited against the personal income tax. If the Source Tax withheld exceeds the personal income tax due, the excess amount will be reimbursed, provided it amounts to at least euro 2.50.

Stock exchange tax and tax on repurchase transactions

A stock exchange tax will be levied on the purchase and sale in Belgium of the Notes on the secondary market through a professional intermediary. The tax is generally due at a rate 0.09 per cent. for transactions in debt instruments for purposes of the stock exchange tax and at a rate of 0.25 per cent. for transactions in other securities, with a maximum amount per transaction and per party of euro 650 for debt instruments and euro 740 for other securities (the rate of the tax and the maximum amount per transaction and per party for such other securities are due to be reduced back to 0.22 per cent. and euro 650 respectively as from 1 January 2015). A separate tax is due from each of the seller and the purchaser, both collected by the professional intermediary.

A tax on repurchase transactions (*taxe sur les reports*) at the rate of 0.085 per cent., subject to a maximum of euro 650 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, the tax on stock exchange transactions and the tax on repurchase transactions referred to above will not be payable by exempt persons acting for their own account, including non-residents (subject to certain formalities) and certain Belgian institutional investors, as defined in Articles 126-1.2 and 139 of the Code of various duties and taxes (*Code des droits et taxes divers*).

Tax on the physical delivery of bearer securities

A tax of 0.6 per cent. is levied upon the physical delivery of bearer securities pursuant to their acquisition on the secondary market through a professional intermediary. The same tax applies to the conversion of registered securities into bearer securities and to the physical delivery of bearer securities pursuant to a withdrawal of these securities from open custody.

The tax on the delivery of bearer securities 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 the case of conversion of registered securities into bearer securities. The tax is payable by the issuer, the professional intermediary or the custodian.

The physical delivery of bearer securities to recognised Belgian professional intermediaries (such as credit institutions), acting for their own account, is exempt from the above tax.

3 Denmark

As the Issuer is not resident in Denmark for tax purposes, payments of interest or principal on the Notes will not be subject to Danish withholding tax.

As a matter of Danish domestic tax law, payments of interest or principal made by a Danish borrower to a creditor under a loan are, as a rule, not subject to any Danish withholding tax. However, interest payments and certain principal payments made by a Danish borrower pursuant to an intra-group loan to an affiliated foreign company (as defined in Section 3B of the Danish Tax Control Act of 27 June 2011, as amended) are subject to a Danish withholding tax of 25 per cent., unless they fall under at least one of the following categories under Danish tax law:

- (a) the affiliated foreign creditor has a permanent establishment in Denmark to which such interest income is attributed;
- (b) withholding tax must be waived or reduced under the Interest/Royalty Directive (2003/49/EU), provided that the Danish borrower and the foreign creditor are associated as defined under this Directive for a consecutive period of a minimum of one year, during which the interest payments are effected;
- (c) withholding tax must be waived or reduced under a tax treaty to which Denmark is a party;
- (d) the affiliated foreign creditor is, directly or indirectly, controlled by a Danish parent company as defined in Section 31 C of the Danish Company Taxation Act for a consecutive period of a minimum of one year, during which the interest payments are effected;
- (e) the affiliated foreign creditor is controlled by an entity resident in a country that has concluded a tax treaty with Denmark, provided that such entity is subject to controlled foreign corporation (“CFC”) taxation on the interest payments pursuant to the CFC taxation rules of that country; or
- (f) the affiliated foreign creditor can demonstrate that the foreign taxation of the interest payments corresponds to at least three-quarters of the Danish corporate tax rate and it does not forward payments of interest to another foreign company which is taxed on such interest payments at a rate of less than three-quarters of the Danish corporate tax rate.

Payments may be subject to Danish withholding tax irrespective of the above if the beneficiary of the payments is not the beneficial owner (e.g. if the beneficiary of the payments reassigns the payments to a person or entity resident in a jurisdiction other than Denmark). However, this does also require that the Issuer is resident in Denmark for tax purposes.

4 Federal Republic of Germany

The following general overview does not consider all aspects of income taxation in the Federal Republic of Germany (“**Germany**”) that may be relevant to a Noteholder in the light of the Noteholder’s particular circumstances and income tax situation. This general overview is based on German tax laws and regulations, all as currently in effect and all subject to change at any time, possibly with retroactive effect.

Taxes on income and capital gains

German tax resident investors holding Notes as private assets

Taxation of income from the Notes

If the Notes are held as private assets (*Privatvermögen*) by an individual investor whose residence or habitual abode is in Germany, payments of interest under the Notes are generally taxed as investment income

(*Einkünfte aus Kapitalvermögen*) at a 25 per cent. flat tax (*Abgeltungsteuer*) (plus a 5.5 per cent. solidarity surcharge (*Solidaritätszuschlag*) thereon and, if applicable to the individual investor, church tax (*Kirchensteuer*)).

The same applies to capital gains from the sale or redemption of the Notes. The capital gain is generally determined as the difference between the proceeds from the sale or redemption of the Notes and the acquisition costs. Expenses directly and factually related (*unmittelbarer sachlicher Zusammenhang*) to the sale or redemption are taken into account in computing the taxable capital gain. Otherwise the deduction of related expenses for tax purposes is not permitted. In case of physical delivery of assets upon redemption of the Notes, generally the fair market value of the assets delivered will be taken into account when determining the amount of proceeds received from the redemption subject to the provisions on the rollover relief described below.

Where the Notes are acquired and/or sold in a currency other than euro, the acquisition costs will be converted into euro at the time of acquisition, the sales proceeds will be converted in euro at the time of sale, and only the difference will then be computed in euro.

In the case of Notes where the Issuer is entitled to physical delivery of shares or securities (*Wertpapiere*), the delivery of the shares or Notes may, depending on the relevant Final Terms of the Notes, not constitute a taxable event in respect of capital gain or losses built into the Notes at the time of the delivery (so-called rollover relief). In the case of the rollover relief being available, the acquisition costs the investor has in the Notes will generally be rolled over into acquisition costs of the shares or securities delivered. Any capital gains or losses built into the Notes would then be taxable upon the sale or redemption of the shares or securities delivered only.

The flat tax is generally collected by way of withholding (see paragraph “*Withholding tax*” below) and the tax withheld shall generally satisfy the individual investor’s tax liability in respect of the Notes. If, however, no or insufficient tax was withheld (e.g. in case there is no Domestic Paying Agent, as defined below) the investor will have to include the income received in respect of the Notes in its annual income tax return. The flat tax will then be collected by way of tax assessment. The investor may also opt for inclusion of investment income in its income tax return if the aggregated amount of tax withheld on investment income during the year exceeded the investor’s aggregated flat tax liability on investment income (e.g. because of available losses carried forward or foreign tax credits). If the investor’s individual income tax rate which is applicable on all taxable income including the investment income is lower than 25 per cent., the investor may opt to be taxed at individual progressive rates in respect of its investment income.

Capital losses from the sales or redemption of the Notes held as private assets should generally be tax-recognised irrespective of the holding period of the Notes. However, in the case where no (or only *de minimis*) payments are made to the Noteholders on the maturity or redemption date of the Notes, any capital losses might not be recognised by the German tax authorities. The same may apply if the notes are sold at a market price, which is lower than the transaction costs. Any tax-recognised capital losses may not be used to offset other income like employment or business income but may only be offset against investment income. Capital losses not utilised in one annual assessment period may be carried forward into subsequent assessment periods but may not be carried back into preceding assessment periods.

Individual investors are entitled to a saver’s lump sum tax allowance (*Sparer-Pauschbetrag*) for investment income of euro 801 per year (euro 1,602 jointly assessed investors). The saver’s lump sum tax allowance is also taken into account for purposes of withholding tax (see paragraph “*Withholding tax*” below) if the investor has filed a withholding tax exemption request (*Freistellungsauftrag*) with the respective Domestic Paying Agent. The deduction of related expenses for tax purposes is not permitted.

Withholding tax

The Issuer as non-German tax resident entity is not obligated to withhold or deduct taxes or other duties on capital and/or interest payments on the Notes on the date of this Base Prospectus.

If the Notes are however 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 “**Domestic Paying Agent**”) which pays or credits the interest, a 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, resulting in a total withholding tax charge of 26.375 per cent., is levied on the interest payments. The applicable withholding tax rate is in excess of the aforementioned rate if church tax is collected for the individual investor by way of withholding which in the case of interest received after 31 December 2014, is provided for as a standard procedure unless the individual investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

Capital gains from the sale or redemption of the Notes are also subject to the 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, if the Notes are kept or administered by a Domestic Paying Agent effecting the sale or redemption from the time of their acquisition. If the Notes were sold or redeemed after being transferred to a securities deposit account with a Domestic Paying Agent, 25 per cent. withholding tax (plus solidarity surcharge thereon) would be levied on 30 per cent. of the proceeds from the sale or the redemption, 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 current Domestic Paying Agent. The applicable withholding tax rate is in excess of the aforementioned rate if church tax is collected for the individual investor by way of withholding which in the case of proceeds received after 31 December 2014, is provided for as a standard procedure unless the individual investor has filed a blocking notice with the German Federal Central Tax Office.

German resident investors holding the Notes as business assets

Taxation of income from the Notes

If the Notes are held as business assets (*Betriebsvermögen*) by an individual or corporate investor which is tax resident in Germany (i.e. a corporation with its statutory seat or place of management in Germany), interest income and capital gains from the Notes are subject to personal income tax at individual progressive rates or corporate income tax (plus a 5.5 per cent. solidarity surcharge thereon and church tax, if applicable) and, in general, trade tax. The effective trade tax rate depends on the applicable trade tax factor (*Gewerbesteuer-Hebesatz*) of the relevant municipality where the business is located. In the case of individual investors the trade tax may, however, be partially or fully creditable against the investor’s personal income tax liability depending on the applicable trade tax factor and the investor’s particular circumstances.

In the case of physical delivery of assets upon redemption of the Notes, the delivery will constitute a taxable exchange where the difference between the fair market value of the Notes and the tax base of the Notes (i.e. generally book values) will be subject to personal income tax or corporate income tax and, in general, trade tax as described above. Unlike for German tax resident investors holding the Notes as private assets, no rollover relief will be available for German resident investors holding the Notes as business assets.

Capital losses from the sale or redemption of the Notes should generally be tax-recognised and may generally be offset against other income. It can however not be ruled out that certain Notes may be classified as derivative transactions (*Termingeschäfte*) for tax purposes. In this case, any capital losses from such Notes would be subject to a special ring-fencing provision and could generally only be offset against gains from other derivative transactions.

Withholding tax

The Issuer as non-German tax resident entity is not obligated to withhold or deduct taxes or other duties on capital and/or interest payments on the Notes on the date of this Base Prospectus.

If the Notes are however kept or administered by a Domestic Paying Agent which pays or credits the interest, a 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, resulting in a total withholding tax charge of 26.375 per cent., is generally levied on the interest payments. The applicable withholding tax rate is in excess of the aforementioned rate if church tax is collected for the individual investor by way of withholding which in the case of interest received after 31 December 2014, is provided for as a standard procedure unless the individual investor has filed a blocking notice with the German Federal Central Tax Office.

No withholding is generally required on capital gains from the disposal or redemption of the Notes which is derived by German resident corporate investors and, upon application, by individual investors holding the Notes as assets of a German business, subject to certain requirements.

Any capital losses incurred from the disposal or redemption of the Notes will not be taken into account for withholding tax purposes. The withholding tax does not satisfy the investor's personal or corporate income tax liability in respect of the Notes. The income from the Notes will have to be included in the investor's personal or corporate income tax return.

Any German withholding tax (including surcharges) is generally fully creditable against the investor's personal or corporate income tax liability or refundable, as the case may be.

Non-German tax resident Investors

Income derived from the Notes by investors who are not tax resident in Germany is in general not subject to German income taxation, and no withholding tax shall be withheld, unless (a) the Notes are held as business assets of a German permanent establishment of the investor or by a permanent German representative of the investor, (b) the income derived from the Notes does otherwise constitute German source income (such as income from the letting and leasing of certain property located in Germany) or (c) the income is paid by a Domestic Paying Agent against presentation of the Notes or interest coupons (so-called over-the-counter transaction, *Tafelgeschäfte*).

If the income derived from the Notes is subject to German taxation according to sub-paragraphs (a) to (c) above, the income is subject to German income taxation and withholding tax similar to that described above for German tax residents. Under certain circumstances, foreign investors may benefit from tax reductions or tax exemptions under applicable double tax treaties (*Doppelbesteuerungsabkommen*) entered into with Germany.

Inheritance tax and gift tax

The transfer of Notes to another person by way of gift or inheritance may be subject to German gift or inheritance tax, respectively, if, *inter alia*:

- (a) the testator, the donor, the heir, the donee or any other acquirer had his residence, habitual abode or, in case of a corporation, association (*Personenvereinigung*) or estate (*Vermögensmasse*), has its seat or place of management in Germany at the time of the transfer of property; and
- (b) except as provided under paragraph (a) above, the testator's or donor's Notes belong to business assets attributable to a permanent establishment or a permanent representative in Germany.

Special regulations may apply to certain German expatriates.

Prospective Noteholders are urged to consult with their tax adviser to determine the particular inheritance or gift tax consequences in light of their particular circumstances.

Other taxes

The purchase, sale or other disposal of Notes does not give rise to capital transfer tax, value added tax, stamp duties or similar taxes or charges in Germany. However, under certain circumstances entrepreneurs may choose liability to value added tax with regard to the sales of Notes to other entrepreneurs which would otherwise be tax exempt. Net wealth tax (*Vermögensteuer*) is, at present, not levied in Germany.

EU Savings Tax Directive

On 3 June 2003, the European Union Council adopted the directive 2003/48/EC regarding the taxation of savings income (the “**Savings Directive**”). The Savings Directive is effective as from 1 July 2005 and was modified by Directive 2014/48/EU as of 24 March 2014. Under the Savings Directive each EU Member State is required to provide to the tax authorities of another EU Member State details of payments of interest or other similar income paid by a person within its jurisdiction to an individual resident in that other Member State and certain other recipients. Austria and Luxembourg may instead apply a withholding system for a transitional period in relation to such payments, deducting tax at rates rising over time to 35 per cent. The transitional period commenced on 1 July 2005 and terminates at the end of the first fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). The Luxembourg government has announced its intention and undertaken first steps to elect out of the withholding system in favour of an automatic exchange of information with effect as from 1 January 2015. In addition, also Austria has undertaken to implement an automatic exchange of information in the future (with no concrete date of implementation given at the moment).

Similar provisions may apply under agreements entered into pursuant to the Savings Directive in respect of interest payments made by persons within the jurisdiction of certain territories, not being Member States to individuals resident in Member States, and, in some cases, vice versa.

On 24 March 2014 the Council of the European Union adopted Directive 2014/48/EU which will, when implemented, amend and broaden the scope of the requirements described above. Directive 2014/48/EU will expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities, and the circumstances in which payments must be reported or paid subject to withholding. For example, payments made to (or for the benefit of) (a) an entity or legal arrangement effectively managed in an EU Member State that is not subject to effective taxation, or (b) a person, entity or legal arrangement established or effectively managed outside of the EU (and outside any third country or territory that has adopted similar measures to the Savings Directive) which indirectly benefit an individual resident in an EU Member State, may fall within the scope of the Savings Directive, as amended. Directive 2014/48/EU requires EU Member States to adopt national legislation necessary to comply with it by 1 January 2016, which legislation must apply from 1 January 2017.

Prospective Noteholders who are in any doubt as to their position should consult their own tax advisers.

The proposed financial transactions tax

The European Commission had published a proposal for a Directive for a common financial transaction tax in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”).

The proposed financial transaction tax has very broad scope and could apply to certain dealings in financial instruments (including secondary market transactions) in certain circumstances. The issuance and subscription of financial instruments should, however, be exempt.

Under current proposals the financial transaction could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in financial instruments 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.

According to a recent press announcement of the EU Council, ten participating Member States, including Germany, intend to introduce an amended financial transaction tax as of 1 January 2016. Compared to the original proposal, the new proposal for a financial transaction tax has a limited scope only with respect to the financial instruments concerned and shall only apply to shares and certain derivatives. Even though the scope of the current proposal for a financial transaction tax is limited, it cannot be excluded that the Notes might fall within the scope of such proposal if the Notes qualify as derivatives within this meaning.

However, many details remain unclear and the currently proposed financial transaction tax might also be altered again prior to any implementation. The financial transaction tax proposal remains subject to negotiation between the participating Member States and was (and most likely will be) the subject of legal challenge. Additional EU Member States may decide to participate. Prospective holders of Notes are advised to seek their own professional advice in relation to the financial transaction tax.

5 Finland

The following summary relates only to Finnish withholding tax issues in respect of payments made under the Notes to persons who are generally liable to tax on Finland (i.e. persons that are resident in Finland for tax purposes). The summary does not deal with any other Finnish tax implications of acquiring, holding or disposing of the Notes. Investors are advised to seek professional advice relating to other tax implications in respect of acquiring, holding or disposing of the Notes.

As the Issuer is not resident in Finland for tax purposes, there is no Finnish withholding tax (*fi. lähdevero*) applicable to the payments made by the Issuer in respect of the Notes. However, Finland operates a system of preliminary taxation (*fi. ennakonpidätysjärjestelmä*) to secure payment of taxes in certain circumstances. In the context of the Notes, a tax of 30 per cent. will be deducted and withheld from all payments that are treated as interest or as compensation comparable to interest, including gains arising from the redemption (but not the disposal) of the Notes, when such payments are made by a Finnish Paying Agent to individuals. Such preliminary tax (*fi. ennakonpidätys*) will be used for the payment of the individual’s final taxes (i.e. they will be credited against the individual’s final tax liability).

6 France

This summary addresses only certain French tax consequences of the purchase, ownership, redemption and disposal of the Notes. In particular, it does not address the tax treatment of Noteholders who are subject to special rules, such as partnerships, trusts or regulated investment companies, international organisations, banks or other financial institutions, and insurance companies, among others.

The tax treatment described below is based on the assumption that (a) the Issuer is not French resident for French tax purposes and is not acting from a French branch, permanent establishment or other fixed place of business in France in connection with the Notes and (b) the Notes will be characterised as bonds (obligations)

or other similar debt securities under French law. Prospective investors are urged to consult their own tax advisers as to the French and foreign tax treatment especially in light of their particular circumstances.

EU Savings Directive

The Savings Directive has been implemented in French law by Article 242 *ter* of the French Tax Code (*Code général des impôts*) (the “**FTC**”) and Articles 49 I *ter* to 49 I *sexies* of Appendix III to the FTC. Article 242 *ter* of the FTC imposes on paying agents based in France an obligation to report to the French tax authorities certain information in respect of interest payments, including redemption premiums, in respect of debt claims of every kind, made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

Stamp duty

The purchase or sale of Notes is not subject to registration or stamp duty in France. However, the following may be relevant in connection with Notes which are settled or redeemed by way of physical delivery of French shares (or certain assimilated securities):

- (a) the disposal of French shares for consideration is, in principle, subject to a 0.1 per cent. transfer tax (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;
- (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 1 December of the previous calendar year). The French Financial Transaction Tax rate is 0.2 per cent. of the acquisition price of the transaction; and
- (c) if the French Financial Transaction Tax applies to a transaction, an exemption in respect of the French Transfer Tax is applicable.

Withholding taxes

Non-resident holders of Notes

To the extent that the Issuer is not domiciled or established in France, and does not fall to be treated as resident in France for tax purposes, the payments made on the Notes to a beneficial holder which is not a French resident for tax purposes and does not hold the Notes in connection with a permanent establishment or a fixed base in France will not be subject to a withholding tax (*retenue à la source*) in France.

Resident holders of Notes

Prospective purchasers of the Notes who are French resident for tax purposes or who would hold such Notes through a permanent establishment or fixed base in France should be aware that transactions involving the Notes, including any purchase or disposal of, or other dealings in, the Notes, may have French tax consequences. The tax consequences regarding interest, premium on redemption and capital gains in particular may depend, amongst other things, upon the status of the prospective purchaser (i.e. legal entities or individuals).

Pursuant to Article 9 of 2013 Finance Law (*loi n°2012-1509 du 29 décembre 2012 de finances pour 2013*), subject to certain exceptions, interest and other similar revenues paid by a paying agent established in France or, under certain conditions, in the European Union or in a State which is a member of the European Economic Area and which has entered into a convention providing for administrative assistance with a view to combating tax fraud and avoidance, and received from 1 January 2013 by individuals who are fiscally

domiciled in France, are subject to a 24 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5 per cent. on interest and other similar revenues paid by paying agents established in France to individuals who are fiscally domiciled in France.

7 Ireland

The following is a summary based on the laws and practices currently in force in Ireland of certain matters regarding the tax position of investors who are the absolute beneficial owners of their Notes and should be treated with appropriate caution. Particular rules may apply to certain classes of taxpayers holding Notes including dealers in securities and trusts. The summary does not constitute tax or legal advice and the comments below are of a general nature only. It does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Notes. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Withholding tax

Tax at the standard rate of income tax (currently 20 per cent.) is required to be withheld from payments of Irish source interest. An Issuer will not be obliged to withhold tax from payments of interest on the Notes so long as such payments do not constitute Irish source income. Interest and premium paid on the Notes may be treated as having an Irish source if:

- (a) the Issuer is resident in Ireland for tax purposes;
- (a) the Issuer is not resident in Ireland for tax purposes but the register for the Notes is maintained in Ireland or if the Notes are in bearer form the Notes are physically held in Ireland; or
- (b) the assets relating to the Notes are attributed to an Irish branch or agency of the Issuer.

It is anticipated that (i) the Issuer is not and will not be resident in Ireland for tax purposes; (ii) the Issuer will not have a branch or permanent establishment in Ireland to which the assets relating to the Notes are attributed; (iii) bearer Notes will not be physically located in Ireland; and (iv) the Issuer will not maintain a register of any registered Notes in Ireland.

Encashment tax

In certain circumstances, Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) from interest on any interest paid on Notes issued by a company not resident in Ireland, where such interest is collected or realised by a bank of encashment agent in Ireland on behalf of any Noteholder who is Irish resident.

Encashment tax does not apply where the Noteholder is not resident in Ireland and has made a declaration in the prescribed form to the encashment agent or bank.

EU Savings Directive

Ireland has implemented the EC Council Directive 2003/48/EC on the taxation of savings income into national law. Accordingly, any Irish paying agent making an interest payment on behalf of the Issuer to an individual or certain residual entities resident in another Member State of the European Union or certain associated and dependent territories of a Member State will have to provide details of the payment and certain details relating to the Noteholder (including the Noteholder's name and address) to the Irish Revenue Commissioners who in turn are obliged to provide such information to the competent authorities of the state or territory of residence of the individual or residual entity concerned.

8 Italy

The following is a summary of current Italian law and practice relating to the taxation of the Notes. The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. This summary takes into account the law amendments enacted through Law Decree 24 April 2014, No. 66 published in the Official Gazette of 24 April 2014 (the “**Decree No. 66/2014**”) converted with amendments by Law No. 89 of 23 June 2014.

The Issuer will not update this summary to reflect changes in laws and if such a change occurs, the information in this summary could become invalid.

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 Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

In particular, this summary does not address possible application of Italian anti-tax avoidance rules or general anti-abuse principles possibly associated with the investment in the Notes.

This summary does not describe the tax consequences for a holder of the Notes where physical delivery applies and, in particular, in respect of Notes that are redeemable in exchange for, or convertible into, shares, of the exercise, settlement or redemption of such Notes and/or any tax consequences after the moment of exercise, settlement or redemption.

With regard to certain innovative or structured financial instruments there is currently neither case law nor comments of the Italian tax authorities as to the tax treatment of such financial instruments. Accordingly, it cannot be excluded that the Italian tax authorities and courts or Italian intermediaries may adopt a view different from that outlined below.

Prospective purchasers are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Notes.

Tax Treatment of the Notes

Notes qualified as bonds or debentures similar to bonds

Legislative Decree No. 239 of 1 April 1996, as subsequently amended, (“**Decree No. 239**”) provides for the applicable regime in respect of the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price (“**Interest**”)) from Notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) issued, *inter alia*, by non-Italian resident issuers. For this purpose, securities similar to bonds are debt instruments implying a “use of capital” issued in mass that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and that do not allow a direct or indirect participation in the management of the issuer.

Italian resident Noteholders

Where the Italian resident Noteholder who is the beneficial owner of the Notes is (a) an individual not engaged in an entrepreneurial activity to which the Notes are connected (unless he has opted for the application of the *risparmio gestito regime*, see paragraph “– *Capital gains*” below), (b) a non-commercial partnership, (c) a non-commercial private or public institution or (d) an investor exempt from Italian corporate income taxation, Interest payments relating to the Notes are subject to a withholding tax, referred to as “*imposta sostitutiva*”, levied at the rate of 20 per cent. (either when the interest is paid by the Issuer, or when

payment thereof is obtained by the Noteholder on a sale of the relevant Notes). According to Decree No. 66/2014 the *imposta sostitutiva* referred to above will apply at the higher rate of 26 per cent. on Interest accrued starting from 1 July 2014. The *imposta sostitutiva* may not be recovered as a deduction from the income tax due.

Non-commercial pension entities incorporated under Law No. 509 of 30 June 1994 or Law No. 103 of 10 February 1996 are entitled to a tax credit equal to the positive difference between withholding taxes and substitute taxes levied at a rate of 26 per cent. on financial proceeds deriving from their investments (including the Notes) from 1 July 2014 to 31 December 2014, as certified by the relevant withholding agent, and a notional 20 per cent. taxation, provided that such tax credit is disclosed by such entities in the annual corporation tax return.

In the case where the Notes are held by an individual or a non-commercial private or public institution engaged in a business activity and are effectively connected with same business activity, the Interest will be subject to the *imposta sostitutiva* and will be included in the relevant income tax return. As a consequence, the interest will be subject to the ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the income tax due.

Where an Italian resident Noteholder is a company or similar commercial entity or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected and the Notes are deposited with an authorised intermediary, Interest from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate tax (*imposta sul reddito delle società*, “**IRES**” and, in certain circumstances, depending on the “status” of the Noteholder, also to the regional tax on productive activities (*imposta regionale sulle attività produttive*, “**IRAP**”).

Where the Noteholder is an Italian resident real estate investment fund established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998 (the “**Real Estate Funds**”), Interest is subject neither to substitute tax nor to any other income tax in the hands of the Fund. A withholding tax may apply in certain circumstances at the rate of up to 20 per cent. (or at the rate of up to 26 per cent. starting from 1 July 2014) on distributions made by Italian Real Estate Funds and, in certain cases, a tax transparency regime may apply in respect of certain categories of investors in the Italian Real Estate Funds owning more than 5 per cent. of the fund's units. Pursuant to Art. 9, legislative decree of 4 March 2014, no. 44, the same regime applicable to Real Estate Funds applies to fixed capital investment companies (*società di investimento a capitale fisso*, “**SICAF**”) investing in real estate properties under Legislative Decree No. 58 of 24 February 1998.

Where the Noteholder is an Italian investment fund (which includes *Fondi Comuni d'Investimento*, or “**SICAV**”), as well as Luxembourg investment fund regulated by article 11-bis of Law Decree No. 512 of 30 September 1983 (collectively, the “**Funds**”), Interest is subject neither to substitute tax nor to any other income tax in the hands of the Fund. A withholding tax may apply in certain circumstances at the rate of up to 20 per cent. (or at the rate of up to 26 per cent. starting from 1 July 2014) on distributions made by the Fund or SICAV.

Where the Noteholder is a pension fund (subject to the tax regime set forth by Article 17 of Legislative Decree No. 252 of 05/12/2005, the “**Pension Funds**”) Interest is not subject to substitute tax, but must be included in the Pension Fund's annual net accrued result that is subject, for fiscal year 2014 to an 11.5 per cent. substitute tax. For the following tax periods the substitute tax referred to above will apply at the rate of 11 per cent.

Pursuant to Decree No. 239, *imposta sostitutiva* is applied by banks, financial intermediario companies (*società di intermediazione mobiliare*, “**SIMs**”), fiduciary companies, asset management companies (*società di gestione del risparmio* “**SGRs**”), stockbrokers and other entities identified by a decree of the Ministry of

Economy and Finance (each an “**Intermediary**”). An Intermediary must (a) be resident in Italy or be a permanent establishment in Italy of a non-Italian resident financial intermediary and (b) intervene, in any way, in the collection of interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Non-Italian resident Noteholders

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying interest to a Noteholder.

Interest payments relating to Notes received by non-Italian resident beneficial owners are generally, provided that certain conditions and formalities are met, not subject to tax in Italy.

Capital gains realised on any sale or transfer of the Notes for consideration or on redemption thereof by Italian resident or non-Italian resident investors is subject to the tax regime described under paragraph “*Capital gains*” below.

Notes qualified as atypical securities

Notes that (a) are not deemed to be bonds (*obbligazioni*), debentures similar to bonds (*titoli similari alle obbligazioni*), shares (*azioni*) or securities similar to shares (*titoli similari alle azioni*) pursuant to Presidential Decree 22 December 1986 n. 917 (“**TUIR**”) nor units of foreign undertakings for collective investment and (b) generate income from the investment of capital (*reddito di capitale*) pursuant article 44 of TUIR would be considered as “atypical” securities pursuant to Article 8 of Law Decree No. 512 of 30 September 1983 converted by Law No. 649 of 25 November 1983. In this event, payments relating to Notes may be subject to withholding tax, levied at the rate of 20 per cent., (or at the higher rate of 26 per cent. starting from 1 July 2014), if made to the following Italian resident Noteholders: (i) individuals, (ii) non-commercial partnerships, (iii) Real Estate Funds, (iv) Funds, (v) Pension Fund and (vi) entities exempt from Italian corporate income tax. Payments made to Italian resident Noteholders which are companies or similar commercial entities (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected) are not subject to the 20 per cent. (26 per cent. from 1 July 2014) withholding tax, but will form part of their aggregate income subject to IRES according to ordinary rules. In certain cases, such amounts may also be included in the taxable base for IRAP purposes.

Payments relating to Notes received by non-Italian resident beneficial owners are generally, provided that certain conditions and formalities are met, not subject to tax in Italy.

This withholding is levied by any entities, resident in Italy, which intervene, in any way, in the collection of payment of the Notes or in the transfer of the Notes.

Capital gains realised on any sale or transfer of the Notes for consideration or on redemption thereof by Italian resident or non-Italian resident investors is subject to the tax regime described under paragraph “*Capital gains*” below.

Notes qualified as securitised derivative financial instruments

Based on the principles stated by the Italian tax authorities in resolution No. 72/E of 12 July 2010, income deriving from Notes representing a securitised derivative financial instrument or a bundle of derivative financial instruments not entailing a static “use of capital” (“*impiego di capitale*”), but rather an indirect investment in underlying financial instruments for the purpose of obtaining a profit deriving from the negotiation of such financial instruments as well as capital gains realised through the sale of the same Notes

should be subject to Italian taxation according to the principles provided under paragraph “*Capital gains*” below.

Capital gains

Where the Italian resident holder of Notes who is the beneficial owner of the Notes is (a) an individual not engaged in an entrepreneurial activity to which the Notes are connected, (b) a non-commercial partnership, pursuant to article 5 TUIR (with the exception of general partnership, limited partnership and similar entities), (c) a non-commercial private or public institution or (d) an investor exempt from Italian corporate income taxation, and the Notes generate capital gains pursuant to article 67 TUIR, capital gains accrued on the sale of the Notes are subject to a 20 per cent. substitute tax (*imposta sostitutiva*). Pursuant to Decree No. 66/2014 the substitute tax applies at the higher rate of 26 per cent. on capital gains realised as from 1 July 2014).

Non-commercial pension entities incorporated under Law No. 509 of 30 June 1994 or Law No. 103 of 10 February 1996 are entitled to a tax credit equal to the positive difference between withholding taxes and substitute taxes levied at a rate of 26 per cent. on financial proceeds deriving from their investments (including the Notes) from 1 July 2014 to 31 December 2014, as certified by the relevant withholding agent, and a notional 20 per cent. taxation, provided that such tax credit is disclosed by such entities in the annual corporation tax return.

The recipient who is an Italian resident individual not engaged in an entrepreneurial activity to which the Notes are connected may opt for three different taxation criteria provided for by article 67 TUIR and Legislative Decree No. 461 of 21 November 1997 (“**Decree No. 461**”), as subsequently amended:

- (a) under the tax declaration regime (*regime della dichiarazione*), which is the standard regime for taxation of capital gains realised by Italian resident individuals not engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a yearly cumulative basis, on all capital gains, net of any offsettable capital loss, realised by the Italian resident individual holding the Notes not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. Italian resident individuals holding the Notes not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years. Under Decree No. 66/2014 capital losses realised prior to 31 December 2011 may be carried forward against capital gains realised after 1 July 2014 only to the extent of 48.08 per cent. of their amount. Moreover, pursuant to Decree 66/2014, capital losses realised from 1 January 2012 to 30 June 2014 may be carried forward against capital gains realised after 1 July 2014 only to the extent of 76.92 per cent. of their amount;
- (b) as an alternative to the tax declaration regime, Italian resident individuals holding the Notes not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Notes (the “*risparmio amministrato*” regime provided for by Article 6 of the Decree No. 461). Such separate taxation of capital gains is allowed subject to (i) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries and (ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant holder of the Notes. The depository is responsible for accounting the *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Notes (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 holder of Notes or using

funds provided by the holder of Notes for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same relationship of deposit, in the same tax year or in the following tax years up to the fourth year. Under Decree No. 66/2014 capital losses realised prior to 31 December 2011 may be carried forward against capital gains realised after 1 July 2014 only to the extent of 48.08 per cent. of their amount. Moreover, pursuant to Decree No. 66/2014, capital losses realised from 1 January 2012 to 30 June 2014 may be carried forward against capital gains realised after 1 July 2014 only to the extent of 76.92 per cent. of their amount. Under the *risparmio amministrato* regime, the holder of Notes is not required to declare the capital gains in the annual tax return;

- (c) any capital gains realised or accrued by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Notes, to an authorised intermediary and have opted for the so-called “*risparmio gestito*” regime (provided for by Article 7 of the Decree No. 461) 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 20 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the *risparmio gestito* 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 *risparmio gestito* regime, the holder of Notes is not required to declare the capital gains realised in the annual tax return. According to Decree No. 66/2014, asset management tax referred to above will apply at the higher rate of 26 per cent. on the increase in value accrued starting from 1 July 2014. Moreover, under Decree No. 66/2014 a decrease in value accrued prior to 31 December 2011 may be carried forward against an increase in value of the investment portfolio accrued after 1 July 2014 only to the extent of 48.08 per cent. of their amount. Moreover, pursuant to Decree No. 66/2014, a decrease in value accrued from 1 January 2012 to 30 June 2014 may be carried forward against an increase in value of the investment portfolio accrued after 1 July 2014 only to the extent of 76.92 per cent. of their amount.

Where an Italian resident holder of the Notes who is the beneficial owner of the Notes is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Notes are effectively connected, capital gains arising from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant holder of Notes’ income tax return and are therefore subject to IRES and, in certain circumstances, depending on the “status” of the Noteholder, also as a part of the net value of production for IRAP purposes.

Any capital gains realised on the transfer of or redemption of the Notes by beneficial owners which are Italian Real Estate Funds or SICAF are not subject to any substitute tax at the fund level nor to any other income tax in the hands of the fund. Italian Real Estate Funds are not subject to any substitute tax at the fund level nor to any other income tax in the hands of the fund, whereas a withholding tax at a rate of up to 20 per cent. (and starting from 1 July 2014 at the rate up to 26 per cent.) will be applied under certain circumstances on income realised by the participants to the fund on distributions or redemption of the fund’s units (where the item of income realised by the participants may include the capital gains on the Notes).

Any capital gains realised through the transfer for consideration or redemption of the Notes by beneficial owners which are Funds or SICAV will not be subject to any withholding or substitute tax applied at source. A withholding tax may apply in certain circumstances at the rate of up to 20 per cent. (and starting from 1 July 2014 at the rate of 26 per cent.) on distributions or redemptions made by the Fund or SICAV to certain categories of investors.

Any capital gains realised through the transfer for consideration or redemption of the Notes by beneficial owners which are Pension Funds subject to the regime provided for by Article 17 of Decree 252/2005 are included in the calculation of the management result of the fund, accrued in each year, subject, for fiscal year 2014, to an 11.5 per cent. substitute tax. For the following tax periods the substitute tax referred to above will apply at the rate of 11 per cent.

Any capital gains realised on the transfer for consideration or redemption of the Notes by non-Italian resident beneficial owners without a permanent establishment in Italy to which the Notes are effectively connected:

- (a) are not subject to taxation in Italy pursuant to Article 23 TUIR, in case the Notes are traded in a regulated market. Non-Italian resident beneficial owners may be required to timely produce an appropriate self-declaration stating that they are not resident in Italy for tax purposes, in order to benefit from the exemption from taxation in Italy of capital gains realised on the transfer or the redemption of the Notes;
- (b) are in principle subject to a 20 per cent. (26 per cent. for capital gains realised starting from 1 July 2014) substitute tax on capital gains pursuant to Article 5 of Decree No. 461 in case the Notes are held in Italy and are not traded in a regulated market. However, in such case, pursuant to Article 5, paragraph 5 of Decree No. 461, capital gains are exempt from the 20 per cent. (26 per cent. for capital gains realised starting from 1 July 2014) substitute tax if realised by (a) non-Italian resident persons, which are resident for tax purposes in a State or territory with which Italy has an adequate exchange of information, (b) international bodies and organisations established in accordance with international agreements ratified in Italy, (c) foreign institutional investors, even if they are not taxable persons, set up in a State or territory with which Italy has an adequate exchange of information and (d) Central Banks and entities also managing official State reserves. In relation to non-Italian resident investors holding the Notes with an Italian authorised financial intermediary, the exclusion of Italian taxation may be subject to certain procedural formalities.

In case the above exemption does not apply, the provisions of Decree No. 461 do not preclude the application of more favourable provisions laid down in any applicable double tax treaty entered into by Italy.

Inheritance and gift taxes

Pursuant to Law Decree No. 262 of 3 October 2006 (“**Decree No. 262**”), converted into Law No. 286 of 24 November 2006, as subsequently amended, the transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation are taxed as follows:

- (a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the total value of the inheritance or the gift exceeding €1,000,000 per beneficiary;
- (b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the total value of the inheritance or the gift exceeding €100,000 per beneficiary; and
- (c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the beneficiary of any such transfer is a disabled individual, whose handicap is recognised pursuant to Law No. 104 of 5 February 1992, the tax is applied only on the value of the assets (including the Notes) received in excess of €1,500,000.00 at the rates illustrated above, depending on the type of relationship existing between the deceased or donor and the beneficiary.

Transfer tax

Article 37 of Law Decree No 248 of 31 December 2007, converted into Law No. 31 of 28 February 2008, published on the Italian Official Gazette No. 51 of 29 February 2008, has abolished the Italian transfer tax, provided for by Royal Decree No. 3278 of 30 December 1923, as amended and supplemented by the Legislative Decree No. 435 of 21 November 1997.

Following the repeal of the Italian transfer tax, as from 31 December 2007 contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at rate of €200 and (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

Wealth tax

According to Article 19 of Decree of 6 December 2011, No. 201 (“**Decree No. 201**”), converted with Law of 22 December 2011, No. 214, Italian resident individuals holding certain financial assets, including the Notes – outside of the Italian territory are required to pay a wealth tax at the rate of 0.2 per cent. The tax applies on the market value at the end of the relevant year or, in the absence of the market value – on the nominal value or redemption value of such financial assets held outside of the Italian territory.

Stamp taxes and duties

According to Article 19 of Decree No. 201, a proportional stamp duty applies on a yearly basis at the rate of 0.2 per cent. on the market value or, in the absence of a market value, on the nominal value or the redemption amount of any financial product or financial instruments. Based on the wording of the law and the implementing decree issued by the Italian Ministry of Finance on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 20 June 2012) of an entity that exercises a banking, financial or insurance activity within the Italian territory.

For investors other than individuals, the annual stamp duty cannot exceed the amount of €14,000.

Tax monitoring

Pursuant to Law Decree No. 167 of 28 June 1990, converted by Law No. 227 of 4 August 1990, as amended, individuals resident in Italy who, during the fiscal year, hold or are the beneficial owner of investments abroad or foreign financial activities must, in certain circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return).

Italian Financial Transaction Tax

According to Article 1 of Law 24 December 2012, No. 228 and the related implementing regulations, an Italian Financial Transaction tax (“**FTT**”) applies on the transfer of property rights in shares and other equity instruments issued by Italian resident companies as well as on securities representative of the same shares or other equity instruments issued by Italian resident companies regardless of the tax residence of the issuer of the certificates. FTT applies regardless of the tax residence of the parties and/or where the transaction is entered into. FTT applies on the transfer of shares and equity instruments at a rate of 0.20 per cent., reduced to 0.10 per cent., respectively, if the transaction is executed on a regulated market or a multilateral trading system as defined under Directive 2004/39/CE of States of the European Union or of States of the European Economic Area allowing an adequate exchange of information with the Italian tax authorities. The taxable base is the transaction value, which is defined as the consideration paid for the transfer or as the net balance of the transactions executed by the same subject in the course of the same day.

Specific exemptions are provided in certain cases such as for the transfer of shares and equity instruments under certain transactions (e.g. repo or securities lending transactions), the transfer of shares and equity

instruments traded on regulated markets or multilateral trading systems issued by companies with an average market capitalisation below certain thresholds or the transfer of shares and equity instruments executed by certain parties (such as, for example, mandatory providential entities).

FTT also applies on the execution of transactions on derivative financial instruments as defined under Art. 1, paragraph 3, legislative decree 24 February 1998, n. 58, on securities that do not provide for an unconditional obligation of the issuer to pay an amount at maturity at least equal to their nominal value and allowing the purchase or sale of financial instruments referred to under Art. 1, paragraph 1-bis, lett. c) legislative decree 24 February 1998, n. 58 or on securities providing for a cash settlement referred to under Art. 1, paragraph 1-bis, lett. d), legislative decree 24 February 1998, no. 58, if the underlying financial instruments or the underlying reference value is represented for more than 50 per cent. by the market value of shares or equity instruments issued by Italian resident companies or certificates representative of the same shares or equity instruments. FTT applies on such derivative financial instruments and securities at a fixed amount for each transaction, ranging from euro 0.01875 to euro 200, depending on the notional value of the instrument and the type of underlying financial instrument.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (“**EU Savings Directive**”), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). Luxembourg announced that it had decided to apply information exchange as per the EC Council Directive 2003/48/EC as from 1st January 2015. The final form of the measures is still unknown.

Moreover, a revised version of the Savings Directive was adopted by European Council on 24 March 2014 (Official Journal L 155 of 15 April 2014). National rules for transposing the revised Savings Directive should be adopted by the Member States of the European Union by January 2016.

A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland).

Implementation in Italy of the EU Savings Directive

Italy has implemented the EU Savings Directive through Legislative Decree No. 84 of 18 April 2005 (“**Decree No. 84**”). Under Decree No. 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents shall not apply the withholding tax and shall report to the Italian Tax Authorities details of the relevant payments and personal information on the individual beneficial owner. Such information is transmitted by the Italian tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

9 Luxembourg

The following summary is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Withholding tax – non-resident holders of Notes

Under Luxembourg general tax laws currently in force and subject to the laws of 21 June 2005, as amended (the “**Laws**”) implementing the Savings Directive and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union (the “**Territories**”), there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of Notes.

Under the Laws, payments of interest or other similar income made or ascribed by a paying agent established in Luxembourg (within the meaning of the Laws) to (or, under certain circumstances, for the benefit of) an individual beneficial owner or certain “residual entities” resident or established in another EU Member State or in one of the Territories will be subject to a withholding tax, unless the relevant recipient has adequately instructed the relevant paying agent to provide details of the relevant payments of interest or similar income to the fiscal authorities of his or her country of residence or establishment or, in the case of an individual beneficial owner, has provided a tax certificate issued by the fiscal authorities of his or her country of residence in the required format to the relevant paying agent. Residual entities, within the meaning of Article 4.2 of the Savings Directive, are entities established in an EU Member State or in one of the Territories which are not legal persons (the Finnish and Swedish companies listed in Article 4.5 of the Savings Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for business taxation and that are not and have not opted to be treated as UCITS recognised in accordance with the Council Directive 85/611/EEC, as replaced by the Council Directive 2009/65/EC, or similar collective investment funds located in Jersey, Guernsey, the Isle of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands.

Where withholding tax is applied, it will be levied at a rate of 35 per cent. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent.

The Council of the European Union adopted certain amendments to the Savings Directive, which will, upon implementation, amend or broaden the scope of the requirements described above.

The Luxembourg government has announced its intention to elect out of the withholding system in favour of an automatic exchange of information with effect as from 1 January 2015.

Withholding tax and self-applied tax – resident holders of Notes

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005 as amended (the “**Law**”), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes.

In accordance with the Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg (defined in the same way as in the Savings Directive) to or for the immediate benefit of an individual beneficial owner who is a resident of Luxembourg or to certain residual entities that secure interest payments on behalf of such individuals (unless such entities have opted either to be treated as UCITS recognised in accordance with the Council Directive 85/611/EEC, as replaced by the Council Directive 2009/65/EC, or for the exchange of information regime) will be subject to a withholding tax of 10 per cent. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent.

Pursuant to the Law, Luxembourg resident individuals, acting in the course of the management of their private wealth, can opt to self-declare and pay a 10 per cent. tax on interest payments made after 31 December 2007 by paying agents (defined in the same way as in the Savings Directive) located in an EU Member State other than Luxembourg, in a member state of the European Economic Area other than an EU Member State or in a State or territory which has concluded an international agreement directly related to the Savings Directive.

The 10 per cent. withholding tax or the 10 per cent. self-declared tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his or her private wealth.

10 The Netherlands

For the purposes of this section, “**the Netherlands**” shall mean that constituent country of the Kingdom of the Netherlands that is in Europe.

Regardless of whether or not a holder of Notes 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 Netherlands tax consequences for such a holder:

- (a) having a substantial interest (*aanmerkelijk belang*) in the Issuer (such a substantial interest is generally present if an equity stake of at least 5 per cent., or a right to acquire such a stake, is held, in each case by reference to the Issuer’s total issued share capital, or the issued capital of a certain class of shares);
- (b) who is a private individual and who 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 Notes are attributable, or who may otherwise be taxed in box 1 in respect of benefits derived from the Notes;
- (c) which is a corporate entity and a taxpayer for the purposes of Netherlands corporate income tax (*vennootschapsbelasting*), having a participation (*deelneming*) in the Issuer (such a participation is generally present in the case of an interest of at least 5 per cent. of the Issuer’s nominal paid-in capital);
- (d) 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 tax purposes;
- (e) which is a corporate entity and a resident of Aruba, Curaçao or Sint Maarten; or
- (f) which is not considered the beneficial owner (*uiteindelijk gerechtigde*) of the Notes and/or the benefits derived from the Notes.

This summary does not describe the Netherlands tax consequences for a person to whom the Notes are attributed on the basis of the separated private assets provisions (*afgezonderd particulier vermogen*) in the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and/or the Netherlands Gift and Inheritance Tax Act 1956 (*Successiewet 1956*).

Withholding tax

All payments made by the Issuer under the Notes may 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 Notes do not in fact function as equity of the Issuer within the meaning of art. 10, paragraph 1, letter d, of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

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 Notes as assets that are held in box 3. Taxable income with regard to the Notes is then determined on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return is fixed at a rate of 4 per cent. of the holder's yield basis (*rendementsgrondslag*) at the beginning of the calendar year, insofar as the yield basis exceeds a certain threshold (*heffingvrij vermogen*). Such yield basis is determined as the fair market value of certain qualifying assets held by the holder of the Notes, less the fair market value of certain qualifying liabilities at the beginning of the calendar year. The fair market value of the Notes will be included as an asset in the holder's yield basis. The deemed return on income from savings and investments is taxed at a rate of 30 per cent.

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 Notes 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 Notes are attributable.

Corporate income tax

Resident holders

A holder which 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 Notes at rates of up to 25 per cent.

Non-resident holders

A holder which 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 Notes 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 Notes are attributable. Such holder is taxed in respect of benefits derived from the Notes at rates of up to 25 per cent.

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 Notes by way of a gift by, or on the death of, a holder of Notes 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

Generally, no Netherlands gift tax or inheritance tax will arise in respect of an acquisition (or deemed acquisition) of Notes by way of a gift by, or on the death of, a holder of Notes 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 turnover tax (*omzetbelasting*) will arise in respect of any payment in consideration for the issue of Notes, in respect of any cash settlement of Notes or in respect of the delivery or transfer of Notes. Furthermore, no Netherlands registration tax, capital tax, transfer tax or stamp duty (nor any other similar tax or duty) will be payable in connection with the issue or acquisition of Notes.

Residency

A holder will not become a resident, or a deemed resident, of the Netherlands for Netherlands tax purposes by reason only of holding the Notes.

11 Norway

This subsection presents a brief outline of certain tax aspects under Norwegian law related to purchase, holding and disposal of Notes. The presentation is based on Norwegian tax regulations in force at the date of this Base Prospectus, focusing on Norwegian withholding tax regulations. The presentation does not purport to be a complete analysis of all tax considerations relating to the Notes and does not include any information with respect to taxation in any other jurisdiction than Norway. Prospective purchasers of Notes should consult their professional tax advisers regarding the tax consequences (including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable) of acquiring, owning and disposing of Notes.

Non-Norwegian resident holders

Payments of interest or principal amounts to a holder of Notes not resident in Norway for Norwegian tax purposes are not subject to Norwegian income or withholding tax.

Norwegian income or withholding tax will generally not be payable with respect to any capital gain or foreign currency exchange gain realised by a holder of Notes not resident in Norway for Norwegian tax purposes upon the sale, exchange, redemption or other form of disposal of Notes. Further, a holder of Notes not resident in Norway for Norwegian tax purposes is not subject to Norwegian wealth tax, property tax or any similar taxes on the Notes.

A holder of Notes not resident in Norway for Norwegian tax purposes may, however, be subject to Norwegian taxation on the Notes if the holding of the Notes is effectively connected with a business in Norway or which is governed from Norway.

Norwegian resident holders

Individuals, corporations and other legal entities resident in Norway and treated as separate tax payers for Norwegian tax purposes are subject to Norwegian income tax on their worldwide income. Income on the Notes will generally be taxable.

Even though income from the Notes is generally taxable for Norwegian resident holders, such income is not subject to any Norwegian withholding tax at the level of the Issuer, custodian or any paying agents.

12 Portugal

The following summary describes the main Portuguese tax considerations in respect of the acquisition, ownership and disposal of the Notes, in force as at the date of this Base Prospectus.

This summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to any particular Noteholder, including tax considerations that arise from rules of general application or that are generally assumed to be known to Noteholders. It also does not contain in-depth information about

all special and exceptional regimes, which may entail tax consequences at variance with those described herewith.

The tax framework described in this summary is subject to any changes in law and practices (and the interpretation and application thereof) at any moment. Although according to the Portuguese Constitution legislative amendments which increase taxation cannot have retroactive or retrospective effect, there is no general prohibition of amendments with such effect.

Portuguese tax resident individuals or individuals with a permanent establishment in Portugal to which income associated with the Notes is imputable

Acquisition of Notes for consideration

The acquisition of Notes for consideration is not subject to Portuguese taxation.

Income arising from the ownership of Notes

Economic benefits derived from interest, amortisation, reimbursement premiums and other instances of remuneration arising from the Notes (including, upon a transfer of the Notes, the interest accrued since the last date on which interest was due), are classified as “investment income” for Portuguese tax purposes.

Investment income obtained on the Notes by a Portuguese resident individual is subject to Portuguese personal income tax (*Imposto sobre o Rendimento das Pessoas Singulares* - “IRS”). If investment income is made available to Portuguese resident individuals by a Portuguese paying agent, acting on behalf of, or contractually obliged by, either the non resident entity (bound to pay the income) or the Portuguese resident individuals, withholding tax applies at a rate of 28 per cent.. This represents a final withholding, releasing the Noteholders from the obligation to disclose the above income to the Portuguese tax authorities and from the payment of any additional amount of IRS, unless deriving such income in the capacity of entrepreneur or self-employed professional. Investment income paid or made available to accounts opened in the name of one or more accountholders acting on behalf of one or more unidentified third parties is subject to a final withholding tax rate of 35 per cent., unless the relevant beneficial owner(s) of the income is identified, in which case the tax rates applicable to such beneficial owner(s) apply.

If the investment income on the Notes is not received through a paying agent located in Portugal, it is not subject to Portuguese withholding tax, but IRS at a special tax rate of 28 per cent. will apply. Moreover, if the entity paying out the investment income to the Noteholder is resident in a country, territory or region subject to a clearly more favourable tax regime, as listed in the Ministerial Order no. 150/2004, of 13 February, as amended by Ministerial Order no. 292/2011, of 8 November, the withholding tax rate or the special tax rate, as applicable, is increased to 35 per cent.

Alternatively, the Noteholders may opt for declaring said income in their tax returns, together with the remaining items of income derived. In that event, investment income shall be liable for IRS at the rate resulting from the application of the relevant progressive tax brackets for the year in question. The aggregate amount is subject to IRS at progressive rates of up to 48 per cent., plus a 3.5 per cent. surtax (*sobretaxa extraordinária*) on income exceeding € 6,790 and a solidarity tax (*taxa adicional de solidariedade*) of up to 5 per cent. on income exceeding € 250,000 (2.5 per cent. on income below € 250,000, but exceeding € 80,000). The progressive taxation under the IRS rules may then go up to 56.5 per cent., being the Portuguese tax withheld, if any, deemed as a payment on account of the final tax due.

Capital gains and capital losses arising from the disposal of Notes for consideration

Capital gains obtained by Portuguese resident individuals on the transfer of Notes are taxed at a special tax rate of 28 per cent. levied on the positive difference between the capital gains and capital losses of each year. Alternatively, the Noteholders may opt for declaring such income in their tax returns, together with the

remaining items of income derived. The aggregate amount is subject to IRS at progressive rates of up to 48 per cent., plus a 3.5 per cent. surtax (*sobretaxa extraordinária*) on income exceeding € 6,790 and a solidarity tax (*taxa adicional de solidariedade*) of up to 5 per cent. on income exceeding € 250,000 (2.5 per cent. on income below € 250,000, but exceeding € 80,000). The progressive taxation under the IRS rules may then go up to 56.5 per cent. No Portuguese withholding tax is levied on capital gains.

Losses arising from disposals for consideration in favour of counterparties subject to a clearly more favourable tax regime in the country, territory or region where it is a tax resident, listed in the Ministerial Order no. 150/2004 of 13 February, as amended by Ministerial Order no. 292/2011, of 8 November, are disregarded for purposes of assessing the positive or negative balance referred to in the previous paragraph.

Where the Portuguese resident individual chooses to disclose the capital gains or losses in his or her IRS return, any capital losses which were not offset against capital gains in the relevant tax period may be carried forward for 2 years and offset future capital gains.

Gratuitous acquisition of Notes

The gratuitous acquisition (per death or in life) of Notes by Portuguese tax resident individuals is not liable for stamp tax (otherwise due at a 10 per cent. rate) since the Issuer is not a Portuguese tax resident entity. Spouses, ancestors and descendants would nonetheless avail of an exemption from stamp tax on said acquisitions.

Resident corporate entities or non resident corporate entities with a permanent establishment to which income associated with the Notes is imputable

Acquisition of Notes for consideration

The acquisition of Notes for consideration is not subject to Portuguese taxation.

Income arising from the ownership of Notes

Investment income obtained on Notes by Portuguese legal persons resident for tax purposes in Portugal and by non resident legal persons with a permanent establishment in Portugal to which the income or gains are attributable are included in their taxable income and are subject to Portuguese corporate income tax (*Imposto sobre o Rendimento das Pessoas Coletivas* – “IRC”) at a rate of 23 per cent. (small and medium-sized enterprises, as defined by law and subject to the *de minimis* rule of the European Union, avail of a 17 per cent. corporate income tax rate for the first € 15,000 of taxable income). A municipal surcharge (*derrama municipal*) of up to 1.5 per cent. (as set by municipal bodies) of its taxable income may be added. Corporate taxpayers are also subject to a State surcharge of 3 per cent. on the portion of the taxable profit between € 1.5 million and € 7.5 million of 5 per cent. on the portion of the taxable profits between € 7.5 million and € 35 million and of 7 per cent. on the portion exceeding € 35 million.

Since the Issuer of the Notes is always a non Portuguese resident entity, no withholding on account of the final IRC liability applies, irrespective of the location of the paying agent.

Corporate entities recognised as having public interest and charities, pension funds, retirement savings funds, education savings funds, retirement and education savings funds, share savings funds, venture capital funds organised and operating in accordance with Portuguese law and some other similar entities are exempt from IRC.

Capital gains arising from the disposal of Notes for consideration

Capital gains obtained with the transfer of Notes by legal persons resident for tax purposes in Portugal and by non resident legal persons with a permanent establishment in Portugal to which the income or gains are attributable are included in their taxable income and are subject to IRC at a rate of 23 per cent. (small and

medium-sized enterprises, as defined by law and subject to the *de minimis* rule of the European Union, avail of a 17 per cent. corporate income tax rate for the first € 15,000 of taxable income). A municipal surcharge (*derrama municipal*) of up to 1.5 per cent. (as set by municipal bodies) of its taxable income may be added. Corporate taxpayers are also subject to a State surcharge of 3 per cent. on the portion of the taxable profit between € 1.5 million and € 7.5 million of 5 per cent. on the portion of the taxable profits between € 7.5 million and € 35 million and of 7 per cent. on the portion exceeding € 35 million.

No Portuguese withholding tax is levied on capital gains.

Corporate entities recognised as having public interest and charities, pension funds, retirement savings funds, education savings funds, retirement and education savings funds, share savings funds, venture capital funds organised and operating in accordance with Portuguese law and some other similar entities are exempt from IRC.

Gratuitous acquisition of Notes

The positive net variation in worth, not reflected in the profit and loss account of the financial year, arising from the gratuitous transfer of Notes to Portuguese tax resident corporate entities liable for IRC or to permanent establishments to which it is imputable, is taken into consideration for purposes of computing the taxable profit for IRC purposes.

IRC is levied on the taxable basis (computed as the taxable profit deducted of tax losses carried forward) at a rate of up to 23 per cent. (small and medium-sized enterprises, as defined by law and subject to the *de minimis* rule of the European Union, avail of a 17 per cent. corporate income tax rate for the first € 15,000 of taxable income). A municipal surcharge (*derrama municipal*) of up to 1.5 per cent. (as set by municipal bodies) of its taxable income may be added. Corporate taxpayers are also subject to a State surcharge of 3 per cent. on the portion of the taxable profit between € 1.5 million and € 7.5 million of 5 per cent. on the portion of the taxable profits between € 7.5 million and € 35 million and of 7 per cent. on the portion exceeding € 35 million.

13 Spain

The following general summary does not consider all aspects of income taxation in Spain that may be relevant to a holder of the Notes in the light of the holder's particular circumstances and income tax situation. This summary applies to holders of the Notes 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. It is based on Spanish tax laws and regulations, all as currently in effect and all subject to change at any time, possibly with retroactive effect.

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 Notes, 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.

General

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 5 March, 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 Notes 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 withholding tax rules:

Spanish resident individuals

Personal Income Tax (*Impuesto sobre la Renta de las Personas Físicas*)

The withholding tax regime will be as follows:

- (a) Interest paid to holders who are Spanish resident individuals will be subject to Spanish withholding tax at 21 per cent. for tax period 2014 (it is expected that as from 1 January 2015, the withholding rate would be 20 per cent. and as from 1 January 2016, the withholding rate would be 20 per cent.) to be deducted by the depositary entity of the Notes 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.
- (b) Income obtained upon transfer of the Notes will be subject to Spanish withholding tax at 21 per cent. for tax period 2014 (it is expected that as from 1 January 2015, the withholding rate would be 20 per cent. and as from 1 January 2016, the withholding rate would be 20 per cent.) 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.
- (c) Income obtained upon redemption of the Notes will be subject to Spanish withholding tax at 21 per cent. for tax period 2014 (it is expected that as from 1 January 2015, the withholding rate would be 20 per cent. and as from 1 January 2016, the withholding rate would be 20 per cent.) to be deducted by the financial entity appointed by the Issuer (if any) for redemption of the Notes, provided such entity is resident for tax purposes in Spain or has a permanent establishment in the Spanish territory.

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 depositary of the Notes, as a financial entity appointed by the Issuer or as a collecting agent of any income arising from the Notes (withholding tax at 21 per cent. for tax period 2014 and it is expected as from 1 January 2015, that the withholding rate would be 20 per cent. and as from 1 January 2016, the withholding rate would be 20 per cent.).

Finally, please note that no withholdings on account of the final CIT liability of Spanish corporate investors will have to be deducted on income derived under the Notes if, and to the extent that, the Notes are listed on an organised market of an OECD country provided that certain requirements are met.

14 Sweden

The following summary outlines certain Swedish tax consequences relating to the Notes. The summary is based on the laws of the Kingdom of Sweden as currently in effect and is only intended to provide general information for holders of Notes. This description does not deal comprehensively with all tax consequences that may occur for holders of Notes, nor does it cover the specific rules where Notes are held by a partnership or as current assets in a business operation. Special tax consequences that are not described below may also apply for certain categories of taxpayers, including investment companies and mutual funds. The summary does not address the rules regarding reporting obligations for, amongst others, payers of interest. Investors should consult their professional tax advisers regarding the Swedish tax and other tax consequences (including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable) of acquiring, owning and disposing of Notes in their particular circumstances.

Resident holders

Interest

There is no Swedish withholding tax on payments made by the Issuer in respect of the Notes to Noteholders resident in Sweden for tax purposes, but any income is taxable as capital income at a rate of 30 per cent. Interest is taxable when the income can be disposed of. If amounts that are considered to be interest for Swedish tax purposes are paid by a legal entity domiciled in the Kingdom of Sweden, including a Swedish branch, to a private individual (or an estate of a deceased individual) resident in Sweden for Swedish tax purposes, Swedish preliminary taxes (Sw. *preliminärskatt*) are normally withheld by such legal entity on such payments. Swedish preliminary taxes will normally be withheld also on other returns on securities and receivables (but not capital gains), if the return is paid out together with an amount that is considered to be interest for Swedish tax purposes.

Capital gains and losses

Individuals who sell their Notes, or have their Notes redeemed, are subject to capital gains tax. The tax rate is 30 per cent.

The capital gain or loss is calculated as the difference between the sales (or redemption) proceeds, after deduction of sales costs, and the Notes' acquisition cost for tax purposes. The acquisition cost is determined according to the "average method". This means that the costs of acquiring all Notes of the same type and class as the sold Notes are added together and the average acquisition cost is calculated collectively, in respect of changes to the holding.

Gains or losses on currency exchange rate fluctuations may arise in relation to Notes where the sales proceeds received are in a foreign currency. However, no special calculations are required if the sales proceeds are exchanged into SEK within 30 days from the time of disposal. In such case, the exchange rate on the date of exchange shall be used when calculating the value of the sales proceeds. The exchange rate on the date of acquisition is generally used when determining the acquisition cost for tax purposes.

The Notes could be defined as:

- (a) listed shares and other listed securities that are taxed in the same manner as shares (Sw. *delägar rätt*);
- (b) receivables (Sw. *fordrings rätt*); or
- (c) non-financial items (Sw. *andra tillgångar*).

As a general rule, 70 per cent. of a capital loss is deductible against any other taxable income from capital. However, capital losses on listed Swedish receivables are fully deductible in the income from capital category. According to Swedish case law, full deductibility also applies to capital losses on listed foreign receivables.

Capital losses on listed shares and other listed securities that are taxed in the same manner as shares (except for listed shares in mutual funds containing only Swedish receivables) are fully deductible against taxable gains on such assets and on non-listed shares in Swedish limited liability companies and foreign legal entities. On non-listed shares in Swedish limited liability companies and foreign legal entities only five sixths of capital losses are deductible. If capital losses pertain to both listed and non-listed shares, the losses pertaining to the listed shares are deductible prior to the losses on the non-listed shares. 70 per cent. of any excess amount is deductible according to the general rule or five sixths of 70 per cent. is deductible if the capital loss relates to non-listed shares. Capital losses on listed shares in mutual funds containing only Swedish receivables are fully deductible in the income from capital category.

If a deductible deficit arises in the income from capital category, a reduction of the tax on income from employment and from business operations, as well as the tax on real estate and the municipal real estate fee, is allowed. The tax reduction is 30 per cent. of any part of the deficit not exceeding SEK 100,000 and 21 per cent. of any part of the deficit in excess of SEK 100,000. Deficits may not be carried forward to a subsequent fiscal year.

Swedish legal entities

Limited liability companies and other legal entities (except partnerships and estates of deceased persons) are normally taxed on all income (including income from the sale or redemption of the Notes) as income from business operations at a flat rate of 22 per cent. (the tax rate is 26.3 per cent. for fiscal years commencing prior to 1 January 2013).

Regarding the calculation of capital gains or losses, see paragraph “*Resident Holders - Capital gains and losses*” above. However, for legal entities, interest income and currency exchange fluctuations are normally taxable, or deductible, as the case may be, on an accrual basis. Note that capital losses on non-financial items (Sw. *annan tillgång*) are fully deductible for tax purposes when the holder is a legal entity.

Tax deductible capital losses on receivables incurred by limited liability companies and certain other legal entities are normally fully deductible against any taxable income.

Specific rules may apply to Notes held as a hedge for foreign currency exposure.

Non-resident holders

Interest

No Swedish withholding tax or deduction is imposed or made in respect of payments to a non-resident holder of any principal amount or any amount that is considered to be interest for Swedish tax purposes. A person is resident in Sweden for Swedish tax purposes if the person: (a) is domiciled in Sweden; (b) has its habitual abode in Sweden; or (c) has been domiciled earlier in Sweden and, after having moved abroad, continues to have an essential connection with Sweden.

There are no specific Swedish tax rules defining interest. However, it is generally held that where the terms and conditions of an instrument provide for payments to be made under predetermined circumstances established by the terms and conditions, based on predetermined increase in value or consideration, such payment should be considered interest.

Income tax

Payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes to holders of Notes who are not fiscally resident in Sweden and who are not engaged in trade or business in Sweden through permanent establishments are not subject to Swedish income tax.

Capital gains and losses

Holders of Notes who are not fiscally resident in Sweden and who are not carrying on business operations from a permanent establishment in Sweden are generally not liable for Swedish capital gains taxation on the disposal of Notes. The holders may be subject to tax in their country of residence.

As far as non-resident individuals are concerned, capital gains on the sale of Notes may in some cases be subject to Swedish tax if the individual has been resident or permanently lived in Sweden at any time during the calendar year of the sale or any of the 10 preceding calendar years. The application of this provision is, in many cases, limited by tax treaties for the avoidance of double taxation, which Sweden has concluded with other countries.

15 Switzerland

The Swiss Federal Tax Administration issued on 7 February 2007 the Circular Letter No. 15 concerning direct federal taxes, withholding tax and stamp duties levied on bonds and derivative financial instruments. In the context of the above-mentioned circular, the Notes count, with more probability, as combined products for the purposes of tax. Without the written confirmation of the Swiss Federal Tax Administration, however, such an assessment is not binding. Insofar as the Notes are to be qualified as above, the following tax implications arise in Switzerland:

Stamp duties

Notes with a validity period of up to one year do not count as taxable instruments for the purposes of the Swiss Stamp Duties Act. The issue and trading of Notes of less than one year are therefore neither subject to the Swiss issue stamp tax nor turnover tax. Turnover tax is only payable if performance leads to the delivery (transfer of ownership) of taxable instruments.

Insofar as Notes have a validity period of more than one year, the trading of such Notes is in principle subject to turnover tax. As the Issuer is a non-Swiss company, also Notes with a validity period of more than one year are not subject to issue stamp tax.

Withholding taxes

As the Notes are issued by a non-Swiss issuer, no Swiss withholding tax is levied on proceeds from the Notes.

Direct federal taxes

With regard to these Notes, for the purposes of tax, it is necessary to distinguish between an investment and an option, insofar as these are structured transparently in the context of the above-mentioned Circular Letter No. 15. Interest yield on the bond part is relevant for the purposes of income tax. If the payment of interest does not occur periodically, but rather in the form of a one-off payment or in the form of a predominantly one-off interest payment (Interest Unique Predominant, IUP), in the case of a transparently structured Note, the difference between the sale/redemption price and the issue/purchase price of the bond part is subject to income tax (Modified Difference Taxation). If the payment of interest occurs periodically and the Notes are not classified as those that are subject to a predominantly one-off interest payment, the periodic interest payments represent a taxable yield on assets upon the date upon which they become due.

Profit or loss arising from the option part are (in the case of transparently structured Notes) classified as tax-free private capital gains or non-deductible capital loss, for natural persons resident in Switzerland holding the Notes as private assets. Otherwise, they are subject to taxation.

If the Notes contain no guaranteed payments by the Issuer and have a validity period of 12 months or less, the profit and loss achieved are tax free in accordance with Part 5 of Annex III to the Circular Letter No. 15 above-mentioned.

The following generally applies:

The taxation of income from the Notes is dependent on the specific nature of the Notes and the individual tax situation of the relevant prospective Noteholder. The Issuer takes no responsibility for the deduction of tax and/or the deduction of tax at source.

The above-mentioned taxation is valid at the time of publication of this Base Prospectus. Tax legislation and the practice of the Swiss Federal Tax Administration may change at any time.

It is therefore strongly recommended that prospective Noteholders seek individual advice from their professional tax advisers on taxation.

16 United Kingdom

The comments below are of a general nature based on current United Kingdom tax law as applied in England and Wales and HM Revenue & Customs practice (which may not be binding on HM Revenue & Customs) and are not intended to be exhaustive. They assume that interest on the Notes does not have a United Kingdom source and, in particular, that the Issuer is not United Kingdom resident or acts through a permanent establishment in the United Kingdom in relation to the Notes. Any Noteholders who are in doubt as to their own tax position should consult their professional advisers.

Interest on the Notes

Payments of interest on the Notes by the Issuer may be made without withholding or deduction for or on account of United Kingdom income tax.

Information reporting

Information relating to securities may be required to be provided to HM Revenue & Customs in certain circumstances. This may include the value of the Notes, details of the beneficial owners of the Notes (or the persons for whom the Notes are held), details of the persons to whom payments derived from the Notes are or may be paid and information and documents in connection with transactions relating to the Notes. Information may be required to be provided by, amongst others, the holders of the Notes, persons by (or via) whom payments derived from the Notes are made or who receive (or would be entitled to receive) such payments, persons who effect or are a party to transactions relating to the Notes on behalf of others and certain registrars or administrators. In certain circumstances, the information obtained by HM Revenue & Customs may be provided to tax authorities in other countries.

17 United States Federal Income Taxation

The following is a summary of certain U.S. federal income tax consequences of the acquisition, ownership and disposition of Notes by a U.S. Holder. This summary does not address the material U.S. federal income tax consequences of every type of Note which may be issued under the Programme, and the relevant Final Terms may contain additional or modified disclosure concerning the material U.S. federal income tax consequences relevant to such type of Note, as appropriate. This summary deals only with purchasers of Notes that are U.S. Holders and that will hold the Notes as capital assets. The discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of Notes by particular investors and does not address state, local, foreign or other tax laws. In particular, this summary does not address tax considerations applicable to investors that own (directly or indirectly) 10 per cent. or more of the voting stock of the Issuer, nor does this summary discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the U.S. federal income tax laws (such as financial institutions, insurance companies, investors liable for the alternative minimum tax or net investment income tax, individual retirement accounts and other tax-deferred accounts, tax-exempt organisations, dealers in securities or currencies, investors that will hold the Notes as part of straddles, hedging transactions or conversion transactions for U.S. federal income tax purposes or investors whose functional currency is not the U.S. Dollar).

As used herein, the term “**U.S. Holder**” means a beneficial owner of Notes that is, for U.S. federal income tax purposes, (a) an individual citizen or resident of the United States, (b) a corporation created or organised under the laws of the United States or any State thereof, (c) an estate the income of which is subject to U.S. federal income tax without regard to its source or (d) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the

authority to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes.

The U.S. federal income tax treatment of a partner in an entity treated as a partnership for U.S. federal income tax purposes that holds Notes will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are entities treated as partnerships for U.S. federal income tax purposes should consult their tax adviser concerning the U.S. federal income tax consequences to their partners of the acquisition, ownership and disposition of Notes by the partnership.

This summary assumes that the Issuer is not a passive foreign investment company (a “**PFIC**”) for U.S. federal income tax purposes, which the Issuer believes to be the case. The Issuer believes that it currently meets certain requirements regarding its licensing and activities which allow a bank to treat income from its banking business as non-passive income for purposes of determining its PFIC status. However, the Issuer’s possible status as a PFIC must be determined annually and therefore may be subject to change. If the Issuer were to be a PFIC in any year, materially adverse consequences could result for U.S. Holders.

This summary is based on the tax laws of the United States, including the Internal Revenue Code of 1986, as amended (the “**Code**”), its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, as well as on the income tax treaty between the United States and the Netherlands (the “**Treaty**”), all as of the date hereof and all subject to change at any time, possibly with retroactive effect.

Bearer Notes are not being offered to U.S. Holders. A U.S. Holder who owns a Bearer Note may be subject to limitations under United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Code.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF OWNING THE NOTES, INCLUDING THEIR ELIGIBILITY FOR THE BENEFITS OF THE TREATY, THE APPLICABILITY AND EFFECT OF STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

U.S. Federal Income Tax Characterisation of the Notes

The characterisation of a Series or Tranche of Notes may be uncertain and will depend on the terms of those Notes. The determination of whether an obligation represents debt, equity, or some other instrument or interest is based on all the relevant facts and circumstances. There may be no statutory, judicial or administrative authority directly addressing the characterisation of some of the types of Notes that are anticipated to be issued under the Programme or of instruments similar to these Notes.

Depending on the terms of a particular Series or Tranche of Notes, the Notes may not be characterised as debt for U.S. federal income tax purposes despite the form of the Notes as debt instruments. For example, Notes of a Series or Tranche may be more properly characterised as notional principal contracts, collateralised put options, prepaid forward contracts or some other type of financial instrument. Alternatively, the Notes may be characterised as equity or as representing an undivided proportionate ownership interest in the assets of, and share of the liabilities of, the Issuer. Additional alternative characterisations may also be possible. Further possible characterisations, if applicable, may be discussed in the relevant Final Terms.

No rulings will be sought from the U.S. Internal Revenue Service (“**IRS**”) regarding the characterisation of any of the Notes issued hereunder for U.S. federal income tax purposes. Each holder should consult its own tax adviser about the proper characterisation of the Notes for U.S. federal income tax purposes and consequences to the holder of acquiring, owning or disposing of the Notes.

U.S. Federal Income Tax Treatment of Notes Treated as Debt

The following summary applies to Notes that are properly treated as debt for U.S. federal income tax purposes.

Payments of interest

Interest on a Note, whether payable in U.S. Dollars or a currency, composite currency or basket of currencies other than U.S. Dollars (a “**foreign currency**”), other than interest on a “Discount Note” that is not “qualified stated interest” (each as defined below under the paragraph “*Original issue discount - General*” below), will be taxable to a U.S. Holder as ordinary income at the time it is received or accrued, depending on the holder’s method of accounting for tax purposes. Interest paid by the Issuer on the Notes and OID, if any, accrued in respect of the Notes (as described below under the paragraph “*Original issue discount*” below) generally will constitute income from sources outside the United States. Prospective purchasers should consult their tax advisers concerning the applicability of the foreign tax credit and source of income rules to income attributable to the Notes.

Original issue discount

General

The following is a summary of the principal U.S. federal income tax consequences of the ownership of Notes issued with original issue discount (“**OID**”).

A Note, other than a Note with a term of one year or less (a “**Short-Term Note**”), will be treated as issued with OID (a “**Discount Note**”) if the excess of the Note’s “stated redemption price at maturity” over its issue price is equal to or more than a *de minimis* amount (0.25 per cent. of the Note’s stated redemption price at maturity multiplied by the number of complete years to its maturity). An obligation that provides for the payment of amounts other than qualified stated interest before maturity (an “instalment obligation”) will be treated as a Discount Note if the excess of the Note’s stated redemption price at maturity over its issue price is equal to or greater than 0.25 per cent. of the Note’s stated redemption price at maturity multiplied by the weighted average maturity of the Note. A Note’s weighted average maturity is the sum of the following amounts determined for each payment on a Note (other than a payment of qualified stated interest): (a) the number of complete years from the issue date until the payment is made multiplied by (b) a fraction, the numerator of which is the amount of the payment and the denominator of which is the Note’s stated redemption price at maturity. Generally, the issue price of a Note will be the first price at which a substantial amount of Notes included in the issue of which the Note is a part is sold to persons other than bond houses, brokers, or similar persons or organisations acting in the capacity of underwriters, placement agents, or wholesalers. The stated redemption price at maturity of a Note is the total of all payments provided by the Note that are not payments of “qualified stated interest”. A qualified stated interest payment is generally any one of a series of stated interest payments on a Note that are unconditionally payable at least annually at a single fixed rate (with certain exceptions for lower rates paid during some periods), or a variable rate (in the circumstances described below under the paragraph “*Variable Rate Notes*”), applied to the outstanding principal amount of the Note. Solely for the purposes of determining whether a Note has OID, the Issuer will be deemed to exercise any call option that has the effect of decreasing the yield on the Note and the U.S. Holder will be deemed to exercise any put option that has the effect of increasing the yield on the Note.

U.S. Holders of Discount Notes must include OID in income calculated on a constant-yield method before the receipt of cash attributable to the income, and generally will have to include in income increasingly greater amounts of OID over the life of the Discount Notes. The amount of OID includible in income by a U.S. Holder of a Discount Note is the sum of the daily portions of OID in respect of the Discount Note for each day during the taxable year or portion of the taxable year on which the U.S. Holder holds the Discount Note. The daily portion is determined by allocating to each day in any “accrual period” a pro rata portion of the OID

allocable to that accrual period. Accrual periods in respect of a Note may be of any length selected by the U.S. Holder and may vary in length over the term of the Note as long as (a) no accrual period is longer than one year and (b) each scheduled payment of interest or principal on the Note occurs on either the final or first day of an accrual period. The amount of OID allocable to an accrual period equals the excess of (i) the product of the Discount Note's adjusted issue price at the beginning of the accrual period and the Discount Note's yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) over (ii) the sum of the payments of qualified stated interest on the Note allocable to the accrual period. The "adjusted issue price" of a Discount Note at the beginning of any accrual period is the issue price of the Note increased by (x) the amount of accrued OID for each prior accrual period and decreased by (y) the amount of any payments previously made on the Note that were not qualified stated interest payments.

Acquisition premium

A U.S. Holder that purchases a Discount Note for an amount less than or equal to the sum of all amounts payable on the Note after the purchase date, other than payments of qualified stated interest, but in excess of its adjusted issue price (any such excess being "**acquisition premium**") and that does not make the election described below under paragraph "*Election to treat all interest as original issue discount*" is permitted to reduce the daily portions of OID by a fraction, the numerator of which is the excess of the U.S. Holder's adjusted basis in the Note immediately after its purchase over the Note's adjusted issue price, and the denominator of which is the excess of the sum of all amounts payable on the Note after the purchase date, other than payments of qualified stated interest, over the Note's adjusted issue price.

Short-Term Notes

In general, an individual or other cash basis U.S. Holder of a Short-Term Note is not required to accrue OID (as specially defined below for the purposes of this paragraph) for U.S. federal income tax purposes unless it elects to do so (but may be required to include any stated interest in income as the interest is received). Accrual basis U.S. Holders and certain other U.S. Holders are required to accrue OID on Short-Term Notes on a straight-line basis or, if the U.S. Holder so elects, under the constant-yield method (based on daily compounding). In the case of a U.S. Holder not required and not electing to include OID in income currently, any gain realised on the sale or retirement of the Short-Term Note will be ordinary income to the extent of the OID accrued on a straight-line basis (unless an election is made to accrue the OID under the constant-yield method) through the date of sale or retirement. U.S. Holders who are not required and do not elect to accrue OID on Short-Term Notes will be required to defer deductions for interest on borrowings allocable to Short-Term Notes in an amount not exceeding the deferred income until the deferred income is realised.

For purposes of determining the amount of OID subject to these rules, all interest payments on a Short-Term Note are included in the Short-Term Note's stated redemption price at maturity. A U.S. Holder may elect to determine OID on a Short-Term Note as if the Short-Term Note had been originally issued to the U.S. Holder at the U.S. Holder's purchase price for the Short-Term Note. This election will apply to all obligations with a maturity of one year or less acquired by the U.S. Holder on or after the first day of the first taxable year to which the election applies, and may not be revoked without the consent of the IRS.

Fungible issue

The Issuer may, without the consent of the holders of outstanding Notes, issue additional Notes with identical terms. These additional Notes, even if they are treated for non-tax purposes as part of the same series as the original Notes, in some cases may be treated as a separate series for U.S. federal income tax purposes. In such a case, the additional Notes may be considered to have been issued with OID even if the original Notes had no OID, or the additional Notes may have a greater amount of OID than the original Notes. These differences

may affect the market value of the original Notes if the additional Notes are not otherwise distinguishable from the original Notes.

Market discount

A Note, other than a Short-Term Note, generally will be treated as purchased at a market discount (a “**Market Discount Note**”) if the Note’s stated redemption price at maturity or, in the case of a Discount Note, the Note’s “revised issue price”, exceeds the amount for which the U.S. Holder purchased the Note by at least 0.25 per cent. of the Note’s stated redemption price at maturity or revised issue price, respectively, multiplied by the number of complete years to the Note’s maturity (or, in the case of a Note that is an instalment obligation, the Note’s weighted average maturity). If this excess is not sufficient to cause the Note to be a Market Discount Note, then the excess constitutes “*de minimis* market discount”. For this purpose, the “revised issue price” of a Note generally equals its issue price, increased by the amount of any OID that has accrued on the Note and decreased by the amount of any payments previously made on the Note that were not qualified stated interest payments.

Under current law, any gain recognised on the maturity or disposition of a Market Discount Note (including any payment on a Note that is not qualified stated interest) will be treated as ordinary income to the extent that the gain does not exceed the accrued market discount on the Note. Alternatively, a U.S. Holder of a Market Discount Note may elect to include market discount in income currently over the life of the Note. This election will apply to all debt instruments with market discount acquired by the electing U.S. Holder on or after the first day of the first taxable year to which the election applies. This election may not be revoked without the consent of the IRS. A U.S. Holder of a Market Discount Note that does not elect to include market discount in income currently will generally be required to defer deductions for interest on borrowings incurred to purchase or carry a Market Discount Note that is in excess of the interest and OID on the Note includible in the U.S. Holder’s income, to the extent that this excess interest expense does not exceed the portion of the market discount allocable to the days on which the Market Discount Note was held by the U.S. Holder.

Under current law, market discount will accrue on a straight-line basis unless the U.S. Holder elects to accrue the market discount on a constant-yield method. This election applies only to the Market Discount Note in respect of which it is made and is irrevocable.

Variable Rate Notes

Notes that provide for interest at variable rates (“**Variable Rate Notes**”) generally will bear interest at a “qualified floating rate” and thus will be treated as “variable rate debt instruments” under Treasury regulations governing accrual of OID. A Variable Rate Note will qualify as a “variable rate debt instrument” if (a) its issue price does not exceed the total non-contingent principal payments due under the Variable Rate Note by more than a specified *de minimis* amount, (b) it provides for stated interest, paid or compounded at least annually, at (i) one or more qualified floating rates, (ii) a single fixed rate and one or more qualified floating rates, (iii) a single objective rate or (iv) a single fixed rate and a single objective rate that is a qualified inverse floating rate and (c) it does not provide for any principal payments that are contingent (other than as described in sub-paragraph (a) above).

A “qualified floating rate” is any variable rate where variations in the value of the rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the Variable Rate Note is denominated. A fixed multiple of a qualified floating rate will constitute a qualified floating rate only if the multiple is greater than 0.65 but not more than 1.35. A variable rate equal to the product of a qualified floating rate and a fixed multiple that is greater than 0.65 but not more than 1.35, increased or decreased by a fixed rate, will also constitute a qualified floating rate. In addition, two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the

term of the Variable Rate Note (e.g. two or more qualified floating rates with values within 25 basis points of each other as determined on the Variable Rate Note's issue date) will be treated as a single qualified floating rate. Notwithstanding the foregoing, a variable rate that would otherwise constitute a qualified floating rate but which is subject to one or more restrictions such as a maximum numerical limitation (i.e. a cap) or a minimum numerical limitation (i.e. a floor) may, under certain circumstances, fail to be treated as a qualified floating rate.

An "objective rate" is a rate that is not itself a qualified floating rate but which is determined using a single fixed formula and which is based on objective financial or economic information (e.g. one or more qualified floating rates or the yield of actively traded personal property). A rate will not qualify as an objective rate if it is based on information that is within the control of the Issuer (or a related party) or that is unique to the circumstances of the Issuer (or a related party), such as dividends, profits or the value of the Issuer's stock (although a rate does not fail to be an objective rate merely because it is based on the credit quality of the Issuer). Other variable interest rates may be treated as objective rates if so designated by the IRS in the future. Despite the foregoing, a variable rate of interest on a Variable Rate Note will not constitute an objective rate if it is reasonably expected that the average value of the rate during the first half of the Variable Rate Note's term will be either significantly less than or significantly greater than the average value of the rate during the final half of the Variable Rate Note's term. A "qualified inverse floating rate" is any objective rate where the rate is equal to a fixed rate minus a qualified floating rate, as long as variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate. If a Variable Rate Note provides for stated interest at a fixed rate for an initial period of one year or less followed by a variable rate that is either a qualified floating rate or an objective rate for a subsequent period and if the variable rate on the Variable Rate Note's issue date is intended to approximate the fixed rate (e.g. the value of the variable rate on the issue date does not differ from the value of the fixed rate by more than 25 basis points), then the fixed rate and the variable rate together will constitute either a single qualified floating rate or objective rate, as the case may be.

A qualified floating rate or objective rate in effect at any time during the term of the instrument must be set at a "current value" of that rate. A "current value" of a rate is the value of the rate on any day that is no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day.

If a Variable Rate Note that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof qualifies as a "variable rate debt instrument", then any stated interest on the Note which is unconditionally payable in cash or property (other than debt instruments of the Issuer) at least annually will constitute qualified stated interest and will be taxed accordingly. Thus, a Variable Rate Note that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof and that qualifies as a "variable rate debt instrument" will generally not be treated as having been issued with OID unless the Variable Rate Note is issued at a "true" discount (i.e. at a price below the Note's stated principal amount) in excess of a specified *de minimis* amount. OID on a Variable Rate Note arising from "true" discount is allocated to an accrual period using the constant yield method described above by assuming that the variable rate is a fixed rate equal to (a) in the case of a qualified floating rate or qualified inverse floating rate, the value, as of the issue date, of the qualified floating rate or qualified inverse floating rate or (b) in the case of an objective rate (other than a qualified inverse floating rate), a fixed rate that reflects the yield that is reasonably expected for the Variable Rate Note.

In general, any other Variable Rate Note that qualifies as a "variable rate debt instrument" will be converted into an "equivalent" fixed rate debt instrument for purposes of determining the amount and accrual of OID and qualified stated interest on the Variable Rate Note. Such a Variable Rate Note must be converted into an "equivalent" fixed rate debt instrument by substituting any qualified floating rate or qualified inverse floating

rate provided for under the terms of the Variable Rate Note with a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as of the Variable Rate Note's issue date. Any objective rate (other than a qualified inverse floating rate) provided for under the terms of the Variable Rate Note is converted into a fixed rate that reflects the yield that is reasonably expected for the Variable Rate Note. In the case of a Variable Rate Note that qualifies as a "variable rate debt instrument" and provides for stated interest at a fixed rate in addition to either one or more qualified floating rates or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the Variable Rate Note provides for a qualified inverse floating rate). Under these circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate must be such that the fair market value of the Variable Rate Note as of the Variable Rate Note's issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for either the qualified floating rate or qualified inverse floating rate rather than the fixed rate. Subsequent to converting the fixed rate into either a qualified floating rate or a qualified inverse floating rate, the Variable Rate Note is converted into an "equivalent" fixed rate debt instrument in the manner described above.

Once the Variable Rate Note is converted into an "equivalent" fixed rate debt instrument pursuant to the foregoing rules, the amount of OID and qualified stated interest, if any, are determined for the "equivalent" fixed rate debt instrument by applying the general OID rules to the "equivalent" fixed rate debt instrument and a U.S. Holder of the Variable Rate Note will account for the OID and qualified stated interest as if the U.S. Holder held the "equivalent" fixed rate debt instrument. In each accrual period, appropriate adjustments will be made to the amount of qualified stated interest or OID assumed to have been accrued or paid in respect of the "equivalent" fixed rate debt instrument in the event that these amounts differ from the actual amount of interest accrued or paid on the Variable Rate Note during the accrual period.

If a Variable Rate Note, such as a Note the payments on which are determined by reference to an index, does not qualify as a "variable rate debt instrument", then the Variable Rate Note will be treated as a contingent payment debt obligation. See paragraph "*Contingent payment debt instruments*" below for a discussion of the U.S. federal income tax treatment of such Notes.

Notes purchased at a premium

A U.S. Holder that purchases a Note for an amount in excess of its principal amount or, for a Discount Note, its stated redemption price at maturity, may elect to treat the excess as "amortisable bond premium", in which case the amount required to be included in the U.S. Holder's income each year in respect of interest on the Note will be reduced by the amount of amortisable bond premium allocable (based on the Note's yield to maturity) to that year. Any election to amortise bond premium will apply to all bonds (other than bonds the interest on which is excludable from gross income for U.S. federal income tax purposes) held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and is irrevocable without the consent of the IRS. See also the paragraph "*Election to treat all interest as original issue discount*" below.

Election to treat all interest as original issue discount

A U.S. Holder may elect to include in gross income all interest that accrues on a Note using the constant-yield method described above under the paragraph "*General*", with certain modifications. For purposes of this election, interest includes stated interest, OID, *de minimis* OID, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortisable bond premium (described above under the paragraph "*Notes purchased at a premium*") or acquisition premium. This election will generally apply only to the Note in respect of which it is made and may not be revoked without the consent of the IRS. If the election to apply the constant-yield method to all interest on a Note is made in respect of a Market Discount Note, the electing U.S. Holder will be treated as having made the election discussed above under the paragraph "*Market*".

discount” to include market discount in income currently over the life of all debt instruments with market discount that are acquired on or after the first day of the first taxable year to which the election applies. U.S. Holders should consult their tax advisers concerning the propriety and consequences of this election.

Contingent payment debt instruments

Certain Series or Tranches of Notes may be treated as “contingent payment debt instruments” for U.S. federal income tax purposes (“**Contingent Notes**”). Under applicable U.S. Treasury regulations, interest on Contingent Notes will be treated as OID and must be accrued on a constant-yield basis based on a yield to maturity that reflects the rate at which the Issuer would issue a comparable fixed-rate non-exchangeable instrument (the “**comparable yield**”), in accordance with a projected payment schedule. This projected payment schedule must include each non-contingent payment on the Contingent Notes and an estimated amount for each contingent payment, and must produce the comparable yield.

The Issuer is required to provide to holders, solely for U.S. federal income tax purposes, a schedule of the projected amounts of payments on Contingent Notes. This schedule must produce the comparable yield. The comparable yield and projected payment schedule will be available from the Issuer by submitting a written request for such information to Rabobank International, Croeselaan 18, 3521 CB Utrecht, the Netherlands.

THE COMPARABLE YIELD AND PROJECTED PAYMENT SCHEDULE WILL NOT BE DETERMINED FOR ANY PURPOSE OTHER THAN FOR THE DETERMINATION OF INTEREST ACCRUALS AND ADJUSTMENTS THEREOF IN RESPECT OF CONTINGENT NOTES FOR U.S. FEDERAL INCOME TAX PURPOSES AND WILL NOT CONSTITUTE A PROJECTION OR REPRESENTATION REGARDING THE ACTUAL AMOUNTS PAYABLE TO THE HOLDERS OF THE NOTES.

The use of the comparable yield and the calculation of the projected payment schedule will be based upon a number of assumptions and estimates and will not be a prediction, representation or guarantee of the actual amounts of interest that may be paid to a U.S. Holder or the actual yield of the Contingent Notes. A U.S. Holder will generally be bound by the comparable yield and the projected payment schedule determined by the Issuer, unless the U.S. Holder determines its own comparable yield and projected payment schedule and explicitly discloses such schedule to the IRS, and explains to the IRS the reason for preparing its own schedule. The Issuer’s determination, however, is not binding on the IRS, and it is possible that the IRS could conclude that some other comparable yield or projected payment schedule should be used instead.

A U.S. Holder of a Contingent Note will generally be required to include OID in income pursuant to the rules discussed in the third paragraph under paragraph “*Original issue discount – General*” above, applied to the projected payment schedule. The “adjusted issue price” of a Contingent Note at the beginning of any accrual period is the issue price of the Note increased by the amount of accrued OID for each prior accrual period and decreased by the projected amount of any payments on the Note. No additional income will be recognised upon the receipt of payments of stated interest in amounts equal to the annual payments included in the projected payment schedule described above. Any differences between actual payments received by the U.S. Holder on the Notes in a taxable year and the projected amount of those payments will be accounted for as additional interest (in the case of a positive adjustment) or as an offset to interest income in respect of the Note (in the case of a negative adjustment), for the taxable year in which the actual payment is made. If the negative adjustment for any taxable year exceeds the amount of OID on the Contingent Note for that year, the excess will be treated as an ordinary loss, but only to the extent the U.S. Holder’s total OID inclusions on the Contingent Note exceed the total amount of any ordinary loss in respect of the Contingent Note claimed by the U.S. Holder under this rule in prior taxable years. Any negative adjustment that is not allowed as an ordinary loss for the taxable year is carried forward to the next taxable year and is taken into account in determining whether the U.S. Holder has a net positive or negative adjustment for that year. However, any negative adjustment that is carried forward to a taxable year in which the Contingent Note is sold, exchanged

or retired, to the extent not applied to OID accrued for such year, reduces the U.S. Holder's amount realised on the sale, exchange or retirement.

Substitution of Issuer

The terms of the Notes provide that, in certain circumstances, the obligations of the Issuer under the Notes may be assumed by another entity. Any such assumption might be treated for U.S. federal income tax purposes as a deemed disposition of Notes by a U.S. Holder in exchange for new notes issued by the new obligor. As a result of this deemed disposition, a U.S. Holder could be required to recognise capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the issue price of the new notes (as determined for U.S. federal income tax purposes) and the U.S. Holder's tax basis in the Notes. U.S. Holders should consult their tax advisers concerning the U.S. federal income tax consequences to them of a change in obligor in respect of the Notes.

Purchase, sale and retirement of Notes

Notes other than Contingent Notes

A U.S. Holder's tax basis in a Note will generally be its cost, increased by the amount of any OID or market discount included in the U.S. Holder's income in respect of the Note and the amount, if any, of income attributable to *de minimis* OID and *de minimis* market discount included in the U.S. Holder's income in respect of the Note, and reduced by (a) the amount of any payments that are not qualified stated interest payments and (b) the amount of any amortisable bond premium applied to reduce interest on the Note.

A U.S. Holder will generally recognise gain or loss on the sale or retirement of a Note equal to the difference between the amount realised on the sale or retirement and the tax basis of the Note. The amount realised does not include the amount attributable to accrued but unpaid interest, which will be taxable as interest income to the extent not previously included in income. Except to the extent described above under paragraph "*Original issue discount – Market discount*" or "*Original issue discount – Short-Term Notes*" or attributable to changes in exchange rates (as discussed below), gain or loss recognised on the sale or retirement of a Note will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period in the Notes exceeds one year. Gain or loss realised by a U.S. Holder on the sale or retirement of a Note generally will be U.S. source.

Contingent Notes

Gain from the sale or retirement of a Contingent Note will be treated as interest income taxable at ordinary income (rather than capital gains) rates. Any loss will be ordinary loss to the extent that the U.S. Holder's total interest inclusions to the date of sale or retirement exceed the total net negative adjustments that the U.S. Holder took into account as ordinary loss, and any further loss will be capital loss. Gain or loss realised by a U.S. Holder on the sale or retirement of a Contingent Note will generally be foreign source.

A U.S. Holder's tax basis in a Contingent Note will generally be equal to its cost, increased by the amount of interest previously accrued in respect of the Note (determined without regard to any positive or negative adjustments reflecting the difference between actual payments and projected payments), increased or decreased by the amount of any positive or negative adjustment that the U.S. Holder is required to make to account for the difference between the U.S. Holder's purchase price for the Note and the adjusted issue price of the Note at the time of the purchase, and decreased by the amount of any projected payments scheduled to be made on the Note to the U.S. Holder through such date (without regard to the actual amount paid).

Foreign currency notes

Interest

If an interest payment is denominated in, or determined by reference to, a foreign currency, the amount of income recognised by a cash basis U.S. Holder will be the U.S. Dollar value of the interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. Dollars.

An accrual basis U.S. Holder may determine the amount of income recognised in respect of an interest payment denominated in, or determined by reference to, a foreign currency in accordance with either of two methods. Under the first method, the amount of income accrued will be based on the average exchange rate in effect during the interest accrual period (or, in the case of an accrual period that spans two taxable years of a U.S. Holder, the part of the period within the taxable year).

Under the second method, the U.S. Holder may elect to determine the amount of income accrued on the basis of the exchange rate in effect on the last day of the accrual period (or, in the case of an accrual period that spans two taxable years, the exchange rate in effect on the last day of the part of the period within the taxable year). Additionally, if a payment of interest is actually received within five business days of the last day of the accrual period, an electing accrual basis U.S. Holder may instead translate the accrued interest into U.S. Dollars at the exchange rate in effect on the day of actual receipt. Any such election will apply to all debt instruments held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and will be irrevocable without the consent of the IRS.

Upon receipt of an interest payment (including a payment attributable to accrued but unpaid interest upon the sale or retirement of a Note) denominated in, or determined by reference to, a foreign currency, the U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into U.S. Dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. Dollars.

OID

OID for each accrual period on a Discount Note that is denominated in, or determined by reference to, a foreign currency will be determined in the foreign currency and then translated into U.S. Dollars in the same manner as stated interest accrued by an accrual basis U.S. Holder, as described above. Upon receipt of an amount attributable to OID (whether in connection with a payment on the Note or a sale or disposition of the Note), a U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into U.S. Dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. Dollars.

Market discount

Market discount on a Note that is denominated in, or determined by reference to, a foreign currency, will be accrued in the foreign currency. If the U.S. Holder elects to include market discount in income currently, the accrued market discount will be translated into U.S. Dollars at the average exchange rate for the accrual period (or portion thereof within the U.S. Holder's taxable year). Upon the receipt of an amount attributable to accrued market discount, the U.S. Holder may recognise U.S. source exchange gain or loss (which will be taxable as ordinary income or loss) determined in the same manner as for accrued interest or OID. A U.S. Holder that does not elect to include market discount in income currently will recognise, upon the disposition or maturity of the Note, the U.S. Dollar value of the amount accrued, calculated at the spot rate on that date, and no part of this accrued market discount will be treated as exchange gain or loss.

Bond premium

Bond premium (including acquisition premium) on a Note that is denominated in, or determined by reference to, a foreign currency will be computed in units of the foreign currency, and any such bond premium that is taken into account currently will reduce interest income (or OID) in units of the foreign currency. On the date bond premium offsets interest income (or OID), a U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the amount offset multiplied by the difference between the spot rate in effect on the date of the offset, and the spot rate in effect on the date the Notes were acquired by the U.S. Holder. A U.S. Holder that does not elect to take bond premium (other than acquisition premium) into account currently will recognise a market loss when the Note matures.

Foreign Currency Contingent Notes

Special rules apply to determine the accrual of OID, and the amount, timing, source and character of any gain or loss on a Contingent Note that is denominated in, or determined by reference to, a foreign currency (a “**Foreign Currency Contingent Note**”). The rules applicable to Foreign Currency Contingent Notes are complex, and U.S. Holders are urged to consult their tax advisers concerning the application of these rules.

Under these rules, a U.S. Holder of a Foreign Currency Contingent Note will generally be required to accrue OID in the foreign currency in which the Foreign Currency Contingent Note is denominated (a) at a yield at which the Issuer would issue a fixed rate debt instrument denominated in the same foreign currency with terms and conditions similar to those of the Foreign Currency Contingent Note and (b) in accordance with a projected payment schedule determined by the Issuer, under rules similar to those described above under paragraph “*Contingent payment debt instruments*”. The amount of OID on a Foreign Currency Contingent Note that accrues in any accrual period will be the product of the comparable yield of the Foreign Currency Contingent Note (adjusted to reflect the length of the accrual period) and the adjusted issue price of the Foreign Currency Contingent Note. The adjusted issue price of a Foreign Currency Contingent Note will generally be determined under the rules described above, and will be denominated in the foreign currency of the Foreign Currency Contingent Note.

OID on a Foreign Currency Contingent Note will be translated into U.S. Dollars under translation rules similar to those described above under paragraph “*Foreign currency notes – Interest*”. Any positive adjustment (i.e. the excess of actual payments over projected payments) in respect of a Foreign Currency Contingent Note for a taxable year will be translated into U.S. Dollars at the spot rate on the last day of the taxable year in which the adjustment is taken into account, or, if earlier, the date on which the Foreign Currency Contingent Note is disposed of. The amount of any negative adjustment on a Foreign Currency Contingent Note (i.e. the excess of projected payments over actual payments) that is offset against accrued but unpaid OID will be translated into U.S. Dollars at the same rate at which the OID was accrued. To the extent a net negative adjustment exceeds the amount of accrued but unpaid OID, the negative adjustment will be treated as offsetting OID that has accrued and been paid on the Foreign Currency Contingent Note, and will be translated into U.S. Dollars at the spot rate on the date the Foreign Currency Contingent Note was issued. Any net negative adjustment carry forward will be carried forward in the relevant foreign currency.

Sale or retirement

Notes other than Foreign Currency Contingent Notes

As discussed above under paragraph “*Purchase, sale and retirement of Notes*”, a U.S. Holder will generally recognise gain or loss on the sale or retirement of a Note equal to the difference between the amount realised on the sale or retirement and its tax basis in the Note. A U.S. Holder’s tax basis in a Note that is denominated in a foreign currency will be determined by reference to the U.S. Dollar cost of the Note. The U.S. Dollar cost of a Note purchased with foreign currency will generally be the U.S. Dollar value of the purchase price on the date of purchase, or the settlement date for the purchase, in the case of Notes traded on an established

securities market, within the meaning of the applicable Treasury Regulations, that are purchased by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects).

The amount realised on a sale or retirement for an amount in foreign currency will be the U.S. Dollar value of this amount on the date of sale or retirement, or the settlement date for the sale, in the case of Notes traded on an established securities market, within the meaning of the applicable Treasury Regulations, sold by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects). Such an election by an accrual basis U.S. Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS.

A U.S. Holder will recognise U.S. source exchange rate gain or loss (taxable as ordinary income or loss) on the sale or retirement of a Note generally equal to the difference, if any, between the U.S. Dollar values of the U.S. Holder's purchase price for the Note (i) on the date of sale or retirement and (ii) the date on which the U.S. Holder acquired the Note. Any such exchange rate gain or loss will be realised only to the extent of total gain or loss realised on the sale or retirement (including any exchange gain or loss in respect of the receipt of accrued but unpaid interest).

Foreign Currency Contingent Notes

Upon a sale, exchange or retirement of a Foreign Currency Contingent Note, a U.S. Holder will generally recognise taxable gain or loss equal to the difference between the amount realised on the sale, exchange or retirement and the U.S. Holder's tax basis in the Foreign Currency Contingent Note, both translated into U.S. Dollars as described below. A U.S. Holder's tax basis in a Foreign Currency Contingent Note will equal (a) the cost thereof (translated into U.S. Dollars at the spot rate on the issue date), (b) increased by the amount of OID previously accrued on the Foreign Currency Contingent Note (disregarding any positive or negative adjustments and translated into U.S. Dollars using the exchange rate applicable to such OID) and (c) decreased by the projected amount of all prior payments in respect of the Foreign Currency Contingent Note. The U.S. Dollar amount of the projected payments described in clause (c) of the preceding sentence is determined by (x) first allocating the payments to the most recently accrued OID to which prior amounts have not already been allocated and translating those amounts into U.S. Dollars at the rate at which the OID was accrued and (y) then allocating any remaining amount to principal and translating such amount into U.S. Dollars at the spot rate on the date the Foreign Currency Contingent Note was acquired by the U.S. Holder. For this purpose, any accrued OID reduced by a negative adjustment carry forward will be treated as principal.

The amount realised by a U.S. Holder upon the sale, exchange or retirement of a Foreign Currency Contingent Note will equal the amount of cash and the fair market value (determined in foreign currency) of any property received. If a U.S. Holder holds a Foreign Currency Contingent Note until its scheduled maturity, the U.S. Dollar equivalent of the amount realised will be determined by separating such amount realised into principal and one or more OID components, based on the principal and OID composing the U.S. Holder's basis, with the amount realised allocated first to OID (and allocated to the most recently accrued amounts first) and any remaining amounts allocated to principal. The U.S. Dollar equivalent of the amount realised upon a sale, exchange or unscheduled retirement of a Foreign Currency Contingent Note will be determined in a similar manner, but will first be allocated to principal and then any accrued OID (and will be allocated to the earliest accrued amounts first). Each component of the amount realised will be translated into U.S. Dollars using the exchange rate used in respect of the corresponding principal or accrued OID. The amount of any gain realised upon a sale, exchange or unscheduled retirement of a Foreign Currency Contingent Note will be equal to the excess of the amount realised over the holder's tax basis, both expressed in foreign currency, and will be translated into U.S. Dollars using the spot rate on the payment date. Gain from the sale or retirement of a Foreign Currency Contingent Note will generally be treated as interest income taxable at ordinary income (rather than capital gains) rates. Any loss will be ordinary loss to the extent that the U.S. Holder's total OID inclusions to the date of sale or retirement exceed the total net negative adjustments

that the U.S. Holder took into account as ordinary loss, and any further loss will be capital loss. Gain or loss realised by a U.S. Holder on the sale or retirement of a Foreign Currency Contingent Note will generally be foreign source. Prospective purchasers should consult their tax advisers as to the foreign tax credit implications of the sale or retirement of Foreign Currency Contingent Notes.

A U.S. Holder will also recognise U.S. source exchange rate gain or loss (taxable as ordinary income or loss) on the receipt of foreign currency in respect of a Foreign Currency Contingent Note if the exchange rate in effect on the date the payment is received differs from the rate applicable to the principal or accrued OID to which such payment relates.

Disposition of foreign currency

Foreign currency received as interest on a Note or on the sale or retirement of a Note will have a tax basis equal to its U.S. Dollar value at the time the foreign currency is received. Foreign currency that is purchased will generally have a tax basis equal to the U.S. Dollar value of the foreign currency on the date of purchase. Any gain or loss recognised on a sale or other disposition of a foreign currency (including its use to purchase Notes or upon exchange for U.S. Dollars) will be U.S. source ordinary income or loss.

U.S. federal income tax treatment of certain Notes not treated as debt

The following summary may apply to certain Notes that are not treated as debt for U.S. federal income tax purposes. This summary does not discuss all types of Notes that may not be treated as debt for U.S. federal income tax purposes. The relevant Final Terms will specify if the discussion below will apply to a particular Series or Tranche of Notes. The U.S. federal income tax consequences of owning Notes that are not treated as debt for U.S. federal income tax purposes and are not described below will be discussed, as appropriate, in the relevant Final Terms.

Equity Notes

Certain Notes may be treated as equity in the Issuer for U.S. federal income tax purposes. The following discussion will apply to Notes that are characterised as equity of the Issuer (“**Equity Notes**”).

Distributions on Equity Notes – general

Distributions paid by the Issuer in respect of Equity Notes out of current or accumulated earnings and profits (as determined for U.S. federal income tax purposes) will generally be taxable to a U.S. Holder as foreign source dividend income, and will not be eligible for the dividends received deduction allowed to corporations. Distributions in excess of current and accumulated earnings and profits will be treated as a non-taxable return of capital to the extent of the U.S. Holder’s basis in the Equity Notes and thereafter as capital gain. However, the Issuer does not maintain calculations of its earnings and profits in accordance with U.S. federal income tax accounting principles. U.S. Holders should therefore assume that any distribution by the Issuer in respect of Equity Notes will constitute ordinary dividend income. U.S. Holders should consult their own tax advisers in respect of the appropriate U.S. federal income tax treatment of any distribution received from the Issuer.

Distributions paid by the Issuer will generally be taxable to a non-corporate U.S. Holder at the special reduced rate normally applicable to long-term capital gains, provided the Issuer qualifies for the benefits of the Treaty. A U.S. Holder will be eligible for this reduced rate only if it has held the Equity Notes for more than 60 days during the 121-day period beginning 60 days before the ex-dividend date.

Foreign currency distributions

Distributions paid in a foreign currency will be included in income in a U.S. Dollar amount calculated by reference to the exchange rate in effect on the day the distributions are received by the U.S. Holder, regardless of whether the foreign currency is converted into U.S. Dollars at that time. If distributions received in a

foreign currency are converted into U.S. Dollars on the day they are received, the U.S. Holder generally will not be required to recognise foreign currency gain or loss in respect of the distribution.

Sale or other disposition of Equity Notes

Upon a sale or other disposition of Equity Notes, a U.S. Holder generally will recognise capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the amount realised on the sale or other disposition and the U.S. Holder's adjusted tax basis in the Equity Notes. A U.S. Holder may realise gain on Equity Notes not only through a sale or other disposition, but also by pledging the Equity Notes as security for a loan or entering into certain constructive disposition transactions. This capital gain or loss generally will be long-term capital gain or loss if the U.S. Holder's holding period in the Equity Notes exceeds one year. However, regardless of a U.S. Holder's actual holding period, any loss may be long-term capital loss to the extent the U.S. Holder receives a dividend that qualifies for the reduced rate described above under paragraph "*Distributions on Equity Notes – general*" and exceeds 5 per cent. of the U.S. Holder's basis in its Equity Notes in the case of Equity Notes that are preferred as to dividends and 10 per cent. in any other case. U.S. Holders should consult their own tax advisers in respect of the appropriate U.S. federal income tax treatment of any distribution received from the Issuer. Any gain or loss will generally be U.S. source.

A U.S. Holder's tax basis in an Equity Note will generally be its U.S. Dollar cost. The U.S. Dollar cost of an Equity Note purchased with foreign currency will generally be the U.S. Dollar value of the purchase price on the date of purchase, or the settlement date for the purchase, in the case of Equity Notes traded on an established securities market, as defined in the applicable Treasury Regulations, that are purchased by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects). Such an election by an accrual basis U.S. Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS.

The amount realised on a sale or other disposition of Equity Notes for an amount in foreign currency will be the U.S. Dollar value of this amount on the date of sale or disposition. On the settlement date, the U.S. Holder will recognise U.S. source foreign currency gain or loss (taxable as ordinary income or loss) equal to the difference (if any) between the U.S. Dollar value of the amount received based on the exchange rates in effect on the date of sale or other disposition and the settlement date. However, in the case of Equity Notes traded on an established securities market that are sold by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects), the amount realised will be based on the exchange rate in effect on the settlement date for the sale, and no exchange gain or loss will be recognised at that time.

Disposition of foreign currency

Foreign currency received on the sale or other disposition of an Equity Note will have a tax basis equal to its U.S. Dollar value on the settlement date. Foreign currency that is purchased will generally have a tax basis equal to the U.S. Dollar value of the foreign currency on the date of purchase. Any gain or loss recognised on a sale or other disposition of a foreign currency (including its use to purchase Equity Notes or upon exchange for U.S. Dollars) will be U.S. source ordinary income or loss.

Forward Notes

General

A Note that provides for a payment in redemption at maturity that is based on the value of one or more Underlyings (whether physically settled by delivery of those Underlyings or settled in cash) and does not provide for a current coupon may be identified as a "**Forward Note**" by the Issuer in the relevant Final Terms. A U.S. Holder of a Forward Note would generally be subject to the U.S. federal income tax consequences discussed below.

In Notice 2008-2, the IRS and the U.S. Department of Treasury announced they were considering whether the holder of an instrument such as a Forward Note should be required to accrue ordinary income on a current basis, whether additional gain or loss from Forward Notes should be treated as ordinary income or capital, whether non-U.S. holders of Forward Notes should be subject to withholding tax on any deemed income accruals, and whether the special “constructive ownership rules” of Section 1260 of the Code might be applied to Forward Notes. Legislation has also been proposed in Congress that would require the holders of certain prepaid forward contracts to accrue income during the term of the transaction. It is not possible to predict the final form of legislative or regulatory changes that might affect holders of instruments such as the Forward Notes, if any, but it is possible that any such changes could be applied retroactively. U.S. Holders are urged to consult their tax advisers concerning the significance, and the potential impact, of the above considerations. The Issuer intends to continue treating the Forward Notes for U.S. federal income tax purposes in accordance with the treatment described below unless and until such time as Congress, the Treasury, and/or the IRS determine that some alternative treatment is more appropriate.

Characterisation

A Forward Note should constitute a prepaid forward contract for U.S. federal income tax purposes. Under current law, U.S. Holders should not be required to recognise income or loss upon the acquisition of a Note, and U.S. Holders should not be required to accrue income in respect of a Note over the life of the Note.

Purchase, sale and retirement

A U.S. Holder will recognise gain or loss on the sale or retirement for cash of a Forward Note equal to the difference between the amount of cash received upon sale or retirement and the U.S. Holder’s tax basis in the Note. A U.S. Holder’s tax basis in a Forward Note will generally be the Note’s U.S. Dollar cost. The U.S. Dollar cost of a Forward Note purchased with a foreign currency will generally be the U.S. Dollar value of the purchase price on the date of purchase increased by the nominal exercise price, if any, paid by the U.S. Holder. Except as provided under paragraph “*Constructive ownership transactions*” below, any gain or loss recognised on the sale or retirement of a Forward Note will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder’s holding period in the Note exceeds one year.

Upon a retirement of a Forward Note by physical delivery of the Underlyings, a U.S. Holder will not be required to recognise gain or loss at that time. A U.S. Holder will have a basis in the Underlyings equal to the U.S. Holder’s basis in the Forward Note. A U.S. Holder’s holding period in the Underlyings will not include the U.S. Holder’s holding period in the Forward Notes.

Constructive ownership transactions

To the extent that a Forward Note is treated as a “constructive ownership transaction”, any gain on disposition may be treated as ordinary income and an interest charge may be imposed on a deemed underpayment of tax for each taxable year during which the Note was held. For purposes of determining the interest charge, gain treated as ordinary income is allocated to each such taxable year during which the Forward Note was held, so that the amount of gain accrued from each year to the next increases at a constant rate equal to the “applicable federal rate” (a rate published monthly by the IRS based on prevailing Treasury yields) in effect at the time the Note is sold or redeemed.

A Note could be treated in whole or in part as a constructive ownership transaction if the issuer of an Underlying and, if the Underlying is an index, possibly the issuer of any security included in that index is treated for U.S. federal income tax purposes as, among other things, a PFIC, a partnership, a trust, or a common trust fund.

The Issuer does not intend to determine whether the issuers of any Underlying in fact fall into any of these categories. Prospective purchasers should consult their tax advisers regarding the status of the Underlyings and the application of the constructive ownership transaction rules to ownership of the Note.

Option Notes

A Note that provides for a payment in redemption at maturity that may under certain circumstances be based on the value of one or more Underlyings (whether physically settled by delivery of those Underlyings or settled in cash) and also provides for a current coupon may be identified as an “**Option Note**” by the Issuer. The discussion below describes the U.S. federal income tax consequences to a U.S. Holder of holding Option Notes.

The treatment of Option Notes for U.S. federal income tax purposes is highly uncertain. It would be reasonable to treat the purchase of an Option Note by a U.S. Holder as a grant by the U.S. Holder to the Issuer of an option contract (the “**Put Option**”), pursuant to which the U.S. Holder may be required to purchase from the Issuer one or more of the Underlyings (or an amount equal to the value of the Underlyings in the case of a cash settled Option Note), and under which option (a) at the time of the issuance of the Option Note the U.S. Holder deposits irrevocably with the Issuer a fixed amount of cash to assure the fulfilment of the holder’s purchase obligation described below (the “**Deposit**”), (b) until maturity the Issuer will be obligated to pay interest to the U.S. Holder, as compensation for the use of the cash Deposit during the term of the Option Note, (c) the Issuer will be obligated to pay an option premium to the holder in consideration for granting the option (the “**Put Premium**”), which premium will be payable as part of the coupon payments, (d) if pursuant to the terms of the Option Notes at maturity the holder is obligated to purchase the Underlying(s), then the Deposit will be applied by the Issuer in full satisfaction of the holder’s purchase obligation under the Put Option, and the Issuer will deliver to the holder the number of Underlyings that the holder is entitled to receive at that time pursuant to the terms of the Notes (or, if the Option Notes are cash settled, a cash amount equal to the value of the Underlyings) and (e) if pursuant to the terms of the Option Notes the holder is not obligated to purchase the Underlyings at maturity, the Issuer will return the cash Deposit to the U.S. Holder at maturity. The discussion below assumes that an Option Note is so treated, except as explicitly provided.

Amounts paid to the Issuer in respect of the original issue of the Option Notes will be treated as allocable in their entirety to the amount of the cash Deposit attributable to such Notes. A portion of the coupon on the Notes (which coupon may be denominated entirely as stated interest) will be characterised as interest payable on the amount of such Deposit, includible in the income of a U.S. Holder as interest in the manner described below. A portion of the coupon will be characterised as Put Premium, includible in the income of a U.S. Holder in the manner described below. There is no assurance that the IRS will agree with this treatment, and alternative treatments of the Option Notes could result in less favourable U.S. federal income tax consequences to a holder, including a requirement to accrue income in respect of the Put Option on a current basis.

Interest payments

Interest payments on the Deposit will generally be included in the income of a U.S. Holder as interest at the time that such interest is accrued or received in accordance with such U.S. Holder’s method of accounting. If the Option Notes are issued at a discount or have a term of one year or less, U.S. Holders will be subject to the rules discussed above under paragraph “*U.S. Federal Income Tax Treatment of Notes Treated as Debt – Original issue discount*” in respect of interest or OID payable on the Deposit. Interest paid by the Issuer and OID, if any, accrued in respect of the Option Notes generally constitute income from sources outside the United States.

Payments of Put Premium

Payments of the Put Premium will not be included in the income of a U.S. Holder until sale or other taxable disposition of Option Notes or retirement of Option Notes for cash; if the Option Note is settled by delivery of Underlyings, the payments of Put Premium will instead be incorporated into the U.S. Holder's basis in such Underlyings. Upon the sale or other taxable disposition of Option Notes or at maturity, as the case may be, the Put Premium payment will be treated in the manner described below.

Retirement of an Option Note for cash

If the Put Option is deemed not to have been exercised at maturity, the cash payment of the full principal amount of the Option Note at maturity would likely be treated as (i) payment in full of the principal amount of the Deposit (which would likely not result in the recognition of gain or loss to an initial purchaser) and (ii) the lapse of the Put Option, which would likely result in a U.S. Holder's recognition of short-term capital gain in an amount equal to the Put Premium paid to the Holder.

If the Put Option is deemed to be exercised at maturity and is cash settled, the payment at maturity would likely be treated as (i) payment in full of the principal amount of the Deposit (resulting in neither gain nor loss for an initial purchaser) and (ii) the exercise by the Issuer of the Put Option. The exercise of the Put Option would result in short-term capital gain or loss to the U.S. Holder in an amount equal to the difference between (i) the sum of the cash received at maturity (other than amounts attributable to accrued but unpaid interest) and all previous payments of Put Premium and (ii) the holder's adjusted basis in the Deposit, as determined under paragraph "*U.S. Federal Income Tax Treatment of Notes Treated as Debt – Purchase, sale and retirement of Notes*" above.

Other retirement of an Option Note

Delivery at maturity of Underlyings would likely be treated as (i) payment in full of the Deposit (resulting in neither gain nor loss for an initial purchaser) and (ii) the exercise by the Issuer of the Put Option and the U.S. Holder's purchase of the Underlyings for an amount equal to the principal amount of the Option Note. The U.S. Holder will have a tax basis in the Underlyings equal to the principal amount of the Option Notes less an amount equal to the aggregate amount of the Put Premium payments and less the portion of the tax basis of the Option Notes allocable to any fractional Underlying, as described in the next sentence. A U.S. Holder will recognise gain or loss (which will be treated as short-term capital gain or loss) in respect of cash received in lieu of fractional Underlyings, in an amount equal to the difference between the cash received and the portion of the basis of the Option Notes allocable to fractional Underlyings (based on the relative value of fractional Underlyings and full Underlyings delivered to the U.S. Holder). A U.S. Holder's holding period in the Underlyings received will not include the U.S. Holder's holding period in the Option Notes.

Sale or other taxable disposition of an Option Note prior to maturity

Upon the sale or other taxable disposition of an Option Note, a U.S. Holder should allocate the amount received between the Deposit and the Put Option on the basis of their respective values on the date of sale or other disposition. The U.S. Holder should generally recognise gain or loss in respect of the Deposit in an amount equal to the difference between the amount of the sales proceeds allocable to the Deposit and the U.S. Holder's adjusted tax basis in the Deposit (which will generally equal the issue price of the Option Note for an initial purchaser (as may be adjusted for any accrued OID on the Deposit)). Except to the extent attributable to accrued but unpaid interest, which will be taxed as such, this gain or loss will be long-term capital gain or loss if the U.S. Holder has held the Option Notes for more than one year. If the Put Option has a positive value on the date of a sale of the Option Note, the U.S. Holder should recognise short-term capital gain equal to the portion of the sale proceeds allocable to the Put Option plus any previously received Put Premium. If the put option has a negative value on the date of sale, the U.S. Holder should be treated as having paid the buyer an amount equal to the negative value in order to assume the U.S. Holder's rights and

obligations under the Put Option. In such a case, the U.S. Holder should recognise short-term capital gain or loss in an amount equal to the difference between the total Put Premium previously received and the amount of the payment deemed made by the U.S. Holder in respect of the assumption of the Put Option.

Foreign Currency Option Notes

Option Notes denominated in, or determined by reference to, a foreign currency (“**Foreign Currency Option Notes**”) will be subject to special rules. Interest and OID denominated in, or determined by reference to, a foreign currency will generally be subject to the rules described in “*U.S. Federal Income Tax Treatment of Notes Treated as Debt – Foreign currency notes*” above.

The treatment upon the sale, retirement or disposition of the Deposit, as described above, should also be governed by the rules described under paragraph “*U.S. Federal Income Tax Treatment of Notes Treated as Debt – Foreign currency notes*” above, regardless of whether the Option Note is cash settled. A U.S. Holder will have a tax basis in any Underlyings received in an amount equal to the excess of the purchase price of the Option Note, translated into U.S. Dollars at the exchange rate in effect on the date of retirement, over the total premium payments received, with each premium likely translated into U.S. Dollars at the exchange rate in effect on the date that it is received. U.S. Holders should consult their tax advisers about the proper method for translating foreign currency in respect of an Option Note into U.S. Dollars.

Possible alternative characterisations

Due to the absence of authority as to the proper characterisation of the Option Notes, no assurance can be given that the IRS will accept, or that a court will uphold, the characterisation and tax treatment described above. It is possible, for example, that the IRS could maintain that amounts denominated as Put Premium (i) should be includible in the U.S. Holder’s income as interest in the manner described above regarding the interest payment or (ii) should be included in a U.S. Holder’s income even in a case where the Option Note is retired for Underlyings. Such treatment might arise, for example, if the IRS were successfully to maintain that amounts denominated as Put Premium (i) should be characterised for federal income tax purposes as interest or (ii) should be treated as a return on the U.S. Holder’s investment in the Option Notes that constitutes income. Alternatively, the IRS could maintain that the Option Notes should be treated as contingent payment debt obligations, in which case the U.S. Holder would be treated as owning Contingent Notes (or Foreign Currency Contingent Notes), subject to the treatment discussed above under paragraph “*U.S. Federal Income Tax Treatment of Notes Treated as Debt*”.

Backup withholding and information reporting

In general, payments of interest and accruals of OID on, and the proceeds of a sale, redemption or other disposition of, the Notes, payable to a U.S. Holder by a U.S. paying agent or other U.S. intermediary, will be reported to the IRS and to the U.S. Holder as may be required under applicable regulations. Backup withholding will apply to these payments including payments of OID if the U.S. Holder fails to provide an accurate taxpayer identification number or certification of exempt status or fails to report all interest and dividends required to be shown on its U.S. federal income tax returns. Certain U.S. Holders are not subject to backup withholding. U.S. Holders should consult their tax advisers as to their qualification for exemption from backup withholding and the procedure for obtaining an exemption.

Reportable transactions

A U.S. taxpayer that participates in a “reportable transaction” will be required to disclose its participation to the IRS. Under the relevant rules, if the Notes are denominated in a foreign currency, a U.S. Holder may be required to treat a foreign currency exchange loss from the Notes as a reportable transaction if this loss exceeds the relevant threshold in the regulations (USD 50,000 in a single taxable year, if the U.S. Holder is an individual or trust, or higher amounts for other non-individual U.S. Holders), and to disclose its investment by

filing Form 8886 with the IRS. A penalty in the amount of USD 10,000 in the case of a natural person and USD 50,000 in all other cases is generally imposed on any taxpayer that fails to timely file an information return with the IRS in respect of a transaction resulting in a loss that is treated as a reportable transaction. Prospective purchasers are urged to consult their tax advisers regarding the application of these rules.

Foreign financial asset reporting

U.S. taxpayers that own certain foreign financial assets, including debt and equity of foreign entities, with an aggregate value in excess of USD 50,000 at the end of the taxable year or USD 75,000 at any time during the taxable year (or, for certain individuals living outside of the United States and married individuals filing joint returns, certain higher thresholds) may be required to file an information report with respect to such assets with their tax returns. The Notes are expected to constitute foreign financial assets subject to these requirements unless the Notes are held in an account at a financial institution (in which case the account may be reportable if maintained by a foreign financial institution). U.S. Holders should consult their tax advisers regarding the application of the rules relating to foreign financial asset reporting.

18 FATCA Withholding

Pursuant to the foreign account tax compliance provisions of the Hiring Incentives to Restore Employment Act of 2010 (“**FATCA**”), non-U.S. financial institutions that enter into agreements with the IRS (“**IRS Agreements**”) or become subject to provisions of local law intended to implement an intergovernmental agreement (“**IGA legislation**”) entered into pursuant to FATCA may be required to identify “financial accounts” held by U.S. persons or entities with substantial U.S. ownership, as well as accounts of other financial institutions that are not themselves participating in (or otherwise exempt from) the FATCA reporting regime. In order (a) to obtain an exemption from FATCA withholding on payments it receives and/or (b) to comply with any applicable laws in its jurisdiction, a financial institution that enters into an IRS Agreement or is subject to IGA legislation may be required to (i) report certain information on its U.S. account holders to the government of the United States or another relevant jurisdiction and (ii) withhold 30 per cent. from all, or a portion of, certain payments made to persons that fail to provide the financial institution information and forms or other documentation that may be necessary for such financial institution to determine whether such person is compliant with FATCA or otherwise exempt from FATCA withholding.

Under FATCA, withholding is required in respect of payments to persons that are not compliant with FATCA or that do not provide the necessary information or documentation made on or after (i) 1 July 2014 in respect of certain U.S. source payments, (ii) 1 January 2017, in respect of payments of gross proceeds (including principal repayments) on certain assets that produce U.S. source interest or dividends and (iii) 1 January 2017 (at the earliest) in respect of “foreign passthru payments” and then, for “obligations” that are not treated as equity for U.S. federal income tax purposes, only on such obligations that are issued or materially modified (including due to a substitution of the Issuer) on or after the date that is six months after the date on which the final regulations applicable to “foreign passthru payments” are filed in the Federal Register, and (iv) with respect to Notes that are subject to FATCA withholding solely because they are treated as giving rise to Dividend Equivalent Payments, the date that is six months after the date on which instruments such as the Notes are first treated as giving rise to Dividend Equivalent Payments, unless, in each case, the Notes are materially modified (including due to a substitution of the Issuer) after such date, or the Notes are treated as equity for U.S. federal tax purposes. If Notes that are not treated as equity for U.S. federal income tax purposes are issued on or before the grandfathering dates applicable for withholding described under clause (iii) or (iv) of the previous sentence, and additional Notes of the same series are issued after such grandfathering dates, the additional Notes may not be treated as grandfathered. This difference in the treatment of the Notes for FATCA purposes may affect the market value of the original Notes if the additional Notes are not otherwise distinguishable from the original Notes.

The application of FATCA to interest, principal or other amounts paid with respect to the Notes and the information reporting obligations of the Issuer and other entities in the payment chain is still developing. In particular, a number of jurisdictions (including the Netherlands) have entered into, or have announced their intention to enter into, intergovernmental agreements (or similar mutual understandings) with the United States, which modify the way in which FATCA applies in their jurisdictions. The full impact of such agreements (and the laws implementing such agreements in such jurisdictions) on reporting and withholding responsibilities under FATCA is unclear. The Issuer and other entities in the payment chain may be required to report certain information on their U.S. account holders to governmental authorities in their respective jurisdictions or the United States in order (a) to obtain an exemption from FATCA withholding on payments they receive and/or (b) to comply with applicable law in their jurisdiction. It is not yet certain how the United States and the jurisdictions that enter into intergovernmental agreements will address withholding on “foreign passthru payments” (which may include payments on the Notes) or if such withholding will be required at all.

For any Notes that are in global form and held within DTC, Euroclear, Clearstream or any Alternative Clearing System (together, the “**ICSDs**”), for so long as they are in global form and held by the ICSDs, in all but the most remote circumstances, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any paying agent and the Common Depositary, given that each of the entities in the payment chain beginning with the Issuer and ending with the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an intergovernmental agreement will be unlikely to affect the securities. The documentation expressly contemplates the possibility that the securities may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to withholding. However, definitive notes generally will only be printed in remote circumstances.

If FATCA withholding were to be deducted or withheld from any payments on the Notes, neither the Issuer nor the Paying Agent nor any other person would, pursuant to the description of the Notes or otherwise, be required to pay additional amounts as a result of such FATCA withholding. As a result, investors may receive less interest or principal than expected.

FATCA IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE ISSUER, THE NOTES AND THE HOLDERS OF NOTES IS UNCERTAIN AT THIS TIME. EACH HOLDER OF NOTES SHOULD CONSULT ITS OWN TAX ADVISER TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO LEARN HOW FATCA MIGHT AFFECT THE HOLDER IN ITS PARTICULAR CIRCUMSTANCES.

19 Dividend Equivalent Payments

Section 871(m) and related provisions of the Code (as defined under the heading “*United States Federal Income Taxation*” above) impose a 30 per cent. U.S. withholding tax on payments that are, directly or indirectly, contingent upon, or determined by reference to, the payment of a dividend from a U.S. entity (a “**Dividend Equivalent Payment**”). The type of payments that constitute Dividend Equivalent Payments subject to this withholding tax is not entirely clear. Payments on Notes that reference equity in U.S. entities, or indices that include equity in U.S. entities, or that reference dividend payments made by U.S. entities, could become subject to this withholding tax. Holders that are not U.S. Holders (as defined under the heading “*United States Federal Income Taxation*” above) (“**Non-U.S. Holders**”) may be able to claim the benefits of a double tax treaty to reduce this withholding. Neither the Issuer nor its Agents nor any other person shall pay any additional amounts to the Non-U.S. Holders in respect of any U.S. withholding imposed on any Dividend Equivalent Payment. The application and interpretation of the rules governing U.S. withholding tax on Dividend Equivalent Payments is subject to change. Non-U.S. Holders should consult their tax advisers about possibility of U.S. withholding on payments made on Notes.

20 EU Directive on the Taxation of Savings Directive

The EU has adopted a directive regarding the taxation of savings income (the “**EU Savings Directive**”). The EU Savings Directive requires Member States to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a person to an individual or to certain other persons in another Member State, except that Austria and Luxembourg instead impose a 35 per cent. withholding tax (under the responsibility of the relevant paying agent) for a transitional period (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld), unless during such period they elect otherwise. The Luxembourg government has announced its intention to elect out of the withholding system in favour of automatic exchange of information with effect from 1 January 2015. The indications are that the Austrian government will also elect out of the withholding system in favour of an automatic exchange of information but no effective date has been announced.

A number of third countries and territories, including Switzerland, have adopted similar measures to the EU Savings Directive.

On 24 March 2014, the Council of the European Union adopted a Directive amending the EU Savings Directive (the “**Amending Directive**”), which, when implemented, will amend and broaden the scope of the requirements described above. In particular, the Amending Directive will broaden the circumstances in which information must be provided or tax withheld pursuant to the EU Savings Directive, and will require additional steps to be taken in certain circumstances to identify the beneficial owner of interest (and other income) payments. EU Member States have until 1 January 2016 to adopt national legislation necessary to comply with this Amending Directive, which legislation must apply from 1 January 2017. Investors should inform themselves of, and where appropriate take advice on, the impact of the Directives referred to above on their investment.

ERISA CONSIDERATIONS

Each fiduciary of a pension, profit-sharing or other employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), (a “**Plan**”) should consider the fiduciary standards of ERISA in the context of the Plan’s particular circumstances before authorising an investment in the Notes. Accordingly, among other factors, the fiduciary should consider whether the investment would satisfy the prudence and diversification requirements of ERISA and would be consistent with the documents and instruments governing the Plan. In addition, certain governmental, church and non-U.S. plans (“**Non-ERISA Arrangements**”) are not subject to the provisions of Section 406 of ERISA or Section 4975 of the Code, but may be subject to federal, state, local or non-U.S. laws that are substantially similar to those provisions (“**Similar Laws**”).

In addition to ERISA’s general fiduciary standards, the Issuer, directly or through its affiliates, may be considered a “party in interest” within the meaning of ERISA, or a “disqualified person” within the meaning of the Code, in respect of many Plans, as well as many individual retirement accounts and Keogh plans (also “**Plans**”). ERISA Section 406 and Code Section 4975 generally prohibit transactions between plans and parties in interest or disqualified persons. Prohibited transactions within the meaning of ERISA or the Code would likely arise, for example, if the Notes are acquired by or with the assets of a Plan in respect of which the Issuer or any of its affiliates is a service provider or other party in interest, unless the Notes are acquired pursuant to an exemption from the “prohibited transaction” rules. A violation of these prohibited transaction rules could result in an excise tax or other liabilities under ERISA and/or Section 4975 of the Code for such persons, unless exemptive relief is available under an applicable statutory or administrative exemption.

There are five prohibited transaction class exemptions (“**PTCEs**”) issued by the U.S. Department of Labor that may provide exemptive relief for direct or indirect prohibited transactions resulting from the purchase or holding of the Notes. Those class exemptions are PTCE 96-23 (for certain transactions determined by in-house asset managers), PTCE 95-60 (for certain transactions involving insurance company general accounts), PTCE 91-38 (for certain transactions involving bank collective investment funds), PTCE 90-1 (for certain transactions involving insurance company separate accounts) and PTCE 84-14 (for certain transactions determined by independent qualified professional asset managers). In addition, ERISA Section 408(b)(17) and Section 4975(d)(20) of the Code provide a limited exemption for the purchase and sale of securities and related lending transactions, provided that neither the issuer of the securities nor any of its affiliates has or exercises any discretionary authority or control or renders any investment advice in respect of the assets of any Plan involved in the transaction and provided further that the Plan receives no less, and pays no more, than “adequate consideration” (within the meaning of ERISA Section 408(b)(17) and Section 4975(f)(10) of the Code) in connection with the transaction (the so-called “service-provider exemption”). There can be no assurance that any of these exemptions or any other exemption will be available in respect of any particular transaction involving the Notes.

Because the Issuer, directly or through its affiliates, may be considered a party in interest or disqualified person in respect of many Plans, unless otherwise specified in the relevant Final Terms, the Notes may not be purchased, held or disposed of by any Plan, any entity whose underlying assets include “plan assets” by reason of any Plan’s investment in the entity (a “**Plan Asset Entity**”) or any person investing “plan assets” (within the meaning of Department of Labor Regulation Section 2510.3-101, as modified by ERISA Section 3(42)) of any Plan or Plan Asset Entity. Unless specified otherwise in the relevant Final Terms, any purchaser, including any fiduciary purchasing on behalf of a Plan, Plan Asset Entity or Non-ERISA Arrangement, transferee or holder of the Notes will be deemed to have represented, in its corporate and fiduciary capacity, by its purchase and holding of the Notes that either (i) it is not a Plan, a Plan Asset Entity or Non-ERISA Arrangement and is not purchasing such securities on behalf of or with “plan assets” of any Plan, Plan Asset

Entity or Non-ERISA Arrangement or (ii) it is a Non-ERISA Arrangement and its purchase, holding and disposition are exempt from and otherwise do not violate Similar Laws and neither the Issuer nor any of its affiliates is a “fiduciary” or substantially similar person under any federal, state, local or non-U.S. laws that are substantially similar to ERISA Section 3(21) in respect of the purchaser or holder in connection with such person’s purchase or holding of the Notes, or as a result of any exercise by the Issuer or any of its affiliates of any rights in connection with the Notes, and no advice provided by the Issuer or any of its affiliates has formed a primary basis for any investment decision by or on behalf of such purchaser or holder in connection with the Notes and the transactions contemplated in respect of the Notes.

In addition to considering the consequences of holding the Notes, Plans, Plan Asset Entities and Non-ERISA Arrangements purchasing the Notes should also consider the possible implications of owning any underlying security that an investor may receive upon an optional or mandatory exchange of the Notes at maturity or otherwise. Purchasers of the Notes have exclusive responsibility for ensuring that their purchase, holding and disposition of the Notes do not violate the prohibited transaction rules of ERISA, the Code or any Similar Laws.

DUE TO THE COMPLEXITY OF THESE RULES AND THE PENALTIES THAT MAY BE IMPOSED UPON PERSONS INVOLVED IN NON-EXEMPT PROHIBITED TRANSACTIONS, IT IS PARTICULARLY IMPORTANT THAT FIDUCIARIES OR OTHER PERSONS CONSIDERING PURCHASING THE NOTES ON BEHALF OF OR WITH “PLAN ASSETS” OF ANY PLAN, PLAN ASSET ENTITY OR NON-ERISA ARRANGEMENT CONSULT WITH THEIR COUNSEL REGARDING THE AVAILABILITY OF EXEMPTIVE RELIEF UNDER PTCS 96-23, 95-60, 91-38, 90-1 OR 84-14 OR THE SERVICE-PROVIDER EXEMPTION, OR SIMILAR EXEMPTIONS FROM SIMILAR LAWS. THE SALE OF ANY NOTES TO A PLAN, PLAN ASSET ENTITY OR NON-ERISA ARRANGEMENT IS IN NO RESPECT A REPRESENTATION BY THE ISSUER OR ANY OF ITS AFFILIATES OR REPRESENTATIVES THAT SUCH AN INVESTMENT MEETS ALL RELEVANT LEGAL REQUIREMENTS IN RESPECT OF INVESTMENTS BY ANY SUCH PLAN, PLAN ASSET ENTITY OR NON-ERISA ARRANGEMENT GENERALLY OR ANY PARTICULAR PLAN, PLAN ASSET ENTITY OR NON-ERISA ARRANGEMENT OR THAT SUCH INVESTMENT IS APPROPRIATE FOR SUCH PLANS, PLAN ASSET ENTITIES OR NON-ERISA ARRANGEMENTS GENERALLY OR ANY PARTICULAR PLAN, PLAN ASSET ENTITY OR NON-ERISA ARRANGEMENT.

TRANSFER RESTRICTIONS

Rule 144A Notes

Each purchaser of Registered Notes within the United States pursuant to Rule 144A, by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged that:

- (1) It is (a) a qualified institutional buyer within the meaning of Rule 144A (a “**QIB**”), (b) acquiring such Notes for its own account or for the account of a QIB and (c) aware, and each beneficial owner of such Notes has been advised, that the sale of such Notes to it is being made in reliance on Rule 144A.
- (2) It understands that such Notes have not been and will not be registered under the Securities Act and may not be (a) sold, pledged or otherwise transferred except in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account of a QIB or (b) offered, sold, pledged or otherwise transferred except (i) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S or (ii) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), in each case in accordance with any applicable securities laws of any State of the United States.
- (3) It will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the resale restrictions referred to in paragraph (2) above, if then applicable.
- (4) It understands that such Notes, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following effect:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE (1) SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT (“**RULE 144A**”) TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, (2) OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THIS NOTE.

- (5) The Issuer, the Registrar, the Dealer(s) and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements. If it is acquiring any Notes for the account of one or more QIBs, it represents that it has sole investment discretion in respect of each such account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such account.
- (6) It understands that the Notes offered in reliance on Rule 144A will be represented by one or more Global Certificates. Before any interest in the Global Certificates may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Global Certificate,

it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

- (7) Distribution of this Base Prospectus, or disclosure of any of its contents to any person other than such purchaser and those persons, if any, retained to advise such purchaser with respect thereto is unauthorised, and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.
- (8) (i) It is not a Plan, a Plan Asset Entity or Non-ERISA Arrangement and is not purchasing such securities on behalf of or with “plan assets” of any Plan, Plan Asset Entity or Non-ERISA Arrangement or (ii) it is a Non-ERISA Arrangement and its purchase, holding and disposition are exempt from and otherwise do not violate Similar Laws and neither the Issuer nor any of its affiliates is a “fiduciary” or substantially similar person under any federal, state, local or non-U.S. laws that are substantially similar to ERISA Section 3(21) in respect of the purchaser or holder in connection with such person’s purchase or holding of the Notes, or as a result of any exercise by the Issuer or any of its affiliates of any rights in connection with the Notes, and no advice provided by the Issuer or any of its affiliates has formed a primary basis for any investment decision by or on behalf of such purchaser or holder in connection with the Notes and the transactions contemplated in respect of the Notes.

Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Regulation S Notes

Each purchaser of Notes outside the United States pursuant to Regulation S and each subsequent purchaser of such Notes in resales prior to the expiration of the distribution compliance period, by accepting delivery of this Base Prospectus and the Notes, will be deemed to have represented, agreed and acknowledged that:

- (1) It is, or at the time Notes are purchased will be, the beneficial owner of such Notes and (a) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S) and (b) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate.
- (2) It understands that such Notes have not been and will not be registered under the Securities Act and that, prior to the expiration of the distribution compliance period, it will not offer, sell, pledge or otherwise transfer such Notes except (i) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S or (ii) pursuant to an exemption from registration under the Securities Act.
- (3) It understands that such Notes, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following:

“THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND NEITHER THIS NOTE NOR ANY PORTION THEREOF MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.”
- (4) It understands that the Issuer, the Registrar, the Dealer(s) and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.
- (5) It understands that the Notes offered in reliance on Regulation S will be represented by a Temporary Global Note and a Permanent Global Note.

- (6) (i) It is not a Plan, a Plan Asset Entity or Non-ERISA Arrangement and is not purchasing such securities on behalf of or with “plan assets” of any Plan, Plan Asset Entity or Non-ERISA Arrangement or (ii) it is a Non-ERISA Arrangement and its purchase, holding and disposition are exempt from and otherwise do not violate Similar Laws and neither the Issuer nor any of its affiliates is, in respect of a Non-ERISA Arrangement, a “fiduciary” or substantially similar person under any federal, state, local or non-U.S. laws that are substantially similar to ERISA Section 3(21) in respect of the purchaser or holder in connection with such person’s purchase or holding of the Notes, or as a result of any exercise by the Issuer or any of its affiliates of any rights in connection with the Notes, and no advice provided by the Issuer or any of its affiliates has formed a primary basis for any investment decision by or on behalf of such purchaser or holder in connection with the Notes and the transactions contemplated in respect of the Notes.

SUBSCRIPTION AND SALE

Summary of the Programme Agreement

Subject to the terms and on the conditions contained in a distribution agreement dated 30 July 2014 (as amended or supplemented as at the Issue Date (the “**Distribution Agreement**”)) between the Issuer and the Initial Dealers (as defined in the Distribution Agreement), the Notes will be offered on a continuous basis by the Issuer to the Initial Dealers (unless otherwise agreed). However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealer(s) that are not Initial Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealer(s), acting as agents of the Issuer. The Distribution Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealer(s).

The Issuer will pay each Relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

Selling Restrictions

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed that, with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”), it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the relevant Final Terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the relevant Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”) following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the relevant Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the date specified in such prospectus or the relevant 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 legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer(s) nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in paragraphs (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State, and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

Argentina

The Issuer has not made, and will not make, any application to obtain an authorisation from the Comisión Nacional de Valores (“CNV”) for the public offering of the Notes in Argentina. The CNV has not approved the Notes, the offering, nor any document relating to the offering of the Notes. Each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any of such Notes in Argentina, except in transactions that will not constitute a public offering of Securities Offering and Sale 511 within the meaning of Section 16 of the Argentine Public Offering Law No 17,811.

Australia

This Base Prospectus has not and no prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia) in relation to the Programme or the Notes has been or will be or is required to be lodged with the Australian Securities and Investments Commission (“ASIC”) or the ASX Limited (“ASX”). Each Dealer has represented and agreed that, and unless the relevant Final Terms or supplement to this Base Prospectus otherwise provides, in connection with the primary distribution of the Notes, it:

- (a) has not (directly or indirectly) offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of the Notes in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, this Base Prospectus or any other offering material or advertisement relating to the Notes in Australia,

unless (i) the aggregate consideration payable by each offeree is at least AUD 500,000 (or its equivalent in an alternate currency, in either case disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act 2001 of Australia and complies with the terms of any authority granted under the Banking Act 1959 of Australia, (ii) the offer or invitation does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act 2001 of Australia, (iii) such action complied with all applicable laws, regulations and directives in Australia and (iv) such action does not require any document to be lodged with ASIC or the ASX.

In addition, each Dealer has agreed that, in connection with the primary distribution of the Notes, it will not sell Notes to any person who has been notified in writing by Rabobank Australia Branch to be an associate of Rabobank, the acquisition of a Note by whom would cause Rabobank to fail to satisfy the public offer test in section 128F of the Income Tax Assessment Act 1936 of Australia as a result of section 128F(5) of the Income Tax Assessment Act 1936 of Australia.

Austria

Each Dealer has represented and agreed that it has not made and will not make an offer of the Notes to the public in Austria, except that an offer of the Notes may be made to the public in Austria:

- (a) if the following conditions have been satisfied:

- (i) the Base Prospectus, including any supplements but excluding any Final Terms, in relation to those Notes issued by the Issuer, which has been approved by *Finanzmarktaufsichtsbehörde* in Austria (the “**FMA**”) or, where appropriate, approved in another Member State and notified to the FMA, all in accordance with the Prospectus Directive, has been published at least one Austrian banking business day prior to the commencement of the relevant offer;
 - (ii) the relevant Final Terms for the Notes have been published on or prior to the date of commencement of the relevant offer; and
 - (iii) a notification with Oesterreichische Kontrollbank, all as prescribed by the Capital Market Act 1991, as amended (“**CMA**”: *Kapitalmarktgesetz* 1991), has been filed at least one Austrian banking business day prior to the commencement of the relevant offer; or
- (b) otherwise in compliance with the CMA.

For the purposes of this provision, the expression “**an offer of the Notes to the public**” means the communication to the public in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Belgium

The Notes may not be distributed in Belgium by way of an offer of securities to the public, as defined in Article 3 §1 of the Belgian Law of 16 June 2006 on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets (the “**Prospectus Law**”), save in those circumstances set out in Article 3 §2-4 of the Prospectus Law.

The offering is exclusively conducted under applicable private placement exemptions and therefore it has not been and will not be notified to, and this Base Prospectus or any other offering material relating to the Notes has not been and will not be approved by, the Belgian Financial Services and Markets Authority (*Autorité des services et marchés financiers / Autoriteit voor financiële diensten en markten*) (the “**FSMA**”).

Accordingly, the offering may not be advertised and each Dealer has represented and agreed that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes and that it has not distributed, and will not distribute, any memorandum, information circular, brochure or any similar documents, directly or indirectly, to any individual or legal entity in Belgium other than:

- (a) qualified investors, as defined in Article 10 of the Prospectus Law;
- (b) investors required to invest a minimum of €100,000 (per investor and per transaction);

and in any other circumstances set out in Article 3 §§2-4 of the Prospectus Law.

This Base Prospectus has been issued only for the personal use of the above qualified investors and exclusively for the purpose of the offering of the Notes. Accordingly, the information contained herein may not be used for any other purpose nor disclosed to any other person in Belgium.

Brazil

Each Dealer has represented and agreed that the Notes may not be offered or sold in Brazil, except in circumstances that do not constitute a public offer or sale under Brazilian law or regulations. Any public offering or distribution, as defined under Brazilian laws and regulations, of the Notes in Brazil is not legal without prior registrations required under Brazilian law and regulations, such as those provided for under Law No. 6,385/76, as amended, Instruction No. 400, issued by the Comissão de Valores Mobiliários on December 29, 2003, as amended. Documents relating to the offerings of the Notes, as well as information contained therein, may not be supplied to the public in Brazil (as the offering of the Notes is not a public offering of

securities in Brazil), nor be used in connection with any offer for subscription or sale of the Notes to the public, as provided for in the applicable laws and regulations, in Brazil.

Canada

Each Dealer has represented and agreed that it has not offered, sold or distributed and will not offer, sell or distribute any Notes, directly or indirectly, in Canada or to or for the benefit of any resident of Canada, other than in compliance with applicable securities laws. Each Dealer has also represented and agreed that it has not and will not distribute or deliver this Base Prospectus, or any other offering material in connection with any offering of Notes, in Canada other than in compliance with applicable securities laws.

Chile

Neither the Issuer nor the Notes have been registered with the Superintendencia de Valores Y Seguros pursuant to Law No. 18.045, the Ley de Mercado de Valores, and regulations thereunder. Each Dealer has represented and agreed that the Base Prospectus, any other offering material or any Final Terms do not constitute an offer of, or an invitation to subscribe for or purchase, the Notes in The Republic of Chile, other than to individually identified buyers pursuant to a Private Offering within the meaning of Article 4 of the Ley de Mercado de Valores (an offer that is not addressed to the public at large or to a certain sector or specific group of the public).

China

Each Dealer has represented and agreed that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the People's Republic of China.

Denmark

This Base Prospectus does not constitute a prospectus under Danish securities law and is not required to be nor has it been filed with or approved by or notified to the Danish Financial Supervisory Authority as this Base Prospectus either (a) has not been prepared in the context of a public offering of securities in Denmark or the admission of securities to trading on a regulated market within the meaning of the Danish Securities Trading Act or any executive orders issued pursuant thereto, or (b) has been prepared in the context of a public offering of securities in Denmark or the admission of securities to trading on a regulated market in reliance on one or more of the exemptions from the requirement to prepare and publish a prospectus in the Danish Securities Trading Act or any executive orders issued pursuant thereto.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not, directly or indirectly, offer or sell in Denmark any Notes by way of public offering, unless in compliance with the Danish Securities Trading Act as amended from time to time and any executive orders issued pursuant thereto.

Dubai International Financial Centre

Each Dealer has represented and agreed that it has not offered and will not offer the Notes to any person in the Dubai International Financial Centre unless such offer is:

- (a) an "Exempt Offer" in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the "DFSA"); and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.2 of the DFSA Conduct of Business Module.

Finland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not, directly or indirectly, publicly offer or sell in Finland any Notes or bring the Notes into general circulation in Finland other than in compliance with all applicable provisions of the laws of Finland and especially in compliance with the Finnish Securities Markets Act (*arvopaperimarkkinalaki* (746/2012), as amended) and any regulation or rule made thereunder, as supplemented and amended from time to time.

France

Each Dealer has represented and agreed that:

(a) Offer to the public in France:

it has only made and will only make an offer of Notes to the public in France in the period beginning on the date of notification to the *Autorité des marchés financiers* (“AMF”) of the approval of the prospectus relating to those Notes by the competent authority of a Member State of the European Economic Area, other than the AMF, which has implemented the EU Prospectus Directive 2003/71/EC (as amended by Directive 2010/73/EU), all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of the approval of this Base Prospectus; or

(b) Private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (i) persons providing investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d’investissement de gestion de portefeuille pour compte de tiers*) and/or (ii) qualified investors (*investisseurs qualifiés*) and/or (iii) a limited circle of investors (*cercle restreint*) acting for their own account, as defined in, and in accordance with, Articles L.411-1, L.411-2, D.411-1 and D.411-4 of the French *Code monétaire et financier*.

Guernsey

Each Dealer has represented and agreed that the Notes cannot be marketed, offered or sold in or to persons resident in Guernsey other than in compliance with the licensing requirements of the Protection of Investors (Bailiwick of Guernsey) Law, 1987 as amended or any exemption therefrom.

The Base Prospectus has not been approved or authorised by the Guernsey Financial Services Commission for circulation in Guernsey. The Base Prospectus may not be distributed or circulated directly or indirectly to any persons in the Bailiwick of Guernsey other than (i) by a person licensed to do so under the terms of the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, or (ii) to those persons regulated by the Guernsey Financial Services Commission as licensees under the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, the Banking Supervision (Bailiwick of Guernsey) Law, 1994, the Insurance Business (Bailiwick of Guernsey) Law, 2002 or the Regulation of Fiduciaries, Administration Business and Company Directors etc. (Bailiwick of Guernsey) Law, 2000.

Hong Kong

In relation to each Tranche of Notes issued by the Issuer, each Dealer has represented and agreed that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong other than (i) to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than in respect of Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Hungary

No permit for the issue of the Notes has been obtained (including obtaining approval of the terms and conditions of the Notes) from the National Bank of Hungary (the “NBH”) nor is required under Hungarian Act CXX of 2001 on Capital Markets (the “**Hungarian Capital Markets Act**”). No action has been taken in Hungary (including obtaining approval of this Base Prospectus from the NBH and the admission to trading on a regulated market (as defined in Chapter II, Sec. 5 (1) 114., of the Hungarian Capital Markets Act)) for the purposes of any Notes to qualify as securities admitted to trading on the Hungarian regulated market or any other European regulated market (both within the meaning of the Hungarian Capital Markets Act).

Save for the cases of a Hungarian Public Offer in compliance with the requirements of the Capital Markets Act, each Dealer has represented and agreed with the Issuer that it has not offered or sold, and will not offer or sell, any Notes in Hungary through a public offering, and has not provided and will not provide any communication to a broader circle of persons containing information on the securities being offered and the terms under which they may acquire the securities and which are sufficient for the investor to make a decision or to subscribe for, or purchase, such securities.

Each Dealer has represented and agreed that it has complied with and will comply with all the requirements of the Hungarian Capital Markets Act and has not taken, and will not take, any action which would result in the Notes being deemed to have been issued in Hungary, the issue of the Notes being classed as “taking deposits and other repayable funds from the public” by the Issuer in Hungary under Section 3 (1) (a) of the Hungarian Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (the “**Hungarian Banking Act**”) or requiring a permit, registration, filing or notification to the NBH or other authorities in Hungary in respect of the Notes in accordance with the Hungarian Capital Markets Act or the practice of the NBH.

If the Notes are offered in a private placement in Hungary, the Issuer must report such private placement to the NBH within 15 days from the closing date of the private placement.

Each Dealer has represented and agreed that if the Notes are offered in a private placement in Hungary, (a) all written documentation prepared in connection with a private placement in Hungary will clearly indicate that it is a private placement; (b) it will ensure that all investors receive the same information which is material or necessary to the evaluation of the Issuer’s current market, economic, financial or legal situation and its expected development, including that which was discussed in any personal consultation with an investor, and (c) the following standard wording will be included in such written communication:

“PURSUANT TO SECTION 18 OF ACT CXX OF 2001 ON THE CAPITAL MARKETS, THIS DOCUMENT WAS PREPARED IN CONNECTION WITH A PRIVATE PLACEMENT IN HUNGARY.”

Ireland

Each Dealer has represented, warranted and agreed that:

- (a) it will not underwrite the issue of, or place the Notes, otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3) (as amended), including, without limitation, Regulations 7 and 152 thereof and any codes of conduct issued in connection therewith and the provisions of the Investor Compensation Act 1998;
- (b) it will not underwrite the issue of, or place, the Notes, otherwise than in conformity with the provisions of the Companies Acts 1963 – 2013 (as amended), the Central Bank Acts 1942 – 2014 and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989;
- (c) it will not underwrite the issue of, place or do anything in Ireland in respect of the Notes otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC, as amended) Regulations 2005 (as amended) and any rules issued under Section 51 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005, by the Central Bank of Ireland; and
- (d) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the Notes, otherwise than in conformity with the provisions of the Market Abuse (Directive 2003/6/ EC) Regulations 2005 (as amended) and any rules issued under Section 34 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 by the Central Bank of Ireland.

Israel

Neither the offering contemplated by this Base Prospectus, any other offering material or any Final Terms nor the Notes have been or will be registered with the Securities Authority of the State of Israel. Accordingly, each Dealer has represented and agreed that the Notes may not be offered or sold to the general public in Israel. The Notes shall only be offered to parties of the types that are listed in the First Schedule to the Securities Law, 5728-1968, of the State of Israel.

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to any Notes be distributed in Italy, except, in accordance with any Italian securities, tax and other applicable laws and regulations.

Each Dealer has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver any Notes or distribute any copy of this Base Prospectus or any other document relating to the Notes in Italy except:

- (a) to qualified investors (*investitori qualificati*), as referred to in Article 100 of Legislative Decree no. 58 of 24 February 1998 (the “**Financial Services Act**”) and Article 34-ter, paragraph 1, letter (b) of CONSOB regulation No. 11971 of 14 May 1999 (the “**Issuers Regulation**”), all as amended from time to time; or
- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Issuers Regulation.

In any event, any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in Italy under paragraph (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, Legislative Decree No. 385 of 1 September 1993 (the “**Banking Act**”) and CONSOB Regulation No. 16190 of 29 October 2007, all as amended from time to time;
- (ii) in compliance with Article 129 of the Banking Act, as amended from time to time, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the offering or issue of securities in Italy; and
- (iii) in compliance with any other applicable laws and regulations, including any limitation or requirement which may be imposed from time to time by CONSOB or the Bank of Italy or other competent authority.

Investors should note that, in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under paragraphs (a) and (b) above, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and the Issuers Regulation. Furthermore, where no exemption from the rules on public offerings applies, the Notes which are initially offered and placed in Italy or abroad to professional investors only but in the following year are “systematically” distributed on the secondary market in Italy become subject to the public offer and the prospectus requirement rules provided under the Financial Services Act and Issuers Regulation. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the purchasers of Notes who are acting outside of the course of their business or profession.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (the “**Financial Instruments and Exchange Act**”). Accordingly, each Dealer has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

Jordan

Each Dealer has represented and agreed that the Notes have not been and will not be offered, sold or promoted or advertised by it in Jordan other than in compliance with the Provisional Securities Law No. 76 of the Year 2002, as amended, and the regulations issued pursuant to it governing the issue, offering and sale of securities. Without limiting the foregoing, each Dealer has represented and agreed that the Notes have not been and will not, in any manner, be offered, sold, promoted or advertised to more than 30 persons in Jordan, without complying with the required approval and notification requirements provided pursuant to the Provisional Securities Law No. 76 of the Year 2002, as amended, and the regulations issued pursuant to it.

Luxembourg

The Notes are not offered to the public in or from Luxembourg and each Dealer has represented and agreed that it will not offer the Notes or cause the offering of the Notes or contribute to the offering of the Notes to the public in or from Luxembourg, unless all the relevant legal and regulatory requirements concerning a public offer in or from Luxembourg have been complied with. In particular, this offer has not been and may not be announced to the public and offering material may not be made available to the public.

Republic of Lithuania

Each Dealer has represented and agreed that the Base Prospectus has not been registered as a prospectus within the meaning of the Law on Securities (No. X-1023) of 18 January 2007 (as most recently amended by Law No. X-1592 of 5 June 2008, Law No. XI-568 of 15 December 2009, Law No. XI-876 of 3 June 2010 and Law No. XI-1035 of 23 September 2010) with the Lithuanian Securities Commission. Accordingly, the Notes may not be offered or sold through public offering or in circumstances which constitute an offer within the meaning of the Law on Securities in the Republic of Lithuania except in circumstances which do not constitute a public offer of securities in the Republic of Lithuania within the meaning of Article 4 of the Law on Securities or pursuant to exemptions from registration set out in article 5 of the Law on Securities.

Macau

Each Dealer has represented and agreed that the Notes may not be promoted, distributed, sold or delivered in the Macau Special Administrative Region of the People's Republic of China (Macau), or any document relating to the Notes be distributed or circulated in Macau, except under the terms of and in compliance with the Macau Financial System Act and any other laws in Macau that may apply to the offer and sale of the Notes in Macau. The Notes are not registered or otherwise authorised for public offer under the Financial System Act of Macau, thus may not be offered or sold in Macau, unless such offer is made by Macau licensed entities according to the Macau Financial System Act and upon their communication to the Macau Monetary Authority, in observation of the guidelines and recommendations issued by the Macau local regulatory authority from time to time.

Monaco

Each Dealer has represented and agreed that the Notes may not be offered or sold, directly or indirectly, to the public in Monaco other than by a Monaco duly authorised intermediary acting as a professional institutional investor which has such knowledge and experience in financial and business matters as to be capable of evaluating the risks and merits of an investment in the Notes. Consequently, the Base Prospectus, any other offering material or any Final Terms may only be communicated to banks duly licensed by the “*Autorité de Contrôle Prudentiel*” and fully licensed portfolio management companies by virtue of Law n° 1.144 of July 26, 1991 and Law n° 1.338 of September 7, 2007 duly licensed by the “*Commission de Contrôle des Activités Financières*”.

The Netherlands

Each Dealer has represented and agreed that the Exempt Notes may not be offered to the public in the Netherlands in reliance on Article 3(2) of the Prospectus Directive unless (a) such offer is made exclusively to persons or entities which are qualified investors as defined in the Prospectus Directive (as defined in paragraph “*Public Offer Selling Restriction under the Prospectus Directive*” above) or (b) standard exemption wording and a logo is disclosed as required by Section 5:20(5) of the Dutch Financial Supervision Act, provided that no such offer of Exempt Notes shall require the publication of a prospectus pursuant to Article 3 of the Prospectus Directive or supplement to a prospectus pursuant to Article 16 of the Prospectus Directive.

Zero Coupon Notes in definitive bearer form and other Notes in definitive bearer form on which interest does not become due and payable during their term but only at maturity (savings certificates or spaarbewijzen as defined in the Dutch Savings Certificates Act or *Wet inzake spaarbewijzen*, the “SCA”) may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member of Euronext Amsterdam N.V. with due observance of the provisions of the SCA and its implementing regulations (which include registration requirements). No such mediation is required, however, in respect of (a) the initial issue of such securities to the first holders thereof, (b) the transfer and acceptance by individuals who do not act in the conduct of a profession or business, and (c) the issue and

trading of such securities if they are physically issued outside the Netherlands and are not distributed in the Netherlands in the course of primary trading or immediately thereafter.

New Zealand

This Base Prospectus has not been, nor will be, registered under the New Zealand Securities Act 1978 (the “Act”). Accordingly, the Notes must not be offered to the public in New Zealand within the meaning of that Act. Without limitation, no person may (directly or indirectly) offer for subscription or purchase or issue invitations to subscribe for or buy, or sell the Notes, or distribute this Base Prospectus or any other advertisement or offering material relating to the Notes in New Zealand, or to any resident of New Zealand, except that the Notes may be offered:

- (a) to persons whose principal business is the investment of money or who, in the course of and for the purpose of their business, habitually invest money;
- (b) to persons who are each required to pay a minimum subscription price of at least NZ\$500,000 for the Notes before the allotment of those Notes;
- (c) otherwise as permitted under the Act and any other applicable laws.

Norway

This Base Prospectus does not constitute a public offer in Norway and has not been approved by or notified to the Financial Supervisory Authority of Norway. Each Dealer has represented and agreed that it (a) has not offered or sold and will not offer or sell any Notes directly or indirectly in the Norway or to residents or citizens of the Norway; and (b) that it has not distributed and will not distribute this Base Prospectus or any other offering material relating to the Notes in or from the Norway, except in circumstances which will not result in a requirement to prepare a prospectus pursuant to the provisions of the Norwegian Securities Trading Act (*lov 29. juni 2007 nr. 75 Lov om verdipapirhandel*).

Qatar

Each Dealer has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, any Notes in the State of Qatar including in the Qatar Financial Centre, except: (a) in compliance with all applicable laws and regulations of the State of Qatar, including in the Qatar Financial Centre; and (b) only through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities or foreign debt financing instruments in the State of Qatar.

Russia

Each Dealer has represented and agreed that the Notes will not be offered, transferred or sold as part of their initial distribution or at any time thereafter to or for the benefit of any persons (including legal entities) resident, incorporated, established or having their usual residence in the Russian Federation or to any person located within the territory of the Russian Federation unless and to the extent otherwise permitted under Russian Law.

San Marino

The Issuer has not received the authorisation by the Central Bank of San Marino pursuant to Law No. 165 of 17th November 2005 (hereinafter “LISF”), so that any reserved activity listed in Attachment 1 to the LISF can be exercised. Accordingly, the Notes may not be publicly offered in or from San Marino and neither the relevant Final Terms nor any other offering materials relating to the Notes may be made available through a public offering in or from San Marino.

Each Dealer has represented and agreed that:

- (a) it has not offered, sold or delivered, and will not offer, sell or deliver any Notes, the relevant Final Terms and any other document and material relating to the Notes in San Marino; and
- (b) the selling and distribution of the Notes, the relevant Final Terms and any other document relating to the Notes can be carried out only to “Professional Clients” as defined in the LISF and its implementing regulations, as long as they have not been solicited and/or directly contacted by such Dealer or the Issuer.

Singapore

Each Dealer has acknowledged that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to persons in Singapore other than (a) to an institutional investor pursuant to Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (b) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A) and in accordance with the conditions specified in Section 275 of the SFA or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Note:

Where Notes are subscribed or purchased under Section 275 by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is given for the transfer;
- (iii) where the transfer is by operation of law; or
- (iv) as specified in Section 276(7) of the SFA.

Republic of South Africa

The Notes may not be offered for sale or subscription or sold, directly or indirectly, within the Republic of South Africa or to any person or corporate or other entity resident in the Republic of South Africa except (a) in accordance with the exchange control regulations of the Republic of South Africa and (b) to any entity resident or within the Republic of South Africa in accordance with (i) the Banks Act, 1990 and any regulations promulgated thereunder, including the Commercial Paper regulations, (ii) the Companies Act 2008, (iii) the Financial Advisory and Intermediary Services Act 2002, (iv) the JSE Listings Requirements and/or (v) any other applicable laws or regulations of the Republic of South Africa in force from time to time.

South Korea

The Notes have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under the Financial Investment Services and Capital Market Act and its subordinate decrees and regulations (collectively, the “FISCMA”). Each Dealer has represented and agreed that the Notes may not be offered, sold or delivered directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly in Korea or to any resident of Korea except as otherwise permitted under the applicable laws and regulations of Korea, including the FISCMA and the Foreign Exchange Transaction Law and its subordinate decrees and regulations (collectively, the “FETL”). Without prejudice to the foregoing, the number of the Notes offered in Korea or to a resident in Korea shall be less than fifty and for a period of one year from the issue date of the Notes, none of the Notes may be divided resulting in an increased number of the Notes. Furthermore, the Notes may not be resold to Korean residents unless the purchaser of the Notes complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the FETL) in connection with the purchase of the Notes.

Spain

This Base Prospectus has not been approved by or registered in the administrative registries of the Spanish Comisión Nacional del Mercado de Valores and, therefore, each Dealer has represented and agreed that the Notes may not be offered in Spain except in circumstances which do not constitute a public offer of securities in Spain within the meaning of article 30bis of the Spanish Securities Market Law of 28 July 1988 (*Ley 24/1988, de julio, del Mercado de Valores*), as amended and restated, and supplemental rules enacted thereunder, or pursuant to an exemption from registration set out in article 41 of Royal Decree 1310/2005 of 4 November 2005, as amended and restated.

Sweden

This Base Prospectus does not constitute a public offer in Sweden and has not been approved by or notified to the Swedish Financial Supervisory Authority. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy or sell Notes or distribute any draft or final document in relation to any such offer, invitation or sale except in circumstances that will not result in a requirement to prepare a prospectus pursuant to the provisions of the Swedish Financial Instruments Trading Act (*lag (1991:980) om handel med finansiella instrument*).

Switzerland

Where the Notes are not to be listed on the SIX Structured Products Exchange, each Dealer has represented and agreed that the Notes may not be offered, sold or otherwise distributed in or from Switzerland, except to qualified investors within the meaning of, and in accordance with, the Swiss Federal Act on Collective Investment Schemes, and each Dealer has acknowledged and agreed that neither this Base Prospectus nor any other document related to the Notes shall constitute a prospectus in the sense of article 652a or 1156 of the Swiss Federal Code of Obligations, or constitute a simplified prospectus in the sense of article 5 of the Swiss Federal Act on Collective Investment Schemes. Each Dealer has acknowledged and agreed that the Notes do not constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes and they are neither subject to approval nor supervision by the Swiss Financial Market Supervisory Authority (FINMA).

Taiwan

Each Dealer has represented and agreed that the Notes may not be offered or sold in Taiwan through public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Law of Taiwan. The Notes may only be made available for purchase outside of Taiwan by investors residing in Taiwan that are not otherwise prohibited from investing in the Notes.

Republic of Turkey

No application has been filed with the Capital Markets Board of the Republic of Turkey (the “CMB”) in connection with the issue of the Notes and the approval for the offering or sale of the Notes (or beneficial interest therein) by the CMB. No application has been filed nor has any permission been obtained for listing the Notes nor has any other arrangement for trading the Notes on any regulated financial market in the Republic of Turkey (as defined by the Capital Markets Law No. 6362 of the Republic of Turkey (the “CML”)) been made.

Accordingly, each Dealer has represented and agreed that it has not and will not offer or sell the Notes (or beneficial interest therein) to investors residing in the Republic of Turkey without obtaining the approval of the CMB and, in the case of a public offering, without issuing a prospectus and an offering circular approved by the CMB, except pursuant to an exemption from the prospectus or otherwise in compliance with the CML and any other applicable laws or regulations of the Republic of Turkey.

Any person making or intending to make any offer within the Republic of Turkey of the Notes (or beneficial interest therein) should only do so in circumstances in which no obligation arises for the Issuer or any Dealer to obtain the approval of the CMB and, in the case of a public offering, to issue a prospectus and a circular approved by the CMB. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of the Notes (or beneficial interest therein) through any financial intermediary, other than offers made by the Dealer.

Each Dealer has represented and agreed with the Issuer that it has complied with and will comply with all the requirements of the CML and related legislation and has not taken, and will not take, any action which would result in the Notes (or beneficial interest therein) being deemed to have been issued in the Republic of Turkey.

In addition, each Dealer has represented and agreed that it has not sold or caused to be sold and will not sell or cause to be sold outside the Republic of Turkey the Notes (or beneficial interests therein) to residents of the Republic of Turkey, unless such sale is authorised pursuant to Article 15(d)(ii) of Decree No. 32 (as amended from time to time) and the CMB regulations.

Ukraine

Each Dealer has represented and agreed that the Notes shall not be offered by any of them for circulation, distribution, placement, sale, purchase or other transfer in the territory of Ukraine. Accordingly, nothing in this Base Prospectus or any other documents, information or communications related to the Notes shall be interpreted as containing any offer or invitation to, or solicitation of, any such circulation, distribution, placement, sale, purchase or other transfer in the territory of Ukraine.

The Notes may be offered and sold by a Dealer to a Ukrainian resident outside of the territory of Ukraine provided that such Ukrainian resident obtained an individual license from the NBU authorising the transfer of foreign currency for the purchase of such Notes. Any such purchase (or further sale by a Ukrainian resident) of the Notes may be carried out only if such Ukrainian resident is licenced as a professional securities trader or if the Notes are sold through a duly licenced professional securities trader.

United Arab Emirates (excluding the Dubai International Financial Centre)

Each Dealer has represented and agreed that the Notes have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities.

United Kingdom

Each Dealer has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

United Mexican States

The Notes have not been and will not be registered with the National Securities Registry (*Registro Nacional de Valores*) maintained by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*), and may not be offered or sold publicly in Mexico. Each Dealer has represented and agreed that it will not offer or sell the Notes publicly in Mexico and that any offering materials related to the Notes may not be distributed publicly in Mexico, nor be used in connection with any public offer or sale of the Notes in Mexico. This Base Prospectus is solely the responsibility of the Issuer and has not been reviewed or authorised by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*). The Notes may be privately offered and sold in México pursuant to the private placement exemption set forth in Article 8 of the Mexican Securities Market Law (*Ley del Mercado de Valores*).

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Bearer Notes having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder.

Each Dealer has represented and agreed that, except as permitted by the Distribution Agreement, it will not offer, sell or, in the case of Bearer Notes, deliver the Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined and certified to the Issuer, by the relevant Agent or, in the case of Notes issued on a syndicated basis, the Lead Manager, within the United States or to, or for the account or benefit of, U.S. persons, unless in accordance with Rule 903 of Regulation S or Rule 144A under the Securities Act. Accordingly, each Dealer has further represented and agreed that neither it nor any of its affiliates (as defined in Rule 405 under the Securities Act) nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (as defined in Rule 902(c) under the Securities Act) in respect of any Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Dealer has further agreed that it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it (other than a sale of Notes issued pursuant to Rule 144A) during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of an offering of any identifiable Tranche of Notes, an offer or sale of Notes within the United States by any dealer that is not participating in the offering of such

tranche of Notes may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. The Distribution Agreement provides that the Dealer(s) may directly or through their respective U.S. broker-dealer affiliates arrange for the offer and resale of Notes within the United States only to qualified institutional buyers pursuant to Rule 144A.

Each purchaser of Registered Notes that have not been registered under the Securities Act is hereby notified that the offer and sale of such Notes to it is being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. Each purchaser of Registered Notes pursuant to Rule 144A, by accepting delivery of this Base Prospectus, will be deemed to have represented and agreed that it is a qualified institutional buyer, that it is aware that the sale to it is being made in reliance on Rule 144A and that it is acquiring the Notes for its own account or for the account of a qualified institutional buyer. See “*Transfer Restrictions*”.

No sale of Registered Notes in the United States to any one purchaser will be for less than USD 100,000 (or its foreign currency equivalent) principal amount and no Registered Note will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least USD 100,000 (or its foreign currency equivalent) of Registered Notes.

Each issuance of Commodity Linked Notes, Commodity Index Linked Notes, Equity Linked Notes, Equity Index Linked Notes, Fund Linked Notes, FX Linked Notes or Inflation Index Linked Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer(s) may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the relevant Final Terms. Each of the Dealer(s) agrees that it will offer, sell and deliver such Notes only in compliance with such additional U.S. selling restrictions.

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealer(s) following a change in a relevant law, regulation or directive. Any such modification will be set out in the relevant Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus, any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes, or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms.

FORM OF FINAL TERMS IN RESPECT OF PD NOTES

FINAL TERMS

**COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.
(RABOBANK STRUCTURED PRODUCTS)**

EUR 15,000,000,000

Structured Medium-Term Note Programme

Due from seven days to perpetuity

SERIES NO: [●]

[TRANCHE NO: [●]]

Issue of [aggregate nominal amount of Tranche] [Title of Notes] [Year of Issue] due [●] (the “Notes”)

Issue Price: [●] per cent.

[Publicity Name[s] of Dealer[s]]

The date of these Final Terms is [●]

[Any person making or intending to make an offer of the Notes may only do so:

- (i) in those Public Offer Jurisdictions mentioned in paragraph [●] of Part B below, provided such person is of a kind specified in that paragraph and that the offer is made during the Offer Period specified in that paragraph; or
- (ii) otherwise] in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.]⁵

PART A — CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Conditions**”) set forth in the base prospectus dated 30 July 2014 [and the supplemental prospectus[es] dated [●]] ([together,] the “**Base Prospectus**”) which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU) (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for viewing at, and copies may be obtained from, Rabobank Nederland at Croeselaan 18, 3521 CB Utrecht, the Netherlands and the principal office in England of the Arranger and of the Paying Agent(s) in Luxembourg, Amsterdam, Paris and Zurich and www.bourse.lu.

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the base prospectus dated [original date] (the “**Conditions**”), which are incorporated by reference in the base prospectus dated 30 July 2014 [and the supplemental prospectus[es] dated [●]] ([together,] the “**Base Prospectus**”) which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU) (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Conditions. The Issuer accepts responsibility for the information contained in these Final Terms which, when read together with the Base Prospectus and the Conditions, contains all information that is material in the context of the issue of the Notes. The Base Prospectus is available for viewing at, and copies may be obtained from Rabobank Nederland at Croeselaan 18, 3521 CB Utrecht, the Netherlands and the principal office in England of the Arranger and of the Paying Agent(s) in Luxembourg, Amsterdam, Paris and Zurich and www.bourse.lu.]⁶

[These Final Terms constitute the final term sheet pursuant to Article 21 of the Additional Rules for the Listing of Derivatives of the SIX Swiss Exchange. The Base Prospectus together with these Final Terms constitute the complete listing prospectus for the Notes within the meaning of Article 21 of the Additional Rules for the Listing of Derivatives of the SIX Swiss Exchange.]⁷

⁵ Paragraph to be included only in the case of a Tranche of Non-Exempt PD Notes and/or Notes which have a denomination of less than EUR 100,000.

⁶ The alternative language applies if the first Tranche of an issue which is being increased was issued under a base prospectus with an earlier date.

⁷ Include if Notes are listed on the SIX Structured Products Exchange.

[The following alternative language applies if Notes are issued pursuant to Rule 144A.]

[THE NOTES REFERRED TO HEREIN THAT ARE REPRESENTED BY A RESTRICTED GLOBAL CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT (“**Rule 144A**”) TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, OR (2) OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT (A) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF NOTES REPRESENTED BY A RESTRICTED GLOBAL CERTIFICATE]

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor’s overall investment portfolio.

(Italicised text indicate drafting notes and guidance for completing the Final Terms. Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs, save in respect of the items which may be deleted in accordance with the relevant drafting notes.)

(Consider whether a drawdown prospectus is necessary in order to issue fungible Notes where the first Tranche was issued pursuant to a previous Base Prospectus/Offering Circular. This could arise in circumstances where, for example, the Final Terms for the original tranche included information which is no longer permitted to be included in Final Terms under the Prospectus Directive (as amended) or pursuant to guidance issued by ESMA.)

[The Notes do not constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes (“CISA”) and thus do not require an authorisation, and are not subject to the supervision, of the Swiss Financial Market Supervisory Authority (FINMA). Accordingly, prospective investors in the Notes are not eligible for the specific investor protection provided under the CISA.]⁸

- | | | |
|---|--------------------|--|
| 1 | Issuer: | Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
(Rabobank Structured Products) |
| 2 | (a) Series Number: | [●] |

⁸ Include if Notes are offered into Switzerland

- (b) Tranche Number: [●]
- (c) Date on which the Notes become fungible: [Not Applicable][The Notes will be consolidated, form a single series and will be interchangeable for trading purposes with the [insert description of the Series] (the “Existing Notes”) on [●][the Issue Date][the exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 80 below].
- 3 Specified Currency or Currencies: [●]
- 4 Aggregate Nominal Amount:
- (a) Series: [●]
- (b) Tranche: [●][Not Applicable]
- 5 Issue Price: [●] per cent. of the aggregate nominal amount
[plus accrued interest in respect of the period from, and including, [insert date][the Interest Commencement Date] to, but excluding, [insert date][the Issue Date] (in the case of fungible issues only, if applicable)]
- 6 (a) Specified Denominations: [●] [and integral multiples of [●] in excess thereof, up to and including [●].]
- (b) Calculation Amount: [●]
(If there is only one Specified Denomination, insert that Specified Denomination, otherwise insert the highest common factor (e.g. EUR 1,000).)
- 7 (a) Issue Date: [●]
- (b) Interest Commencement Date: [As specified in General Condition 1][[●] (Specify if other than the Issue Date)][Not Applicable]
- (c) Trade Date: [●][Not Applicable]
(Trade Date must be specified whenever Alternative Currency Equivalent is applicable, or for Commodity Linked Notes, Commodity Index Linked Notes, Equity Linked Notes or Equity Index Linked Notes.)
- 8 Scheduled Maturity Date: [Specify date (or indicate if Notes are perpetual) or (for Floating Rate Notes) the Specified Interest Payment Date falling in or nearest to the relevant month and year.]
(N.B. It will be necessary to use the second option for Renminbi denominated Fixed Rate Notes where the Interest Payment Dates are subject to adjustment.)
- 9 Interest Basis: [[●] per cent. Fixed Rate Notes] [[insert Reference Rate] [+][–][insert Margin] Floating Rate Notes][Zero Coupon Notes] [Variable Rate Notes][Inverse Floating Rate Notes][CMS Linked Notes][Range Accrual Notes][Ratchet Notes][Contingent Coupon Notes]
Further particulars specified below.]
[Not Applicable]

- 10 Change of Interest Basis: [Not Applicable][Applicable.
Further particulars specified below.]
(If applicable, complete further detail in “Variable Rate Note” below.)
- 11 Redemption Basis: [Redemption at Par][Dual Currency
Redemption][Redemption at
Discount/Premium][Standard Redemption – Single
Underlying][Standard Redemption – Worst
Performer][Standard Redemption – Basket][Barrier
Redemption – Single Underlying][Barrier Redemption –
Worst Performer][Continuous Barrier Redemption –
Single Underlying][Continuous Barrier Redemption –
Worst Performer]
Further particulars specified below.
- 12 Settlement Basis: [Cash Settlement][Physical Delivery]
Further particulars specified below.
- 13 Notes linked to Underlying[s]: [Not Applicable][Commodity Linked Notes][Commodity
Index Linked Notes][Equity Linked Notes][Equity Index
Linked Notes][Fund Linked Notes][FX Linked
Notes][Inflation Index Linked Notes]
Further particulars specified below.
- 14 Alternative Currency Equivalent: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of
this paragraph.)
- (a) Alternative Currency: [As specified in General Condition 8(g)][●]
- (b) Alternative Currency Adjudication Agent⁹: [●]
- (c) Alternative Currency Calculation Agent¹⁰: [●]
- (d) Alternative Currency Spot Rate: [As specified in General Condition 8(g)][●]
- (e) Settlement Rate Option: [As specified in General Condition 8(g)][●]
- (f) USD Spot Rate: [As specified in General Condition 8(g)][●]
- (g) USD Settlement Rate Option: [As specified in General Condition 8(g)][●]
- (h) Rate Calculation Jurisdiction: [●]
- (i) Rate Calculation Business Days: [As specified in General Condition 8(g)][●]
- (j) Specified Time: [●]

⁹ When paragraph 14 (Alternative Currency Equivalent) is “Applicable”, a separate Alternative Currency Adjudication Agency Agreement will be needed if the Alternative Currency Adjudication Agent is not a Dealer or one of its affiliates or, where it is acting as Fiscal Agent Deutsche Bank AG London Branch.

¹⁰ When paragraph 14 (Alternative Currency Equivalent) is “Applicable”, a separate Alternative Currency Calculation Agency Agreement will be needed if the Alternative Currency Calculation Agent is not a Dealer or one of its affiliates or, where it is acting as Fiscal Agent, Deutsche Bank AG London Branch.

- (k) Maximum Days of Postponement: [●]
- 15 Redemption Prior to Maturity:
- (a) Call Option/Put Option: [Not Applicable][Call Option][Put Option]
Further particulars specified below.]
- (b) Automatic Early Redemption: [Not Applicable][Applicable]
Further particulars specified below.]
- 16 (a) Status of the Notes: Senior Notes
- (b) Domestic Note: [Applicable][Not Applicable]
- (c) Date of approval for issuance of Notes: [●][Not Applicable]

PROVISIONS RELATING TO THE INTEREST BASIS

- 17 **Fixed Rate Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Rate of Interest: [●] per cent. per annum [payable [annually][semi-annually][quarterly][monthly] in arrear.]
- (b) [Specified] Interest Payment Date[s]: [●][in each year, from, and including, the Interest Commencement Date to, and including, the Maturity Date.]
(Include "Specified" where a Business Day Convention applies in accordance with 17(g) below.)
- (c) Fixed Coupon Amounts: [●] per Calculation Amount
[Each Fixed Coupon Amount shall be calculated by multiplying (i) the product of the Rate of Interest and the Calculation Amount, by (ii) the Day Count Fraction, and rounding the resultant figure to the nearest CNY0.01, with CNY0.005 rounded upwards.]
(The second option should only be used in the case of Fixed Rate Notes denominated in Renminbi where the Interest Payment Dates are subject to adjustment.)
- (d) Broken Amount: [[●] per Calculation Amount, payable on the Interest Payment Date falling [in][on] [●]][Not Applicable]
- (e) Day Count Fraction: [Actual/Actual][Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)]
[Actual/360][30/360][360/360][Bond Basis][30E/360][Eurobond Basis][30E/360 (ISDA)]
(Day Count Fraction should be Actual/Actual-for all fixed rate issues other than those denominated in U.S. Dollars or Renminbi, unless otherwise agreed.)
- (f) Interest Determination Date[s]: [As specified in General Condition 1][●] in each year][●][Not Applicable]
- (g) Business Day Convention: [Applicable – Modified Following Business Day]

18 **Floating Rate Notes:**

- Convention][Not Applicable]
(General Condition 8(f) will apply if an Interest Payment Date falls on a day that is not a Payment Day, there fore only applicable where Notes are denominated in Renminbi.)
- [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Interest Period: [As specified in General Condition 1][●]
- (b) Specified Interest Payment Date[s]: [●], subject to adjustment in accordance with the Business Day Convention.]
- (c) Specified Period[s]: [●][Not Applicable]
- (d) Business Day Convention: [Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention][Not applicable]
(Include a Business Day Convention where the period in which interest accrual should be adjusted for a non-Business Day.)
- (e) Party responsible for calculating the Rate[s] of Interest (if not the Fiscal Agent): [●][Not Applicable]
- (f) Manner in which the Rate[s] of Interest is/are to be determined: [ISDA Determination][Screen Rate Determination]
- (g) ISDA Determination: [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (i) Floating Rate Option[s]: [●]
- (ii) Designated Maturity[ies]: [●]
- (iii) Reset Date[s]: [First day of Interest Period][●]
- (h) Screen Rate Determination: [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (i) Reference Rate[s]: [●] [month] [year] [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR][EONIA][STIBOR] [EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate]
- (ii) Interest Determination Date[s]: [As specified in General Condition 1][[●] Business Days prior to [the first day in each Interest Period][each Specified Interest Payment Date][●]]
- (iii) Relevant Screen Page[s]: [●]
- (iv) Fallback Provisions: As specified in General Condition [5(b)(iii)(B)(IV)(A)][5(b)(iii)(B)(V)(A)][5(b)(iii)(B)(V)(B)][Not Applicable]

- (i) Linear Interpolation: [Applicable][Not Applicable]
- (j) Margin: [+/-][●] per cent. per annum
(If the Margin is going to differ as between different Interest Periods, this should be specified here.)
- (k) Minimum Rate of Interest: [●][Not Applicable]
- (l) Maximum Rate of Interest: [●][Not Applicable]
- (m) Day Count Fraction: [Actual/Actual][Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360][360/360][Bond Basis][30E/360][Eurobond Basis][30E/360 (ISDA)][Actual/Actual-ICMA]
- 19 Zero Coupon Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Amortisation Yield: [As specified in General Condition 1][●] per cent. per annum]
- (b) Day Count Fraction: [Actual/Actual][Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360][360/360][Bond Basis][30E/360][Eurobond Basis][30E/360 (ISDA)][Actual/Actual-ICMA]
- 20 Inverse Floating Rate Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Interest Period: [As specified in General Condition 1][●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Specified Period[s]: [●][Not Applicable]
- (d) Business Day Convention: [Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]
- (e) Applicable formula to be used for calculating the Rate[s] of Interest: [INV(1)][INV(2)][INV(3)][INV(4)][INV(5)][INV(6)][INV(7)][INV(8)]
- (f) Party responsible for calculating the Rate[s] of Interest (if not the Fiscal Agent): [●][Not Applicable]
- (g) Inverse Rate: [The mathematical [difference between][sum of]] (*specify Reference Rate(s)/Floating Rate Option(s)*) determined in accordance with [ISDA Determination][Screen Rate Determination] as set out below:
- (i) ISDA Determination: [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (A) Floating Rate Option[s]: [●]
- (B) Designated Maturity[ies]: [●]
- (C) Reset Date[s]: [First day of Interest Period][●]

- (ii) Screen Rate Determination[s]: [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (A) Reference Rate[s]: [●]
- (B) Interest Determination Date[s]: [●][TARGET] Business Days for *[specify currency]* prior to [the first day in [each Interest Period]][each Specified Interest Payment Date]]
- (C) Relevant Screen Page[s]: [●]
- (D) Fallback Provisions: [Per General Condition 5(b)(iii)(B)(V)(A)][Per General Condition 5(b)(iii)(B)(V)(B)][Not Applicable]
- (iii) Linear Interpolation: [Applicable][Not Applicable]
- (h) Margin: [●][Not Applicable]
- (i) Margin₁: [●][Not Applicable]
- (j) Margin₂: [●][Not Applicable]
- (k) Margin₃: [●][Not Applicable]
- (l) Gearing Factor: [●][Not Applicable]
- (m) Previous Coupon: [Applicable][Not Applicable] *(If not applicable, delete the remainder of this paragraph.)*
- [The Previous Coupon shall be calculated by reference to the Interest Period commencing on [●].]
- [In respect of the Interest Period commencing on [●], the Previous Coupon shall be [●] per cent.]
- (n) Day Count Fraction: [Actual/Actual][Actual/Actual-ISDA][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360][360/360][Bond Basis][30E/360][Eurobond Basis][30E/360 (ISDA)][Actual/Actual-ICMA]
- 21 CMS Linked Notes:** [Applicable][Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Interest Period: [As specified in General Condition 1][●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Specified Period[s]: [●][Not Applicable]
- (d) Business Day Convention: [Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]
- (e) Applicable formula to be used for calculating Rate[s] of Interest: [CMS(1)][CMS(2)][CMS(3)][CMS(4)][CMS(5)][CMS(6)][CMS(7)][CMS(8)][CMS(9)][CMS(10)][CMS(11)][CMS(12)][CMS(13)][CMS(14)][CMS(15)][CMS(16)][CMS(17)][CMS(18)][CMS(19)][CMSRA(1)][CMSRA(2)][CMSRA(3)][CMSRA(4)][CMSRA(5)]
- (f) Party responsible for calculating the Rate[s] of Interest (if not the Fiscal Agent): [●][Not Applicable]

- (g) CMS Rate: [[The mathematical [difference between][sum of]]
(specify Reference Rate(s)/Floating Rate Option(s))
determined in accordance with [ISDA
Determination][Screen Rate Determination] as set out
below:][Determined in accordance with [specify CMS
formula] according to the provisions set out below:]
- (Repeat sub-paragraph (i) to (iii) below for each of CMS Rate₁, CMS Rate₂ or CMS Rate₃ where they apply. If the CMS Rate is determined by reference to another CMS formula, replicate such of the details below necessary to calculate such formula.)*
- (i) ISDA Determination: [Applicable][Not Applicable] *(If not applicable, delete the sub-paragraphs (A) to (C) below.)*
- (A) Floating Rate Option[s]: [●]
- (B) Designated Maturity[ies]: [●]
- (C) Reset Date[s]: [First day of Interest Period][●]
- (ii) Screen Rate Determination: [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs (A) to (D) below.)*
- (A) Reference Rate[s]: [●] [month] [year] [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR][EONIA][STIBOR][EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate]
- (B) Interest Determination Date[s]: [As specified in General Condition 1][●] Business Days prior to [the first day in each Interest Period][each Specified Interest Payment Date][●]
- (C) Relevant Screen Page[s]: [●]
- (D) Fallback Provisions: As specified in General Condition [5(b)(iii)(B)(IV)(A)][5(b)(iii)(B)(V)(A)][5(b)(iii)(B)(V)(B)][Not Applicable]
- (iii) Linear Interpolation: [Applicable][Not Applicable]
- (h) Applicable Rate: [Specify absolute value *(If not applicable, delete sub-paragraphs (i) to (iii) below)*][The mathematical [difference between][sum of]] (specify Reference Rate(s)/Floating Rate Option(s)) determined in accordance with [ISDA Determination][Screen Rate Determination] as set out below:
- [(i) ISDA Determination: [Applicable][Not Applicable] *(If not applicable, delete the sub-paragraphs (A) to (C) below.)*
- (A) Floating Rate Option[s]: [●]
- (B) Designated Maturity[ies]: [●]
- (C) Reset Date[s]: [First day of Interest Period][●]
- (ii) Screen Rate Determination: [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs (A) to (D) below.)*
- (A) Reference Rate[s]: [●] [month] [year] [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR][EONIA][STIBOR][EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate]

(B) Interest Determination Date[s]:	[As specified in General Condition 1][[●] Business Days prior to [the first day in each Interest Period][each Specified Interest Payment Date][●]]
(C) Relevant Screen Page[s]:	[●]
(D) Fallback Provisions:	As specified in General Condition [5(b)(iii)(B)(IV)(A)] [5(b)(iii)(B)(V)(A)][5(b)(iii)(B)(V)(B)][Not Applicable]
(iii) Linear Interpolation:	[Applicable][Not Applicable]
(i) Accrual Rate:	[●] per cent. [<i>Specify Reference Rate and/or Floating Rate Option</i>]
(j) Accrual Rate:	[●]
(k) Accrual Range:	[●]
(l) Gearing Factor:	[●][Not Applicable]
(m) Gearing Factor ₁ :	[●][Not Applicable]
(n) Gearing Factor ₂ :	[●][Not Applicable]
(o) Margin:	[●][Not Applicable]
(p) Margin ₁ :	[●][Not Applicable]
(q) Margin ₂ :	[●][Not Applicable]
(r) Margin ₃ :	[●][Not Applicable]
(s) Power:	[●][Not Applicable]
(t) Minimum Rate of Interest:	[●][Not Applicable]
(u) Minimum Rate of Interest ₁ :	[●][Not Applicable]
(v) Minimum Rate of Interest ₂ :	[●][Not Applicable]
(w) Maximum Rate of Interest:	[●][Not Applicable]
(x) Maximum Rate of Interest ₁ :	[●][Not Applicable]
(y) Maximum Rate of Interest ₂ :	[●][Not Applicable]
(z) Day Count Fraction:	[Actual/Actual][Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360] [360/360][Bond Basis][30E/360][Eurobond Basis] [30E/360 (ISDA)][Actual/Actual-ICMA]
(aa) Fixing Day:	[As specified in General Condition 1][●]
(bb) Rate Cut-off Date:	[●][Not Applicable]
(cc) Minimum CMS Rate of Interest:	[●][Not Applicable]
22 Range Accrual Notes:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i>
(a) Interest Period:	[As specified in General Condition 1][●]
(b) Specified Interest Payment Date[s]:	[●]
(c) Specified Period[s]:	[●]
(d) Business Day Convention:	[Floating Rate Convention][Following Business Day]

	Convention][Modified Following Business Day Convention][Preceding Business Day Convention]
(e) Applicable formula to be used for calculating the Rate[s] of Interest:	[RAN(1)][RAN(2)][RAN(3)][RAN(4)][RAN(5)]
(f) Party responsible for calculating the Rate[s] of Interest (if not the Calculation Agent):	[●][Not Applicable]
(g) Applicable Rate[s]:	<i>[Specify absolute value (If applicable, delete sub-paragraphs (i) to (iii) below)]</i> [The mathematical [difference between][sum of]] (<i>specify Reference Rate(s)/Floating Rate Option(s)</i>) determined in accordance with [ISDA Determination][Screen Rate Determination] as set out below:
(i) ISDA Determination:	[Applicable][Not Applicable] (<i>If not applicable, delete the sub-paragraphs (A) to (C) below.</i>)
(A) Floating Rate Option[s]:	[●]
(B) Designated Maturity[y][ies]:	[●]
(C) Reset Date[s]:	[First day of Interest Period][●]
(ii) Screen Rate Determination:	[Applicable][Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs (A) to (D) below.</i>)
(A) Reference Rate[s]:	[●] [month] [year] [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR][EONIA] [STIBOR][EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate]
(B) Interest Determination Date[s]:	[As specified in General Condition 1][[●] Business Days prior to [the first day in each Interest Period][each Specified Interest Payment Date][●]]
(C) Relevant Screen Page[s]:	[●]
(D) Fallback Provisions:	As specified in General Condition [5(b)(iii)(B)(IV)(A)] [5(b)(iii)(B)(V)(A)][5(b)(iii)(B)(V)(B)][Not Applicable]
(iii) Linear Interpolation:	[Applicable][Not Applicable]
(h) Accrual Range:	[●]
(i) Accrual Rate:	[●]
(j) Fixing Day:	[As specified in General Condition 1][●]
(k) Rate Cut-off Date:	[As specified in General Condition 1][●]
(l) Gearing Factor:	[●][Not Applicable]
(m) Margin:	[●][Not Applicable]
(n) Minimum Rate of Interest:	[●][Not Applicable]
(o) Maximum Rate of Interest:	[●][Not Applicable]
(p) Day Count Fraction:	[Actual/Actual][Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360][360/360][Bond Basis][30E/360][Eurobond Basis]

	[30E/360 (ISDA)][Actual/Actual-ICMA]
23 Variable Rate Notes:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)
(a) Variation Notice:	[Applicable][Not Applicable]
[(i) Minimum notice period if other than 5 Business Days:	[•]] (Delete if inapplicable)
(b) Variation Date[s]:	[•]
(c) Initial Rate of Interest:	The [Fixed Interest Rate][Floating Interest Rate][Inverse Floating Interest Rate][CMS Linked Interest Rate][Range Accrual Interest Rate][Zero Coupon Interest Rate] specified below: (Replicate details in paragraph 17, 18, 19, 20, 21 or 22, as applicable.)
(d) Varied Rate[s] of Interest:	The [Fixed Interest Rate][Floating Interest Rate][Inverse Floating Interest Rate][CMS Linked Interest Rate][Range Accrual Interest Rate][Zero Coupon Interest Rate] specified below: (Replicate details in paragraphs 17, 18, 19, 20, 21 or 22, as applicable, specifying which Variation Date to which the Varied Rate of Interest relates.)
24 Ratchet Notes:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)
(a) Coupon Observation Date[s]:	[•]
(b) Specified Interest Payment Date[s]:	[•]
(c) Floating Interest Rate:	
(i) Manner in which Rate(s) of Interest is/are to be determined:	[Screen Rate Determination][ISDA Determination]
(ii) ISDA Determination:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(A) Floating Rate Option[s]:	[•]
(B) Designated Maturity[ies]:	[•]
(C) Reset Date[s]:	[First day of Interest Period][•]
(iii) Screen Rate Determination:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(A) Reference Rate[s]:	[•] [month] [year] [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR][EONIA] [STIBOR][EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate]
(B) Interest Determination Date[s]:	[•][TARGET] Business Days for [specify currency] prior to [the first day in [each Interest Period][each Specified Interest Payment Date]]

- (C) Relevant Screen Page[s]: [●]
- (d) PrevCpn in respect of First Interest Period: [●]
- (e) Gearing Factor₁: [●]
- (f) Gearing Factor₂: [●]
- (g) Margin: [●]
- (h) Margin₁: [●]
- (i) Margin₂: [●]
- Contingent Coupon Notes** *(In addition, complete relevant section in the “Provisions relating to the Underlying” section below.)*
- 25 **Conditional Coupon with No Memory – Single Underlying:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 26 **Conditional Coupon with No Memory – Worst Performer:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 27 **Conditional Coupon with Memory – Single Underlying:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 28 **Conditional Coupon with Memory – Worst Performer:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 29 **Range Accrual – Single Underlying:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Period: [Inc/Inc][Inc/Exc][Exc/Inc][Exc/Exc]
- (i) Coupon Observation Period Start Date[s]: [●]

- (ii) Coupon Observation Period [●]
End Date[s]:
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 30 **Range Accrual – Worst Performer:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Period: [Inc/Inc][Inc/Exc][Exc/Inc][Exc/Exc]
- (i) Coupon Observation Period [●]
Start Date[s]:
- (ii) Coupon Observation Period [●]
End Date[s]:
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 31 **Bonus Recovery – Single Underlying:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- (e) Coupon Observation Value: [Reference Value][Averaging] *(Delete sub-paragraph below if Averaging is not applicable.)*
- [(i) Coupon Averaging Dates: [●]]
- 32 **Bonus Recovery – Worst Performer:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- (e) Coupon Observation Value: [Reference Value][Averaging] *(Delete sub-paragraphs below if Averaging is not applicable)*
- [(i) Coupon Averaging Dates: [●]]
- 33 **Year-on-Year Inflation Linked Interest:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Applicable Formula: [Cap][Floor][Cap and Floor][Not Applicable]
- (b) Coupon Observation Date[s]: [●]
- (c) Specified Interest Payment Date[s]: [●]

- (d) Gearing Factor: [●]
- (e) Margin: [●]
- (f) Coupon Cap: [●][Not Applicable]
- (g) Coupon Floor: [●][Not Applicable]

(Specify terms specific to the Inflation Index in the “Provisions relating to the Underlying” section below.)

34 Other Periodic Inflation Linked Interest: [Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) Applicable Formula: [Cap][Floor][Cap and Floor][Not Applicable]
- (b) Coupon Observation Date[s]: [●]
- (c) Specified Interest Payment Date[s]: [●]
- (d) Rate: [●]
- (e) Coupon Cap: [●][Not Applicable]
- (f) Coupon Floor: [●][Not Applicable]

(Specify terms specific to the Inflation Index in the “Provisions relating to the Underlying” section below.)

35 Digital Interest: [Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) Applicable Formula: [Equal to or less than][Equal to or greater than][Within a range]
- (b) Coupon Observation Date[s]: [●]
- (c) Specified Interest Payment Date[s]: [●]
- (d) Coupon Trigger: [[●] per cent. of Initial Value][Not Applicable]
- (e) Coupon Trigger₁: [[●] per cent. of Initial Value][Not Applicable]
- (f) Coupon Trigger₂: [[●] per cent. of Initial Value][Not Applicable]
- (g) Rate₁: [●][Not Applicable]
- (h) Rate₂: [●][Not Applicable]

36 FX Linked Interest: [Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) FX Determination Date: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Applicable Formula: [FX₁][FX₂]
- (d) Rate₁: [●]
- (e) Rate₂: [●]
- (f) FX₀: [●]
- (g) Relevant Time: [●]
- (h) Relevant Screen Page: [●]

(Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)

37 FX Range Interest: [Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) Observation Period: [As specified in General Condition 5(i)(ix)][●]
- (b) Maximum Current Rate: [●]
- (c) Minimum Currency Rate: [●]
- (d) Specified Interest Payment Date(s): [●]
- (e) Rate₁: [●]
- (f) Rate₂: [●]

(Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)

PROVISIONS RELATING TO THE REDEMPTION BASIS

Automatic Early Redemption

- 38 **Autocall – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) i **Automatic Early Redemption Observation Date:** **Automatic Early Redemption Trigger:**
 - 1 [●] [●]
 - 2 [●] [●]
 - 3 [●] [●]

(Repeat as necessary for additional dates/triggers.)

- (b) Automatic Early Redemption Date[s]: [As specified in General Condition 1][Each Interest Payment Date (except the Maturity Date)][●]
- (c) Automatic Early Redemption Value: [●] per cent.

- 39 **Autocall – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) i **Automatic Early Redemption Observation Date:** **Automatic Early Redemption Trigger:**
 - 1 [●] [●]
 - 2 [●] [●]
 - 3 [●] [●]

(Repeat as necessary for additional dates/triggers.)

- (b) Automatic Early Redemption Date[s]: [As specified in General Condition 1][Each Specified Interest Payment Date (except the Maturity Date)][●]
- (c) Automatic Early Redemption Value: [●] per cent

- 40 **Autocall – (Individual Call) – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) Equal to or less than: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

this paragraph.)

- (i) i **Automatic Early Redemption Observation Date:** **Automatic Early Redemption Trigger:**

1	[●]	[●]
2	[●]	[●]
3	[●]	[●]

(Repeat as necessary for additional dates/triggers.)

- (iii) Automatic Early Redemption [As specified in General Condition 1][Each Specified Date[s]: Interest Payment Date (except the Maturity Date)][●]

- (iii) Automatic Early Redemption [●] per cent.
Value:

- (b) Equal to or greater than: [Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (i) i **Automatic Early Redemption Observation Date:** **Automatic Early Redemption Trigger:**

1	[●]	[●]
2	[●]	[●]
3	[●]	[●]

(Repeat as necessary for additional dates/triggers.)

- (ii) Automatic Early Redemption [As specified in General Condition 1][Each Specified Date[s]: Interest Payment Date (except the Maturity Date)][●]

- (iii) Automatic Early Redemption [●] per cent.
Value:

- (c) Within a range: [Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (i) i **Automatic Early Redemption Observation Date:** **Automatic Early Redemption Trigger₁:** **Automatic Early Redemption Trigger₂:**

1	[●]	[●]	[●]
2	[●]	[●]	[●]
3	[●]	[●]	[●]

(Repeat as necessary for additional dates/triggers.)

- (ii) Automatic Early Redemption [As specified in General Condition 1][Each Specified Date[s]: Interest Payment Date (except the Maturity Date)][●]

- (iii) Automatic Early Redemption [●] per cent.
Value:

- 41 Autocall – (Individual Call) – Worst [Applicable][Not Applicable]

Performer: (If not applicable, delete the remaining sub-paragraphs of

this paragraph.)

- (a) Equal to or less than: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- | | | | |
|-----|---|---|--|
| (i) | i | Automatic Early Redemption Observation Date: | Automatic Early Redemption Trigger: |
| | 1 | [●] | [●] |
| | 2 | [●] | [●] |
| | 3 | [●] | [●] |

(Repeat as necessary for additional dates/triggers.)

- (ii) Automatic Early Redemption Date[s]: [As specified in General Condition 1][Each Specified Interest Payment Date (except the Maturity Date)][●]
- (iii) Automatic Early Redemption Value: [●] per cent. of the Initial Value
- (b) Equal to or greater than: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (i) Automatic Early Redemption Observation Date[s]: [●]
- (ii) Automatic Early Redemption Value: [●] per cent

- (c) Within a range: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- | | | | | |
|-----|---|---|--|--|
| (i) | i | Automatic Early Redemption Observation Date: | Automatic Early Redemption Trigger₁: | Automatic Early Redemption Trigger₂: |
| | 1 | [●] | [●] | [●] |
| | 2 | [●] | [●] | [●] |
| | 3 | [●] | [●] | [●] |

(Repeat as necessary for additional dates/triggers.)

- (ii) Number of Business Days for Automatic Early Redemption Date: [As specified in General Condition 1][●]
- (iii) Automatic Early Redemption Value: [●] per cent.

Other redemption prior to maturity

42 Redemption for Taxation Reasons:

- (a) Period of redemption: [On any Interest Payment Date][At any time]
- (b) Notice period: [30 days][●]

- (c) Early Redemption Amount: [●][adjusted to account for Early Redemption Unwind Costs.
- (i) Early Redemption Unwind Costs: [Standard Early Redemption Unwind Costs][●]]
- 43 **Call Option:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Optional Redemption Date[s]: [●]
- (b) Optional Redemption Amount[s]: [[●] per Calculation Amount][Early Redemption Amount of [●][adjusted to account for Early Redemption Unwind Costs.
- (i) Early Redemption Unwind Costs: [Standard Early Redemption Unwind Costs][●]]]
- (c) If redeemable in part: [●]
- (i) Minimum Redemption Amount: [●]
- (ii) Maximum Redemption Amount: [●]
- (d) Notice period: [The Issuer shall give notice of its intention to redeem the Notes not less than [15] nor more than [30] days prior to the relevant Optional Redemption Date.]
- 44 **Put Option:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Optional Redemption Date[s]: [●]
- (b) Optional Redemption Amount[s]: [[●] per Calculation Amount][Early Redemption Amount of [●][adjusted to account for Early Redemption Unwind Costs.
- (i) Early Redemption Unwind Costs: [Standard Early Redemption Unwind Costs][●]]]
- (c) Notice period: [The holder shall give notice of its intention to redeem the Notes not less than [15] nor more than [30] days prior to the relevant Optional Redemption Date.]
- 45 **Redemption for Illegality or due to an Event of Default:**
- (a) Early Redemption Amount: [●][adjusted to account for Early Redemption Unwind Costs.
- (i) Early Redemption Unwind Costs: [Standard Early Redemption Unwind Costs][●]]
- Final Redemption**
- 46 **Redemption at Par:** [Applicable][Not Applicable]
- 47 **Redemption at Discount/Premium:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of

this paragraph.)

- (a) Factor: [●] per cent.
- 48 **Dual Currency Redemption:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Applicable Formula: [Equal to or greater than][Equal to or less than][Greater than][Less than]
- (b) Initial Exchange Rate: [●]
- (c) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
- [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
- [(i) Lookback Period Start Date: [●]]
- [(ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- (d) Second Currency: [●]
- (e) Trigger: [●]

(Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)

(Where the Final Redemption Amount is anything other than “Redemption at Par”, “Redemption at Discount/Premium” or “Dual Currency Redemption”, it is also necessary to (a) select Cash Settlement Amount(s) or Asset Amount(s) and (b) complete relevant section in the “Provisions relating to the Underlying” section below.)

- 49 **Standard Redemption – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
- [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
- [(i) Lookback Period Start Date: [●]]
- [(ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- 50 **Standard Redemption – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable below.)*
- [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
- [(i) Final Averaging Dates: [●]] *(Include for Averaging)*

- [(i) Lookback Period Start Date: [●]
(ii) Lookback Period End Date: [●]] *(Include for Lookback)*
(b) Strike Value: [●]
- 51 **Standard Redemption – Basket:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Basket Strike: [●] per cent. of Basket Initial
(b) Basket Initial: [●]
(c) Final Value¹: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
[(i) Final Averaging Dates: [●]] *(Include for Averaging)*
[(i) Lookback Period Start Date: [●]
(ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- 52 **Barrier Redemption – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
[(i) Final Averaging Dates: [●]] *(Include for Averaging)*
[(i) Lookback Period Start Date: [●]
(ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- (b) Strike Value: [●]
(c) Barrier: [●]
- 53 **Barrier Redemption – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
[(i) Final Averaging Dates: [●]] *(Include for Averaging)*
[(i) Lookback Period Start Date: [●]
(ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- (b) Strike Value: [●]
(c) Barrier: [●]

- 54 **Continuous Barrier Redemption – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [•]] *(Include for Reference Value)*
- [(i) Final Averaging Dates: [•]] *(Include for Averaging)*
- [(i) Lookback Period Start Date: [•]]
- (ii) Lookback Period End Date: [•] *(Include for Lookback)*
- (b) Strike Value: [•]
- (c) Barrier: [•][Not Applicable]
- (d) Barrier Breach Event: [Barrier Breach Event (Observation Period Intra-Day)][Barrier Breach Event (Observation Period Closing)][Barrier Breach Event (Reference Business Day Closing)]
- (i) Barrier Breach Event (Observation Period Closing): [Less than][Equal to or less than][Equal to or greater than][Greater than]
- (ii) Barrier Breach Event (Observation Period Intraday): [Less than][Equal to or less than][Equal to or greater than][Greater than]
- (iii) Barrier Breach Event (Reference Business Day Closing): [Less than][Equal to or less than][Equal to or greater than][Greater than]
- (e) Barrier Observation Period: [Inc/Inc][Inc/Exc][Exc/Inc][Exc/Exc]
- (i) Barrier Observation Period Start Date: [•]
- (ii) Barrier Observation Period End Date: [•]
- 55 **Continuous Barrier Redemption – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [•]] *(Include for Reference Value)*
- [(i) Final Averaging Dates: [•]] *(Include for Averaging)*
- [(i) Lookback Period Start Date: [•]]
- (ii) Lookback Period End Date: [•] *(Include for Lookback)*
- (b) Strike Value: [•]
- (c) Barrier: [•][Not Applicable]
- (d) Barrier Breach Event: [Barrier Breach Event (Observation Period Intra-Day)][Barrier Breach Event (Observation Period

- Closing)][Barrier Breach Event (Reference Business Day Closing)]
- (i) Barrier Breach Event (Observation Period Closing): [Less than][Equal to or less than][Equal to or greater than][Greater than]
 - (ii) Barrier Breach Event (Observation Period Intraday): [Less than][Equal to or less than][Equal to or greater than][Greater than]
 - (iii) Barrier Breach Event (Reference Business Day Closing): [Less than][Equal to or less than][Equal to or greater than][Greater than]
 - (e) Barrier Observation Period: [Inc/Inc][Inc/Exc][Exc/Inc][Exc/Exc]
 - (i) Barrier Observation Period Start Date: [●][Not Applicable]
 - (ii) Barrier Observation Period End Date: [●][Not Applicable]

PROVISIONS RELATING TO THE SETTLEMENT BASIS

56 **Settlement Basis:** [Cash Settlement][Physical Delivery]

57 **Variation of settlement under General Condition 9(d)(iv):** [Applicable][Not Applicable]

[First (delete if not applicable)] Cash Settlement Amount

58 **Redemption at Par:** [Applicable][Not Applicable]

59 **Redemption at Discount/Premium:** [Applicable][Not Applicable]

(a) Factor: [●]

60 **Performance – Single Underlying:** [Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

(a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*

[(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*

[(i) Final Averaging Dates: [●]] *(Include for Averaging)*

[(i) Lookback Period Start Date: [●]]

[(ii) Lookback Period End Date: [●]] *(Include for Lookback)*

(b) Strike Value: [●]

61 **Performance – Worst Performer:** [Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

(a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*

[(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*

[(i) Final Averaging Dates: [●]] *(Include for Averaging)*

	[(i) Lookback Period Start Date:	[●]
	(ii) Lookback Period End Date:	[●]] <i>(Include for Lookback)</i>
	(b) Strike Value:	[●]
62	Performance – Basket:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i>
	(a) Basket Initial:	[●]
63	Gearing– Single Underlying:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i>
	(a) Final Value:	[Reference Value][Averaging][Lookback] <i>(Delete sub-paragraphs below where inapplicable.)</i>
	[(i) Final Redemption Observation Date:	[●]] <i>(Include for Reference Value)</i>
	[(i) Final Averaging Dates:	[●]] <i>(Include for Averaging)</i>
	[(i) Lookback Period Start Date:	[●]
	(ii) Lookback Period End Date:	[●]] <i>(Include for Lookback)</i>
	(b) Gearing Factor:	[●]
	(c) Percentage Rate ₁ :	[●]
	(d) Percentage Rate ₂ :	[●]
64	Gearing– Worst Performer:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i>
	(a) Final Value:	[Reference Value][Averaging][Lookback] <i>(Delete sub-paragraphs below where inapplicable.)</i>
	[(i) Final Redemption Observation Date:	[●]] <i>(Include for Reference Value)</i>
	[(i) Final Averaging Dates:	[●]] <i>(Include for Averaging)</i>
	[(i) Lookback Period Start Date:	[●]
	(ii) Lookback Period End Date:	[●]] <i>(Include for Lookback)</i>
	(b) Gearing Factor:	[●]
	(c) Percentage Rate ₁ :	[●]
	(d) Percentage Rate ₂ :	[●]
65	Gearing with Cap – Single Underlying:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i>
	(a) Final Value:	[Reference Value][Averaging][Lookback] <i>(Delete sub-paragraphs below where inapplicable.)</i>
	[(i) Final Redemption Observation Date:	[●]] <i>(Include for Reference Value)</i>

- [(i) Final Averaging Dates: [●]] (Include for Averaging)
 [(i) Lookback Period Start Date: [●]
 [(ii) Lookback Period End Date: [●]] (Include for Lookback)
 (a) Cap: [●]
 (b) Gearing Factor: [●]
 (c) Subtrahend: [●]
- 66 **Gearing with Cap – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
 (a) Final Value: [Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
 [(i) Final Redemption Observation Date: [●]] (Include for Reference Value)
 [(i) Final Averaging Dates: [●]] (Include for Averaging)
 [(i) Lookback Period Start Date: [●]
 [(ii) Lookback Period End Date: [●]] (Include for Lookback)
 (b) Cap: [●]
 (c) Gearing Factor: [●]
 (d) Subtrahend: [●]
- 67 **Gearing with Cap and/or Floor – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
 (a) Final Value: [Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
 [(i) Final Redemption Observation Date: [●]] (Include for Reference Value)
 [(i) Final Averaging Dates: [●]] (Include for Averaging)
 [(i) Lookback Period Start Date: [●]
 [(ii) Lookback Period End Date: [●]] (Include for Lookback)
 (b) Cap:
 (c) Floor: [●] per cent.
 (d) Subtrahend: [●]
- 68 **Gearing with Cap and/or Floor – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
 (a) Final Value: [Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
 [(i) Final Redemption Observation Date: [●]] (Include for Reference Value)

- [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
- [(i) Lookback Period Start Date: [●]]
- [(ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- (b) Cap: [●]
- (c) Floor: [●] per cent.
- (d) Subtrahend: [●]
- 69 **Inflation Index Linked Redemption:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Maximum Redemption Amount: [●]
- (b) Minimum Redemption Amount: [●]
- (Specify terms specific to the Inflation Index in the “Provisions relating to the Underlying” section below.)*
- 70 **FX Performance Linked Redemption – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Call: [Applicable][Not Applicable]
- (b) Put: [Applicable][Not Applicable]
- (c) Gearing Factor: [●]
- (d) Strike Rate: [●]
- (Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)*
- 71 **FX Performance Linked Redemption – Basket:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) [Call: [Applicable][Not Applicable]]
- (b) [Put: [Applicable][Not Applicable]]
- (c) Strike Value;: [●]
- (Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)*
- [Second Cash Settlement Amount]** *(If a Second Cash Settlement Amount is applicable, replicate details in paragraph 57 to 71, as applicable, below. If a Second Cash Settlement Amount is not applicable, delete this heading.)*
- Asset Amount**
- 72 **Asset Amount:** [Single Underlying][Worst Performer][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Exchange Rate: [Applicable][Not Applicable]
- (b) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*

- (i) Final Averaging Dates: [●] (Include for Averaging)
- (i) Lookback Period Start Date: [●]
- (ii) Lookback Period End Date: [●] (Include for Lookback)
- (c) Strike Value: [●]

PROVISIONS RELATING TO THE UNDERLYING

- 73 **Commodity Linked Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (d) **Single Commodity:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (i) Commodity: [●] (Specify or select from Commodity Condition 1(b).)
- (ii) Commodity Reference Price: [Specified Price: [The high price][The low price][The average of the high price and the low price][The closing price][The opening price][The bid price][The asked price][The average of the bid price and the asked price][The settlement price][The official settlement price][The official price][The morning fixing][The afternoon fixing][The spot price]
- Commodity Unit: [●]
- Relevant Currency: [●]
- Delivery Date: [●][●] Nearby Month][Not Applicable] (Select "Not Applicable" for a spot rate)
- Price Source: [●]
- [Commodity Reference Dealers
- Bullion Reference Dealers: [As specified in Commodity Condition 2(a)][●]
- (Only applicable where the Commodity is Bullion and the Commodity Reference Price does not use the Commodity Reference Price Framework.)*
- (iii) Initial Value: [Reference Value][Specified

	Value][Averaging][Lookback][, being [●].] (Delete sub-paragraphs below where inapplicable.)	
[(A) Initial Observation Date:	[●]] (Include for Reference Value)	
[(A) Initial Averaging Dates:	[●]] (Include for Averaging)	
[(A) Lookback Period Start Date:	[●]	
(B) Lookback Period End Date:	[●]] (Include for Lookback)	
(e) Basket of Commodities:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)	
(i) i Commodity_i:	Weighting_i:	Initial Value_i:
1 [●] (Specify or select from Commodity Condition 1(b))	[●] per cent.	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]
2 [●] (Specify or select from Commodity Condition 1(b))	[●] per cent.	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]
3 [●] (Specify or select from Commodity Condition 1(b))	[●] per cent.	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]
(Repeat as necessary for additional Commodities.)		
[(A) Initial Observation Date:	[●]] (Include for Reference Value)	
[(A) Initial Averaging Dates:	[●]] (Include for Averaging)	
[(A) Lookback Period Start Date:	[●]	
(B) Lookback Period End Date:	[●]] (Include for Lookback)	
(iv) Commodity Reference Price for Commodity ₁ :	[Specified Price:	[The high price][The low price][The average of the high price and the low price][The closing price][The opening price][The bid price][The asked price][The average of the bid price and the asked price][The settlement price][The official settlement price][The official price][The morning fixing][The afternoon

		fixing][The spot price][●]
Commodity Unit:		[●]
Relevant Currency:		[●]
Delivery Date:		[●][[●] Nearby Month] [Not Applicable] (<i>Select not applicable for a spot rate.</i>)
Price Source:		[●]
[Commodity Reference Dealers]		
Bullion Reference Dealers:		[As specified in Commodity Condition 2(a)][●]
<i>(Only applicable where the Commodity is Bullion and the Commodity Reference Price does not use the Commodity Reference Price Framework.)</i>		
(v) Commodity Reference Price for Commodity ₂ :	[Specified Price:	[The high price][The low price][The average of the high price and the low price][The closing price][The opening price][The bid price][the asked price][The average of the bid price and the asked price][The settlement price][The official settlement price][The official price][The morning fixing][The afternoon fixing][The spot price][●]
	Commodity Unit:	[●]
	Relevant Currency:	[●]
	Delivery Date:	[●][[●] Nearby Month] [Not Applicable] (<i>Select not applicable for a spot rate</i>)
	[Commodity Reference Dealers]	
	Bullion Reference Dealers:	[As specified in Commodity Condition 2(a)][●]
<i>(Only applicable where the Commodity is Bullion and the Commodity Reference Price does not use the Commodity</i>		

Reference Price Framework.)

- (vi) Commodity Reference Price for Commodity₃: [Specified Price: [The high price][The low price][The average of the high price and the low price][The closing price][The opening price][The bid price][the asked price][The average of the bid price and the asked price][The settlement price][The official settlement price][The official price][The morning fixing][The afternoon fixing][The spot price][●]
- Commodity Unit: [●]
- Relevant Currency: [●]
- Delivery Date: [●][[●] Nearby Month]
[Not Applicable] (*Select not applicable for a spot rate*)
- Price Source: [●]
- [Commodity Reference Dealers]
- Bullion Reference Dealers: [As specified in Commodity Condition 2(a)][●]

(Only applicable where the Commodity is Bullion and the Commodity Reference Price does not use the Commodity Reference Price Framework.)

(Repeat as necessary for each additional Commodity.)

- (f) **Disrupted Day:** [Applicable][Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph. Note that Disrupted Day should be specified as applicable if averaging applies.*)
- [Adjustments for Averaging Dates:
- (i) Omission: [Applicable][Not Applicable]
- (ii) Postponement: [Applicable][Not Applicable]
- (iii) Modified Postponement: [Applicable][Not Applicable]] (*Include if averaging applies.*)
- (g) **Additional Disruption Events:** [Change in Law][Hedging Disruption][Increased Cost of Hedging][Not Applicable]

- (h) **Maximum Days of Disruption:** [As specified in Commodity Condition 2(a)][●]
- (i) **Disruption Fallback:** 1. [Fallback Reference Dealers]
[2.] [Fallback Reference Price]
[3.] [Postponement]
[4.] [Calculation Agent Determination]
[5.] [Delayed Publication or Announcement] (*Delete inapplicable.*)
- (i) Default Disruption Fallback: [Applicable][Not Applicable] (*If not applicable, re-order the Disruption Fallbacks above to indicate order in which they shall apply.*)
- [(ii) Alternative Reference Value for Fallback Reference Price: [●]] (*Delete if Fallback Reference Price is not specified above.*)
- (j) **Price Materiality Percentage:** [●][Not Applicable]
- 74 **Commodity Index Linked Notes:** [Applicable][Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)
- (a) **Single Commodity Index:** [Applicable][Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)
- (i) Commodity Index: [●]
- (ii) Index Sponsor: [●]
- (iii) Index Exchange: [●]
- (iv) Related Exchange: [●][All Exchanges]
- (v) Initial Value: [Reference Value][Specified Value][Averaging][Lookback][, being [●].]
- [(A) Initial Observation Date: [●]] (*Include where Reference Value selected for Initial Value*)
- [(A) Initial Averaging Dates: [●]] (*Include where Averaging selected for Initial Value*)
- [(A) Lookback Period Start Date: [●]]
- [(B) Lookback Period End Date: [●]] (*Include where Lookback selected for Initial Value*)
- (vi) Observation Time: [Scheduled Closing Time][●]
- (b) **Basket of Commodity Indices:** [Applicable][Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)

i	Commodity Index _i :	Weighting _i :	Index Sponsor _i :	Observation Time _i :
1	[●]	[●]	[●]	[●][Not Applicable]
2	[●]	[●]	[●]	[●][Not Applicable]
3	[●]	[●]	[●]	[●][Not Applicable]
i	Index Exchange _i :	Related Exchange _i :	Multi-Exchange Index _i :	Initial Value _i :
1	[●]	[●]	[Applicable][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]
	[(i) Initial Observation Date:		[●]] <i>(Include for Reference Value)</i>	
	[(i) Initial Averaging Dates:		[●]] <i>(Include for Averaging)</i>	
	[(i) Lookback Period Start Date:		[●]	
	(ii) Lookback Period End Date:		[●]] <i>(Include for Lookback)</i>	
2	[●]	[●]	[Applicable][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]
	[(i) Initial Observation Date:		[●]] <i>(Include for Reference Value)</i>	
	[(i) Initial Averaging Dates:		[●]] <i>(Include for Averaging)</i>	
	[(i) Lookback Period Start Date:		[●]	
	(ii) Lookback Period End Date:		[●]] <i>(Include for Lookback)</i>	
3	[●]	[●]	[Applicable][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]
	[(i) Initial Observation Date:		[●]] <i>(Include for Reference Value)</i>	
	[(i) Initial Averaging Dates:		[●]] <i>(Include for Averaging)</i>	
	[(i) Lookback Period Start Date:		[●]	
	(ii) Lookback Period End Date:		[●]] <i>(Include for Lookback)</i>	
	<i>(Repeat as necessary for each additional Commodity Index.)</i>			
(c)	Disrupted Day:		[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph. Note that Disrupted Day should be specified as applicable if averaging applies.)</i>	
	[Adjustments for Averaging Dates:			
	(i)	Omission:	[Applicable][Not Applicable]	
	(ii)	Postponement:	[Applicable][Not Applicable]	
	(iii)	Modified Postponement:	[Applicable][Not Applicable]] <i>(Include if averaging applies.)</i>	
(d)	Additional Disruption Events:		[Change in Law][Hedging Disruption][Increased Cost of Hedging][Not Applicable]	

75 Equity Linked Notes:

[Applicable][Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)***(a) Single Equity:**

[Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Equity: [●]

(ii) Exchange: [●]

(iii) Related Exchange: [●][All Exchanges]

(iv) Reference Value: [Opening][Closing][Specified Time]

[(i) Specified Time: [●]]

(v) Initial Value: [Reference Value][Specified Value][Averaging][Lookback][, being [●].]

 [(A) Initial Observation Date: [●]] *(Include where Reference Value selected for Initial Value)* [(A) Initial Averaging Dates: [●]] *(Include where Averaging selected for Initial Value)*

[(A) Lookback Period Start Date: [●]]

 [(B) Lookback Period End Date: [●]] *(Include where Lookback selected for Initial Value)*

(vi) Observation Time: [●][Scheduled Closing Time]

(b) Basket of Equities:

[Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

i	Equity _i :	Weighting _i :	Observation Time _i :
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1	[●]	[●]	[●][Not Applicable]
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2	[●]	[●]	[●][Not Applicable]
---	-----	-----	---------------------

3	[●]	[●]	[●][Not Applicable]
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i	Index Exchange _i :	Related Exchange _i :	Reference Value _i :	Initial Value _i :
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1	[●]	[●][All Exchanges]	[Opening][Closing][Specified Time]	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]
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[(i) Initial Observation Date:	[●]]	<i>(Include where Reference Value is selected for Initial Value)</i>
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[(i) Initial Averaging Dates:	[●]]	<i>(Include where Averaging is selected for Initial Value)</i>
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[(i) Lookback Period Start Date:	[●]	
----------------------------------	-----	--

[(ii) Lookback Period End Date:	[●]]	<i>(Include where Lookback is selected for Initial Value)</i>
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- | | | | | | | |
|-----|--|---|--|---|--|--|
| 2 | [●] | [●][All Exchanges] | [Opening][Closing] | [Reference Value][Specified Value][Averaging][Lookback][, being [●].] | | |
| | (i) Initial Observation Date: | [●] | <i>(Include where Reference Value is selected for Initial Value)</i> | | | |
| | (i) Initial Averaging Dates: | [●] | <i>(Include where Averaging is selected for Initial Value)</i> | | | |
| | (i) Lookback Period Start Date: | [●] | | | | |
| | (ii) Lookback Period End Date: | [●] | <i>(Include where Lookback is selected for Initial Value)</i> | | | |
| 3 | [●] | [●][All Exchanges] | [Opening][Closing] | [Reference Value][Specified Value][Averaging][Lookback][, being [●].] | | |
| | (i) Initial Observation Date: | [●] | <i>(Include where Reference Value is selected for Initial Value)</i> | | | |
| | (i) Initial Averaging Dates: | [●] | <i>(Include where Averaging is selected for Initial Value)</i> | | | |
| | (i) Lookback Period Start Date: | [●] | | | | |
| | (ii) Lookback Period End Date: | [●] | <i>(Include where Lookback is selected for Initial Value)</i> | | | |
| | <i>(Repeat as necessary for each additional Equity.)</i> | | | | | |
| (c) | ADR/GDR: | [Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> | | | | |
| | (i) Underlying Equity: | [●] | | | | |
| | (ii) Partial Lookthrough Depositary Receipt Provisions: | [Equity][Equity Issuer][successor Equity Issuer] [Not Applicable] | | | | |
| | (iii) Full Lookthrough Depositary Receipt Provisions: | [Equity][Equity Issuer][successor Equity Issuer] [Not Applicable] | | | | |
| (d) | Exchange Traded Notes: | [Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i> | | | | |
| | (i) ETN Early Redemption Amount: | [Applicable][Not Applicable] | | | | |
| | (ii) ETN Event of Default: | [Applicable][Not Applicable] | | | | |
| (e) | Disrupted Day: | [Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph. Note that Disrupted Day should be specified as applicable if averaging applies.)</i> | | | | |
| | [Adjustments for Averaging Dates: | | | | | |
| | (i) Omission: | [Applicable][Not Applicable] | | | | |
| | (ii) Postponement: | [Applicable][Not Applicable] | | | | |
| | (iii) Modified Postponement: | [Applicable][Not Applicable] <i>(Include if averaging</i> | | | | |

applies.)

- (f) **Additional Disruption Events:** [Change in Law][Hedging Disruption][Increased Cost of Hedging][Insolvency Filing][Not Applicable]
- 76 **Equity Index Linked Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) **Single Equity Index:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (i) Equity Index: [●]
- (ii) Index Sponsor: [●]
- (iii) Exchange: [●][Multi-Exchange Equity Index]
(N.B. Multi-Exchange Equity Index should apply to any Equity Index in respect of which there is more than one Exchange, e.g. a EURO STOXX index.)
- (iv) Related Exchange: [●]
- (v) Reference Value: [Opening][Closing][Specified Time]
 [(i) Specified Time: [●]]
- (vi) Initial Value: [Reference Value][Specified Value][Averaging]
 [Lookback][, being [●].]
- [(A) Initial Observation Date: [●]] *(Include where Reference Value selected for Initial Value)*
- [(A) Initial Averaging Dates: [●]] *(Include where Averaging selected for Initial Value)*
- [(A) Lookback Period Start Date: [●]]
- [(B) Lookback Period End Date: [●]] *(Include where Lookback selected for Initial Value)*
- (vii) Observation Time: [Scheduled Closing Time][●][Not Applicable]
- (b) **Basket of Equity Indices:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- | i | Equity Index _i : | Weighting _i : | Equity Index Sponsor _i : | Observation Time _i : |
|---|--------------------------------|---------------------------------|-------------------------------------|---|
| 1 | [●] | [●] | [●] | [●][Not Applicable] |
| 2 | [●] | [●] | [●] | [●][Not Applicable] |
| 3 | [●] | [●] | [●] | [●][Not Applicable] |
| i | Index Exchange _i : | Related Exchange _i : | Multi-Exchange Index _i : | Initial Value _i : |
| 1 | [●] | [●] | [Applicable][Not Applicable] | [Reference Value][Specified Value][Averaging][Lookback][, being [●].] |
| | [(i) Initial Observation Date: | | [●]] | <i>(Include for Reference Value)</i> |

(iv)	Fund Manager:	[As specified in Fund Condition 2][●]		
(v)	Fund Service Provider:	[As specified in Fund Condition 2][●]		
(vi)	Redemption Proceeds:	[●][Not Applicable]		
(b)	Basket of Reference Funds:	[Applicable][Not Applicable]		
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i>		
i	Reference Fund_i:	Weighting_i:	Fund Interest_i:	Fund Interest Unit_i:
1	[●]	[●]	[●]	[●][Not Applicable]
2	[●]	[●]	[●]	[●][Not Applicable]
3	[●]	[●]	[●]	[●][Not Applicable]
i	Fund Administrator_i:	Fund Adviser_i:	Fund Manager_i:	Fund Service Manager_i:
1	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]
2	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]
3	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]
i	Redemption Proceeds:	Initial Value_i:		
1	[●][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]		
	[(i) Initial Observation Date:	[●]] <i>(Include where Reference Value is selected for Initial Value)</i>		
	[(i) Initial Averaging Dates:	[●]] <i>(Include where Averaging is selected for Initial Value)</i>		
	[(i) Lookback Period Start Date:	[●]		
	[(ii) Lookback Period End Date:	[●]] <i>(Include where Lookback is selected for Initial Value)</i>		
2	[●][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]		
	[(i) Initial Observation Date:	[●]] <i>(Include where Reference Value is selected for Initial Value)</i>		
	[(i) Initial Averaging Dates:	[●]] <i>(Include where Averaging is selected for Initial Value)</i>		
	[(i) Lookback Period Start Date:	[●]		
	[(ii) Lookback Period End Date:	[●]] <i>(Include where Lookback is selected for Initial Value)</i>		

- 3 [●][Not Applicable] [Reference Value][Specified Value][Averaging][Lookback][, being [●].]
- [(i) Initial Observation Date: [●]] *(Include where Reference Value is selected for Initial Value)*
- [(i) Initial Averaging Dates: [●]] *(Include where Averaging is selected for Initial Value)*
- [(i) Lookback Period Start Date: [●]]
- [(ii) Lookback Period End Date: [●]] *(Include where Lookback is selected for Initial Value)*

(Repeat as necessary for each additional Reference Fund.)

- (c) **Additional Fund Documents:** [●][Not Applicable]
- (d) **Hedging Party:** [●][Not Applicable]
- (e) **Cut-Off Period:** [●][Not Applicable]
- (i) Final Cut-Off Date: [●][Not Applicable]
- (f) **Fund Business Day:** [As specified in Fund Condition 2][●]
- (g) **Redemption Proceeds:**
- (i) Election of alternative payment: [●][Not Applicable]
- (h) **Redemption Fees:** [●][Not Applicable]
- (i) **Key person for the purpose of a Key Person Event:** [●][Not Applicable]
- (j) **Reporting Disruption:**
- (i) Time period of event affecting Fund Interest making it impossible/impracticable for Calculation Agent to determine value: [●][Not Applicable]
- (k) **Number of Days for the purpose of a NAV Disruption Event:** [●] days
- (l) **NAV Trigger Event:** [●] per cent. over [*specify period of time*]
- (m) **Minimum Outstanding Amount of Notes:** [As specified in Fund Condition 3(u)][●]
- (n) **Benchmark for the purpose of a Benchmark Change:** [●]
- (o) **Assets Under Management Trigger:** [As specified in Fund Condition 3(u)][Net asset value below [●]]
- (p) **Disrupted Day:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph. Note that Disrupted Day should be specified as applicable if averaging applies.)*
- [Adjustments for Averaging Dates:
- (i) Omission: [Applicable][Not Applicable]

(ii) Postponement:		[Applicable][Not Applicable]		
(iii) Modified Postponement:		[Applicable][Not Applicable]] (Include if averaging applies.)		
78	FX Linked Notes:		[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs below.)	
(a) Single FX Rate:		[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs below.)		
(i) Base Currency:		[●]		
(ii) Reference Currency:		[●]		
(iii) FX Price Source:		[●]		
(iv) FX Financial Centre(s):		[●]		
(v) FX Rate Sponsor:		[●]		
(b) Basket of FX Rates:		[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs below.)		
i	FX Rate _i :	Base Currency _i :	Reference Currency _i :	Weighting _i :
1	[●]	[●]	[●]	[●] per cent.
2	[●]	[●]	[●]	[●] per cent.
3	[●]	[●]	[●]	[●] per cent.
i	FX Rate Sponsor _i :	FX Price Source _i :	Observation Time _i :	FX Financial Centre _i :
1	[●]	[●]	[●][As specified in the FX Reference Rate in FX Condition 2(b)]	[●]
2	[●]	[●]	[●][As specified in the FX Reference Rate in FX Condition 2(b)]	[●]
3	[●]	[●]	[●][As specified in the FX Reference Rate in FX Condition 2(b)]	[●]
i	Initial Value _i :			
1	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]			
	(i) Initial Observation Date:	[●]] (Include for Reference Value)		
	(i) Initial Averaging Dates:	[●]] (Include for Averaging)		
	(i) Lookback Period Start Date:	[●]		

- (ii) Lookback Period End Date: [●] *(Include for Lookback)*
- 2 [Reference Value][Specified Value][Averaging][Lookback][, being [●].]
- (i) Initial Observation Date: [●] *(Include for Reference Value)*
- (i) Initial Averaging Dates: [●] *(Include for Averaging)*
- (i) Lookback Period Start Date: [●]
- (ii) Lookback Period End Date: [●] *(Include for Lookback)*
- 3 [Reference Value][Specified Value][Averaging][Lookback][, being [●].]
- (i) Initial Observation Date: [●] *(Include for Reference Value)*
- (i) Initial Averaging Dates: [●] *(Include for Averaging)*
- (i) Lookback Period Start Date: [●]
- (ii) Lookback Period End Date: [●] *(Include for Lookback)*
- (Repeat as necessary for each additional FX Rate.)*
- (c) **Number of FX Settlement Days:** [●]
- (d) **Disrupted Day:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph. Note that Disrupted Day should be specified as applicable if averaging applies.)*
- [Adjustments for Averaging Dates:
- (i) Omission: [Applicable][Not Applicable]
- (ii) Postponement: [Applicable][Not Applicable]
- (iii) Modified Postponement: [Applicable][Not Applicable] *(Include if averaging applies.)*
- (e) **Additional Disruption Events:** [Change in Law][Hedging Disruption][Increased Cost of Hedging][Not Applicable]
- (f) **Disruption Fallback:** 1. [Calculation Agent FX Determination]
2.] [Currency-Reference Dealers]
3.] [Fallback Reference Price] *(Delete inapplicable and re-order to indicate order in which they shall apply.)*
- [(i) Alternative FX Price Source for Fallback Reference Price: [●]]
- (g) **Fallback Reference Date:** [As specified in FX Condition 2(a)][●][Not Applicable]
- (h) **FX Reference Dealers:** [As specified in FX Condition 2(a)][●] in respect of *(specify FX Rate(s))*
- (i) **Settlement Currency:** [[●] in respect of *(specify FX Rate(s))*][Not Applicable]
- (j) **Rebasing:** [Applicable][Not Applicable]
- 79 Inflation Index Linked Notes:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) **Inflation Index:** [●]
- (b) **Index Sponsor:** [●]

- (c) **Related Bond:** [Applicable][Not Applicable]
- (i) Bond for purpose of Related Bond: [●][Fallback Bond]
- (d) **Determination Date:** [Specify any payment date other than Interest Payment Dates Maturity Date or Automatic Early Redemption Dates.]
- (e) **Additional Disruption Events:** [Change in Law][Hedging Disruption][Increased Cost of Hedging][Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 80 **Form of Notes:** [Bearer Notes][Registered Notes]
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances set out in the Permanent Global Note [and/or by the holder giving [60] days' notice to the Fiscal Agent of its election for exchange]]
- [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]
- [Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time][only upon an Exchange Event]]
- [Global Certificate exchangeable for Definitive Certificates in the limited circumstances specified in the Global Certificate]
- (Ensure that this is consistent with the wording in the "Form of the Notes" section in the Base Prospectus and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6above includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€99,000]". Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes)*
- 81 (a) **Financial Centre(s) or other special provisions relating to Payment Day in Condition 8(f):** [[●] (Give details)]
- General Condition 8(f)[(A)][(B)] applies.
- (Delete inapplicable)*
- (Note that this paragraph relates to the place of payment and not to Payment Day/Interest Period End Dates)*
- (N.B. Provision 23(a) Financial Centre(s))*
- (b) **Financial Centre(s) or other special provisions relating to Business Day:** [[●] (Give details)][Not Applicable]

[LISTING AND ADMISSION TO TRADING APPLICATION]

These Final Terms comprise the final terms required to list and have admitted to the issue of Notes described herein pursuant to the EUR 15,000,000,000 Structured Medium-Term Note Programme of Rabobank Structured Products.]

[The Issuer accepts responsibility for the information contained in these Final Terms and, to the best knowledge and belief of the Issuer, the information contained in these Final Terms is in accordance with the facts and does not omit anything likely to affect the import of such information.] *(Include for SIX listing)*

[THIRD PARTY INFORMATION]

Information on the underlying has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: _____
Duly authorised

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (a) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Amsterdam][Luxembourg Stock Exchange Regulated][SIX Structured Products Exchange][[•] (*Specify other relevant regulated market and, if relevant, admission to an official list*)] with effect from[, at the earliest, [the Issue Date] (*Specify date*)].][Not Applicable]
- [Price quotation: The Notes are traded or quoted [at a full price (dirty price), i.e. the trading price includes accrued interest (if any)][at a clean price, i.e. the trading price does not include accrued interest (if any) which is calculated separately].]¹¹
- (b) Estimate of total expenses related to admission to trading: [•]
- (c) In the case of Notes listed on Euronext Amsterdam: [Applicable][Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)
- (i) Amsterdam Listing Agent: Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank International)
- (ii) Amsterdam Paying Agent: Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank International)

2 RATINGS

- Ratings: [The Notes to be issued have not been rated.
- Credit ratings in relation to the Issuer included or referred to in these Final Terms and the Base Prospectus[, as so supplemented,] have been issued by Standard & Poor's, Moody's and Fitch Ratings Ltd, each of Fitch, Moody's and Standard & Poor's is established in the European Union and is registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.
- [The Notes to be issued [have been][are expected to be] rated:
- [Fitch: [•]
- [Moody's: [•]
- [Standard & Poor's: [•]
- [Other: [•]]
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating*

¹¹ Insert if the Notes are listed on the SIX Swiss Exchange.

provider.]

Insert one (or more) of the following options, as applicable:

Option 1: CRA is (i) established in the EU and (ii) registered under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is established in the EU and registered under Regulation (EC) No 1060/2009 (the “CRA Regulation”).

Option 2: CRA is (i) established in the EU, (ii) not registered under the CRA Regulation; but (iii) has applied for registration:

[Insert legal name of particular credit rating agency entity providing rating] is established in the EU and has applied for registration under Regulation (EC) No 1060/2009 (the “CRA Regulation”), although notification of the registration decision has not yet been provided.

Option 3: CRA is (i) established in the EU; and (ii) has not applied for registration is not registered under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No 1060/ 2009 (the “CRA Regulation”).

Option 4: CRA is not established in the EU but the relevant rating is endorsed by a CRA which is established and registered under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU but the rating it has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the EU and registered under Regulation (EC) No 1060/2009 (the “CRA Regulation”).

Option 5: CRA is not established in the EU and the relevant rating is not endorsed under the CRA Regulation, but the CRA is certified under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU but is certified under Regulation (EC) No 1060/2009 (the “CRA Regulation”).

Option 6: CRA is neither established in the EU nor certified under the CRA Regulation and the relevant rating is not endorsed under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU and is not certified under Regulation (EC) No 1060/2009 (the “CRA Regulation”) and the rating it has given to the Notes is not endorsed by a

credit rating agency established in the EU and registered under the CRA Regulation.

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:]

[Save for any fees payable to the Dealer[s], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The Dealer[s] 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. *(Amend as appropriate if there are other interests)*] *(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

4 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (a) Reasons for the offer (other than general corporate purposes): [See “Use of Proceeds” section in the Base Prospectus.][●]
(If reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)
- (b) Estimated net proceeds: [●]
(If proceeds are intended for more than one use, will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)
- (c) Estimated total expenses: [●]
(Expenses are required to be broken down into each principal intended “use” and presented in order of priority of such “uses”).
(N.B. If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, paragraph (a) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in paragraph (a) above, disclosure of net proceeds and total expenses at paragraphs (b) and (c) above are also required.)

5 YIELD *(Fixed Rate Notes only)*

- Indication of yield: [●]
[Calculated as *(include details of the method of calculation in brief form)* on the Issue Date.]
The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6 HISTORIC INTEREST RATES *(Floating Rate Notes, Inverse Floating Rate Notes, CMS Linked Notes and Range Accrual Notes only)*

Details of historic [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR][EONIA][STIBOR][EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate][●] rates can be obtained from [Reuters][●] *Specify other*.

7 PERFORMANCE OF INDEX/INDICES, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE INDEX/INDICES *(Equity Index Linked Notes, Inflation Index Linked Notes and Commodity Index Linked Notes only)*

(If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the Underlying and the circumstances when the risks are most evident.)

(Need to include details of where past and future performance and volatility of the index/formula can be obtained.)

(Insert details of where information on the securities universe and any modifications to composition are available to the public (specifically where and when adjustments are announced).)¹²

(Include other information concerning the Underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.)

(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

[The index is a price index.][The index is a performance (total return) index.]¹³

[The Issuer does not intend to provide post-issuance information.]

(N.B. This paragraph 7 only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

8 PERFORMANCE OF RATE(S) OF EXCHANGE/FORMULA/CURRENCIES, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE RATE(S) OF EXCHANGE/FORMULA/CURRENCIES *(FX Linked Notes only)*

(If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the Underlying and the circumstances when the risks are most evident.)

(Need to include details of where past and future performance and volatility of the [relevant rates/formula/currencies] can be obtained.)

(Include other information concerning the Underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.)

(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

[The Issuer does not intend to provide post-issuance information.]

(N.B. This paragraph 8 only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

¹² Relevant if to be listed on SIX Structured Products Exchange.

¹³ Relevant if to be listed on SIX Structured Products Exchange.

9 PERFORMANCE OF THE COMMODITY/COMMODITIES, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE COMMODITY/COMMODITIES (*Commodity Linked Notes only*)

(If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the Underlying and the circumstances when the risks are most evident.)

(Need to include details of where past and future performance and volatility of [the Commodity] can be obtained.)

(Include other information concerning the Underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.)

(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

[The Issuer does not intend to provide post-issuance information.]

(N.B. This paragraph 9 only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

10 PERFORMANCE OF EQUITY/EQUITIES/REFERENCE FUND/FUNDS, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE EQUITY/EQUITIES/REFERENCE FUND/FUNDS (*Equity Linked Notes and Fund Linked Notes only*)

(If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the Underlying and the circumstances when the risks are most evident.)

(Need to include details of where past and future performance and volatility of the relevant [equity/basket of equities/fund] can be obtained.)

(Where the Underlying is Equity or an investment or mutual fund, need to include the name [and the domicile]¹⁴ of the Underlying and need to include details of where the information about the Equity can be obtained.)

(Include other information concerning the Underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.)

(Insert ISIN or (if not available) an alternative unique identifier for each Underlying.)¹⁵

(Insert information on where the latest annual reports for the issuer of the Underlying(s) may be obtained free of charge during the term of the Notes.)¹⁶

(If delivery of the Underlying(s) is planned: Information on the transferability of the Underlying(s), and any restrictions on tradability, as well as the type of security.)¹⁷

(Insert details of the composition or investment universe of the collective investment scheme (fund).)¹⁸

[The collective investment scheme has been authorised by the Swiss Financial Market Supervisory

¹⁴ Relevant if to be listed on SIX Structured Products Exchange.

¹⁵ Relevant if to be listed on SIX Structured Products Exchange.

¹⁶ Relevant for equity Underlyings if to be listed on SIX Structured Products Exchange.

¹⁷ Relevant for equity and debt securities Underlyings if to be listed on SIX Structured Products Exchange.

¹⁸ Relevant for fund Underlyings if to be listed on SIX Structured Products Exchange.

Authority FINMA for sale in or from Switzerland.] [The collective investment scheme has not been authorised by the Swiss Financial Market Supervisory Authority FINMA for sale in or from Switzerland.]¹⁹

(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

[The Issuer does not intend to provide post-issuance information.]

(N.B. This paragraph 10 only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

11 OPERATIONAL INFORMATION

- | | |
|--|---|
| (a) ISIN: | [●]
<i>(If fungible with an existing Series insert:)</i>
[Pending consolidation with the Tranche 1 Notes: [●]
Following consolidation with the Tranche 1 Notes: [●]] |
| (b) Common Code: | [●]
<i>(If fungible with an existing Series insert:)</i>
[Pending consolidation with the Tranche 1 Notes: [●]
Following consolidation with the Tranche 1 Notes: [●]] |
| (c) German WKN-code: | [●][Not Applicable] |
| (d) Private Placement number: | [●][Not Applicable] |
| (e) CUSIP Number: | [●] [Not Applicable] |
| (f) Any clearing system(s) other than DTC, Euroclear Bank S.A./N.V. and Clearstream Banking, <i>société anonyme</i> and the relevant identification number(s): | [Not Applicable][<i>Give name(s) and number(s)</i>]
[Applicable:
SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland
Swiss Valoren code: [●]] ²⁰ |
| (g) Delivery: | Delivery [against][free of] payment |
| (h) Names (and addresses) of additional (Paying/Delivery) Agent(s) (if any): | [Not Applicable][●]
[Applicable:
BNP Paribas Securities Services, Zurich Branch, Selnaustrasse 16, 8002 Zurich, Switzerland] ²¹ |
| (i) Names (and addresses) of Calculation Agent(s) (if different from Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International)) ²² : | [Not Applicable][●] |

¹⁹ Relevant for fund Underlyings if to be listed on SIX Structured Products Exchange. Confirmation to be included for each fund.

²⁰ Insert if the Notes are to be listed on the SIX Structured Products Exchange.

²¹ Insert if the Notes are to be listed on the SIX Structured Products Exchange.

²² Separate Calculation Agency Agreement needed if the Calculation Agent is not a Dealer or one of its affiliates.

12 DISTRIBUTION

- (a) Method of Distribution: [Syndicated]][Non-syndicated]
- (b) If syndicated, names and addresses of Dealer[s] and underwriting commitments: [Applicable]][Not Applicable]
(If applicable, include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Dealer[s])
- (c) Date of Subscription Agreement: [[●] (Give details)][Not Applicable]
- (d) Stabilising Manager(s): [[●] (Give name)][Not Applicable]
- (e) Total commission and concession/Dealer’s Commission: [[●] per cent. of the aggregate nominal amount][Certain fees or commissions will be payable to third party distributors and/or the Notes will be sold at a discount to the Issue Price on the primary sale of the Notes][Not Applicable][[●] (Specify other)]
- (f) If non-syndicated, name and address of relevant Dealer: [[●] (Insert name and address)][Not Applicable]
- (g) Applicable TEFRA exemption: [C Rules][D Rules][Not Applicable]
- (h) Non-exempt Offer: [Not Applicable][An offer of the Notes may be made by the Dealer[s] [and (Specify names of other financial intermediaries/placers making non-exempt offers, to the extent known OR consider a generic description of other parties involved in non-exempt offers (e.g. “other parties authorised by the Dealer”) or (if relevant) note that other parties may make non-exempt offers in the Public Offer Jurisdictions during the Offer Period, if not known) (together with the Dealer[s]), the “**Initial Authorised Offerors**”) [and any other Authorised Offerors in accordance with paragraph [●] below] other than pursuant to Article 3(2) of the Prospectus Directive in [Specify Relevant Member State(s) – which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)] (“**Public Offer Jurisdictions**”) during the period from [●] until [●] (the “**Offer Period**”). See further paragraph 13 of Part B below.]
(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the Base Prospectus(and any supplement) has been

notified/passported.)

- | | |
|--|--|
| (i) General Consent: | [Applicable][Not Applicable] |
| (j) Additional United States Tax Considerations: | <p>[Applicable][Not Applicable]</p> <p><i>(If applicable, specify) (N.B. Obtain U.S. tax advice in case of non-principal protected notes, notes that are treated as non-functional currency contingent payment debt instruments under Treasury Regulation 1.988-6, or notes that provide for physical settlement.)</i></p> |

13 TERMS AND CONDITIONS OF THE OFFER

- | | |
|---|--|
| (a) 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: | [●] |
| (b) Conditions to which the offer is subject: | [Offers of the Notes are conditional on their issue. As between the Authorised Offerors and their customers, offers of the Notes are further subject to conditions as may be agreed between them and/or as specified in the arrangements in place between them.][●] |
| (c) Description of the application process: | [A prospective Noteholder should contact the applicable Authorised Offeror in the applicable Public Offer Jurisdiction prior to the end of the Offer Period. A prospective Noteholder will subscribe for the Notes in accordance with the arrangements existing between such Authorised Offeror and its customers relating to the subscription of securities generally. Noteholders will not be required to enter into any contractual arrangements directly with the Issuer in connection with the subscription of the Notes.][●] |
| (d) Description of possibility to reduce subscriptions: | [Not Applicable. The terms of the Public Offer do not provide for any reductions of subscriptions.][●] |
| (e) 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.][●] |
| (f) Minimum and/or maximum amount of application: | [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.][●] |
| (g) Method and time limit for paying up the securities and for delivery of the Notes: | [Investors will be notified by the relevant Authorised Offeror of their allocations of Notes and the settlement arrangements in respect thereof. The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys.][●] |
| (h) Manner and date on which results of | [Investors will be notified by the applicable Financial |

the offer are to be made public:	Intermediary of their allocations of Notes and the settlement procedures in respect thereof on or around [date].][●]
(i) 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.][●]
(j) Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[A prospective Noteholder will receive 100 per cent. of the amount of the Notes allocated to it at the end of the Offer Period. Prospective Noteholders will be notified by the applicable Authorised Offeror in accordance with the arrangements in place between such Authorised Offeror and the prospective Noteholders. No dealings in the Notes on a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC may take place prior to the Issue Date.][●]
(k) 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 Notes.][●]
(l) Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	The Initial Authorised Offerors identified in paragraph [●] above [and any additional Authorised Offerors who have or obtain the Issuer's consent to use the Prospectus in connection with the Public Offer and who are identified on the Issuer's website as an Authorised Offeror] (together, the " Authorised Offerors ").

SUMMARY²³

Summaries are made up of disclosure requirements known as “Elements”. These Elements are numbered in Sections A – E (A.1 – E.7). This summary contains all the Elements required to be included in a summary relating to the Notes and the Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the nature of the Notes and the Issuer, it is possible that no relevant information can be given regarding the Element. In this case, a short description of the Element is included in the summary and marked as “Not Applicable”.

Section A – Introduction and warnings

Element	
A.1	<p>This summary must be read as an introduction to this Base Prospectus. Any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including any documents incorporated by reference. Where a claim relating to the information contained in this Base Prospectus is brought before a court, the plaintiff may, under the national legislation of Member States of the European Economic Area where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes.</p>
A.2	<p>Consent: Subject to the conditions set out below, the Issuer consents to the use of the Base Prospectus in connection with a Public Offer (as defined below) of Notes by the Dealer[s], [●,] [and] [each financial intermediary whose name is published on the Issuer’s website, (www.rabobank.com), and identified as an Authorised Offeror in respect of the relevant Public Offer] [and any financial intermediary which is authorised to make such offers under the applicable legislation implementing Directive 2004/39/EC (the “Markets in Financial Instruments Directive”)] and publishes on its website the following statement (with the information in square brackets being completed with the relevant information):</p> <p><i>“We, [insert legal name of financial intermediary], refer to the [insert title of relevant PD Notes] (the “Notes”) described in the Final Terms dated [insert date] (the “Final Terms”) published by Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Structured Products) (the “Issuer”). We hereby accept the offer by the Issuer of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in [Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden and the United Kingdom] (the “Public Offer”) in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus in connection with the Public Offer accordingly.”</i></p> <p>A “Public Offer” of Notes is an offer of Notes (other than pursuant to Article 3(2) of the Prospectus Directive) in [Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden and the United Kingdom] during the Offer Period specified below. Those persons to whom the Issuer gives its consent in accordance with the foregoing provisions are the “Authorised Offerors” for such Public Offer.</p> <p>Offer Period: The Issuer’s consent referred to above is given for Public Offers of Notes during the period from [●] to [●] (the “Offer Period”).</p> <p>Conditions to consent: The conditions to the Issuer’s consent [(in addition to the conditions referred to above)]</p>

²³ Insert only for Tranches that are Non-Exempt PD Notes and/or have a denomination of less than EUR 100,000.

Element	
	<p>are such that consent (a) is only valid in respect of the relevant Tranche of Notes; (b) is only valid during the Offer Period; [and] (c) only extends to the use of the Base Prospectus to make Public Offers of the relevant Tranche of Notes in [Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden and the United Kingdom] [and (d) [●]].</p> <p>An investor intending to acquire or acquiring Notes in a Public Offer from an Authorised Offeror other than the Issuer will do so, and offers and sales of such Notes to an investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such investor including as to price, allocations, expenses, and settlement arrangements.</p> <p>Each investor must look to the relevant Authorised Offeror at the time of any such Public Offer for the provision of information regarding the terms and conditions of the Public Offer and the Authorised Offeror will be solely responsible for such information.]</p> <p>[Not Applicable. The Notes are being offered on an exempt basis pursuant to Article 3(2) of the Prospectus Directive. The Issuer has not given its consent for any financial intermediary or other offeror to use the Base Prospectus in connection with any offer of the Notes.]</p>

Section B – Issuer

Element	Title	
B.1	The legal and commercial name of the Issuer:	<p>The legal name of the Issuer is Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank Structured Products).</p> <p>The commercial name of the Issuer is Rabobank Structured Products.</p>
B.2	The domicile and legal form of the Issuer, the legislation under which the Issuer operates and its country of incorporation:	<p>The Issuer has its statutory seat in Amsterdam, is a cooperative entity (<i>coöperatie</i>) and is registered with the Trade Register of the Chamber of Commerce in Utrecht, the Netherlands under number 30046259. The Issuer operates under the laws of the Netherlands.</p>
B.4b	A description of any known trends affecting the Issuer and the industries in which it operates:	<p>Rabobank Group's results of operations are affected by a variety of market conditions, including economic cycles, fluctuations in stock markets, interest rates and exchange rates, and increased competition. A decline in the stock markets could adversely affect Rabobank Group's results of operations and its financial assets.</p> <p>The Issuer expects that the relatively low interest rate environment that it faced in the recent past is likely to continue in 2014, with a corresponding impact on Rabobank Group's results.</p>
B.5	Description of the Issuer's Group and the Issuer's position within	<p>Rabobank Group is an international financial services provider, operating on the basis of cooperative principles. Rabobank Group is comprised of the Issuer as central institution, its members, being the local Rabobanks in the Netherlands and its subsidiaries and participations in the Netherlands and abroad.</p>

Element	Title																																																																			
	the Group:																																																																			
B.9	Profit forecast or estimate:	Not Applicable. The Issuer has not made any public profit forecasts or profit estimates.																																																																		
B.10	Qualifications in the Auditors' report:	Not Applicable. The audit reports on the Issuer's audited financial statements for the years ended 31 December 2012 and 31 December 2013 are unqualified.																																																																		
B.12	Selected Financial Information:	<p>The following summary financial data is derived from, is qualified by reference to, and should be read in conjunction with, Rabobank Group's audited consolidated financial statements as at, and for the years ended, 31 December 2012 and 2013. Certain figures for the year ended 31 December 2012 have been restated as a result of changes in accounting policies and presentation.</p> <p><i>Consolidated statement of financial position:</i></p> <table> <tr> <th></th><th colspan="2">Year ended 31 December</th></tr> <tr> <th></th><th>2013</th><th>2012</th></tr> <tr> <td></td><td colspan="2"><i>(in millions of euros)</i></td></tr> <tr> <td><i>Assets:</i></td><td></td><td></td></tr> <tr> <td>Cash and cash equivalents</td><td>43,039</td><td>68,103</td></tr> <tr> <td>Due from other banks.....</td><td>40,844</td><td>35,386</td></tr> <tr> <td>Trading financial assets.....</td><td>5,289</td><td>6,387</td></tr> <tr> <td>Other financial assets at fair value through profit or loss</td><td>4,971</td><td>5,911</td></tr> <tr> <td>Derivative financial instruments</td><td>39,703</td><td>65,423</td></tr> <tr> <td>Loans to customers</td><td>460,202</td><td>485,299</td></tr> <tr> <td>Available-for-sale financial assets.....</td><td>46,411</td><td>50,425</td></tr> <tr> <td>Investments in associates</td><td>3,629</td><td>3,649</td></tr> <tr> <td>Intangible assets</td><td>1,991</td><td>2,343</td></tr> <tr> <td>Property and equipment</td><td>6,901</td><td>6,500</td></tr> <tr> <td>Investment properties</td><td>1,073</td><td>1,489</td></tr> <tr> <td>Current tax assets</td><td>190</td><td>597</td></tr> <tr> <td>Deferred tax assets</td><td>1,911</td><td>960</td></tr> <tr> <td>Other assets</td><td>8,805</td><td>9,763</td></tr> <tr> <td>Non-current assets held for sale and discontinued operations</td><td>9,180</td><td>8,475</td></tr> <tr> <td>Total assets</td><td>674,139</td><td>750,710</td></tr> </table> <table> <tr> <th></th><th colspan="2">As at 31 December</th></tr> <tr> <th></th><th>2013</th><th>2012</th></tr> </table>		Year ended 31 December			2013	2012		<i>(in millions of euros)</i>		<i>Assets:</i>			Cash and cash equivalents	43,039	68,103	Due from other banks.....	40,844	35,386	Trading financial assets.....	5,289	6,387	Other financial assets at fair value through profit or loss	4,971	5,911	Derivative financial instruments	39,703	65,423	Loans to customers	460,202	485,299	Available-for-sale financial assets.....	46,411	50,425	Investments in associates	3,629	3,649	Intangible assets	1,991	2,343	Property and equipment	6,901	6,500	Investment properties	1,073	1,489	Current tax assets	190	597	Deferred tax assets	1,911	960	Other assets	8,805	9,763	Non-current assets held for sale and discontinued operations	9,180	8,475	Total assets	674,139	750,710		As at 31 December			2013	2012
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Element	Title		
		<i>(in millions of euros)</i>	
	Liabilities:		
	Due to other banks	15,496	27,059
	Due to customers	329,400	334,271
	Debt securities in issue.....	195,361	223,336
	Derivative financial instruments and other trade liabilities.....	50,171	74,800
	Other debts.....	7,436	11,166
	Other financial liabilities at fair value through profit or loss.....	19,069	24,091
	Provisions	972	752
	Current tax liabilities.....	267	205
	Deferred tax liabilities.....	290	186
	Subordinated debt	7,815	5,407
	Liabilities held for sale.....	7,825	7,357
	Total liabilities	634,102	708,630
	Equity of Rabobank Nederland and local Rabobanks.....	24,641	25,311
	Equity instruments issued directly		
	Rabobank (Member) Certificates.....	5,823	6,672
	Capital Securities	7,029	7,114
		12,852	13,786
	Equity instruments issued by subsidiaries		
	Capital Securities	236	236
	Trust Preferred Securities III to VI	1,269	1,340
		1,505	1,576
	Other non-controlling interests	1,039	1,407
	Total equity	40,037	42,080
	Total equity and liabilities	674,139	750,710
	Consolidated statement of income:		
		As at 31 December	
		2013	2012

Element	Title		
		<i>(in millions of euros)</i>	
	Interest income	19,756	21,965
	Interest expense	10,663	12,794
	Interest	9,093	9,171
	Commission income	2,194	2,577
	Commission expense	194	349
	Commission	2,000	2,228
	Income from associates	157	255
	Net income from financial assets and liabilities at fair value through profit or loss	232	872
	Gains/(losses) on available-for-sale financial assets	56	132
	Other results	1,482	958
	Income	13,020	13,616
	Staff costs	5,325	5,494
	Other administrative expenses	3,912	2,982
	Depreciation	528	527
	Operating expenses	9,765	9,003
	Value adjustments	2,643	2,350
	Bank tax	197	196
	Operating profit before taxation.....	415	2,067
	Taxation	68	158
	Net profit from continuing operations	347	1,909
	Net profit from discontinued operations	1,665	149
	Net profit.....	2,012	2,058
	Of which attributable to Rabobank Nederland and local Rabobanks	929	843
	Of which attributable to holders of Rabobank (Member) Certificates	309	328
	Of which attributable to Capital Securities.....	655	717
	Of which attributable to Trust Preferred Securities III to VI	67	75
	Of which attributable to non-controlling interests.....	52	95
	Net profit for the year	2,012	2,058

Element	Title	
		Material/significant change: There has been no significant change in the financial or trading position of the Issuer or of Rabobank Group, and there has been no material adverse change in the financial position or prospects of the Issuer or of Rabobank Group, since 31 December 2013.
B.13	Recent material events particular to the Issuer's solvency:	Not Applicable. There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.
B.14	Extent to which the Issuer is dependent upon other entities within the Group:	The Issuer is a cooperative with members. Its members are local cooperative Rabobanks who are represented in the Central Delegates Assembly and the General Meeting of Rabobank Nederland. The Central Delegates Assembly has a significant influence on the views adopted in Rabobank Group. The General Meeting of Rabobank Nederland is the body through which all local Rabobanks can exercise direct control. The General Meeting of Rabobank Nederland deals with important issues, such as adoption of financial statements, approval and endorsement of management and supervision, amendments to the articles of association and regulations and the appointment of members of the Supervisory Board. The financial performance of the Issuer is dependent upon the performance of the independent local Rabobanks and the subsidiaries within Rabobank Group.
B.15	Principal activities of the Issuer:	Rabobank Group is an international financial services provider operating on the basis of cooperative principles. It offers retail and business banking, private banking, wholesale banking, leasing and real estate services. As a cooperative bank, Rabobank focuses on treating customers fairly in the provision of its services. Rabobank believes it is a market leader in the Netherlands and it focuses internationally on strengthening its leading position as a food and agri bank.
B.16	Extent to which the Issuer is directly or indirectly owned or controlled:	The Issuer is not directly owned or controlled.
B.17	Credit ratings assigned to the Issuer or its debt securities:	The Notes to be issued [are not]/[have been]/[are expected to be] rated [●] by [●].

Section C – Securities

Element	Title	
C.1	Type and class of the Notes:	Series Number: [●] Tranche Number: [●] [The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [insert description of the Series].]

Element	Title	
		<p>Aggregate Nominal Amount:</p> <p>[(i)] Series: [●]</p> <p>[(ii)] Tranche: [●]</p> <p>Form of Notes: [●]</p> <p>ISIN: [●]</p> <p>Common Code: [●]</p>
C.2	Currencies:	The Specified Currency of the Notes is [●].
C.5	Description of any restrictions on the free transferability of the Notes:	<p>The Issuer and the Dealer[s] have agreed certain customary restrictions on offers, sale and delivery of Notes and of the distribution of offering material in [<i>insert relevant jurisdictions</i>].</p> <p>U.S. selling restrictions: Reg. S Compliance Category 2. [TEFRA C][TEFRA D][TEFRA not applicable]</p>
C.8	Description of the rights attached to the Notes:	<p>Ranking (status): The Notes [and the [Receipts][,][and][Coupons [and Talons]] will constitute unsecured and unsubordinated obligations of the Issuer and will rank <i>pari passu</i> and without any preference among themselves and with all other present or future (subject as aforesaid) unsecured and unsubordinated obligations of the Issuer (save for such exceptions as may be provided by applicable law).</p> <p>Taxation: All payments of principal [and interest] in respect of the Notes [and the [Receipts][,][and][Coupons [and Talons]] by the Issuer will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Netherlands (or any other relevant business jurisdiction of the Issuer), or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall, save in certain limited circumstances, pay such additional amounts as shall result in receipt by the Noteholders [and the Couponholders] of such amounts as would have been received by them had no such withholding or deduction been required.</p> <p>Events of Default: The terms of the Notes contain the following events of default:</p> <ul style="list-style-type: none"> (a) where the Issuer defaults on payment of interest or principal in respect of any of the Notes for more than 30 days; (b) where the Issuer fails to observe or perform any of its other obligations under the Notes and such failure continues for the period of 60 days following the service of notice on the Issuer requiring the same to be remedied; (c) where the Issuer fails to repay borrowed money which exceeds EUR 35,000,000 or its countervalue and such failure continues for a period of 30 days after notice of such failure has been received by the Issuer or the Issuer fails to honour any guarantee or indemnity in excess of EUR 35,000,000 or its countervalue and such failure continues for a period of 30 days after notice of such failure has been received by the Issuer. However, in each case, no event of default shall be deemed to have occurred if the Issuer contests its liability in good faith or shall have been ordered not to make such payment by a competent court; (d) where the Issuer becomes bankrupt, an administrator is appointed, or an order is made or an effective resolution is passed for the winding-up, liquidation or administration of the Issuer (except for the purposes of a reconstruction or merger the terms of which have previously been approved by a meeting of Noteholders) or an application is filed for a

Element	Title	
		<p>declaration (which is not revoked within a period of 30 days), or a declaration is made, under Article 3:160 of the Dutch Financial Supervision Act (<i>Wet op het financieel toezicht</i>), as modified or re-enacted from time to time, of the Netherlands in respect of the Issuer;</p> <p>(e) where the Issuer compromises with its creditors generally or such measures are officially decreed; and</p> <p>(f) where the Issuer shall cease to carry on the whole or a substantial part of its business (except for the purposes of a reconstruction or merger the terms of which have previously been approved by a meeting of the Noteholders).</p> <p>Meetings: Meetings of Noteholders may be convened to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of Notes including Noteholders who did not vote on the relevant resolution and Noteholders who voted in a manner contrary to the majority.</p> <p>Governing law: The Notes [and the [Receipts][,][and][Coupons[and Talons]] and all non-contractual obligations arising out of or in connection with them will be governed by, and shall be construed in accordance with, the laws of the Netherlands.</p>
C.9	Interest, maturity and redemption provisions, yield and representative of the Noteholders:	<p>(Complete the relevant sections below and delete those that are not applicable)</p> <p><u>Interest</u></p> <p>[Fixed Rate Notes: The Notes are Fixed Rate Notes. The Notes bear interest from [•] at [•] per cent. [per annum] payable [annually/semi-annually/quarterly/monthly] in arrear on [•] in each year.</p> <p>Indication of yield: [•] per cent. per annum.]</p> <p>[Floating Rate Notes: The Notes are Floating Rate Notes. The Notes bear a floating rate of interest from [•] at [LIBOR][EURIBOR][EONIA][LIBID][LIMEAN][GBP-ISDA-Swap Rate][STIBOR][EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate] [[+/-] [•] per cent.] (specify changes in margin if step-up/step-down)] [per annum] payable [annually][semi-annually][quarterly][monthly] in arrear on [•] in each year, subject to adjustment in accordance with the [•] Business Day Convention.]</p> <p>[Zero Coupon Notes: The Notes are Zero Coupon Notes. The Notes do not bear interest.</p> <p>The Amortisation Yield is [•].]</p> <p>[Inverse Floating Rate Notes:</p> <p>The Notes are Inverse Floating Rate Notes. [The Notes bear a floating rate of interest from [•] of [•] per cent. - [LIBOR][EURIBOR][EONIA][LIBID][LIMEAN][GBP-ISDA-Swap Rate][STIBOR][EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate] [per annum] payable [annually/semi-annually/quarterly/monthly] in arrear on [•] in each year, subject to adjustment in accordance with the [•] Business Day Convention.][The Notes will bear interest in accordance with the following formula:</p> <p>[Specify the formula set out for INV(2), INV(3), INV(4), INV(5), INV(6), INV(7), INV(8) from General Condition 5(d) as applicable.]</p> <p>Where:</p> <p>[“Gearing Factor” means [•];]</p> <p>[“Inverse Rate” means [•];]</p> <p>[“Margin”, “Margin₁” “Margin₂” and “Margin₃” means [•], [•] and [•] respectively;]</p> <p>[and]</p>

Element	Title	
		<p>[“Previous Coupon” means [●].]</p> <p>[CMS Linked Notes:</p> <p>The Notes are CMS Linked Notes. The Notes will bear interest in accordance with the following formula:</p> <p><i>[Specify the formula set out for CMS(1), CMS(2), CMS(3), CMS(4), CMS(5), CMS(6), CMS(7), CMS(8), CMS(9), CMS(10), CMS(11), CMS(12), CMS(13), CMS(14), CMS(15), CMS(16), CMS(17), CMS(18), CMS(19), CMSRA(1), CMSRA(2), CMSRA(3), CMSRA(4) or CMSRA(5) from General Condition 5(d), as applicable.]</i></p> <p>Where:</p> <p>[“Accrual Range” means [●];]</p> <p>[“Accrual Rate” means [●];]</p> <p>[“Applicable Rate” means [●];]</p> <p>[“CMS Rate”, “CMS Rate₁” and “CMS Rate₂”] means [●], [●] and [●] respectively; <i>(if the CMS Rate is determined in accordance with another of the formulae, specify such formula and all details relevant to calculating the same.)</i></p> <p>[“Gearing Factor” means [●];]</p> <p>[“Margin”, “Margin₁”, “Margin₂” and “Margin₃”] means [●] [and [●]] respectively;]</p> <p>[“Minimum Rate of Interest”, “Minimum Rate of Interest₁”, “Minimum Rate of Interest₂”, “Maximum Rate of Interest”, “Maximum Rate of Interest₁” and “Maximum Rate of Interest₂”] means [●], [●], [●], [●], [●] and [●], respectively; [and]</p> <p>[“Power” means [●];]</p> <p>[Range Accrual Notes:</p> <p>The Notes are Range Accrual Notes. The Notes will bear interest in accordance with the following formula:</p> <p><i>[Specify the formula set out for RAN(1), RAN(2), RAN(3), RAN(4) or RAN(5) from General Condition 5(f), as applicable.]</i></p> <p>Where:</p> <p>[“Accrual Range” means [●];]</p> <p>[“Accrual Rate” means [●];]</p> <p>[“Applicable Rate” means [●];]</p> <p>[“Gearing Factor” means [●];] [and]</p> <p>[“Margin”, “Minimum Rate of Interest” and “Maximum Rate of Interest” means [●], [●] and [●] respectively.]</p> <p>[Ratchet Notes: The Notes are Ratchet Notes. The Notes bear interest at <i>[specify Reference Rate or Floating Rate Option]</i> plus [●] multiplied by [●], subject to a maximum amount of the rate of interest paid in the immediately preceding interest period (the “Previous Coupon”) plus [●] multiplied by [●] and a minimum amount of the Previous Coupon plus [●] multiplied by [●]. For the first interest period, the Previous Coupon is deemed to be [●].]</p> <p>[Variable Rate Notes: The Notes are Variable Rate Notes.</p> <p>From [●] to [●], the Notes [bear interest at the rate of <i>[replicate details from Fixed Rate Notes, Floating Rate Notes, Inverse Floating Rate Notes, CMS Linked Notes or Range Accrual Notes above, as applicable]</i>][do not bear Interest. The Amortisation Yield applicable to such period is [●].]</p>

Element	Title	
		<p>From [•] to [•], [if the Issuer notifies the Noteholders via a Variation Notice,] the Notes [bear interest at the rate of [<i>replicate details from Fixed Rate Notes, Floating Rate Notes, Inverse Floating Rate Notes, CMS Linked Notes or Range Accrual Notes above, as applicable</i>][do not bear interest. The Amortisation Yield applicable to such period is [•].] (<i>Repeat as necessary if more than one Variation Period.</i>)</p> <p>[Contingent Coupon Notes: The Notes are Contingent Coupon Notes. The Notes bear interest (if any) at a rate determined by reference to the Underlying[s] specified in C.20 below, in accordance with the following:</p> <p><u>[Conditional Coupon with No Memory – Single Underlying:</u> The Notes bear interest at a rate of [•] per cent. if the value of the Underlying is at or above [•] on the relevant date; otherwise, no interest will be payable in respect of the relevant Interest Period.]</p> <p><u>[Conditional Coupon with No Memory – Worst Performer:</u> The Notes bear interest at a rate of [•] per cent. if the value of each Underlying in a basket is at or above [•] on the relevant date. If the value of any one of the Underlyings comprising the Basket is below [•] on the relevant date, no interest will be payable for the relevant Interest Period.]</p> <p><u>[Conditional Coupon with Memory – Single Underlying:</u> The Notes bear interest at a rate of [•] per cent. if the value of the Underlying is at or above [•] on the relevant date. If the value is below [•], no interest will be payable in respect of the relevant Interest Period, although the rate of interest will in respect of each successive interest period be increased by a factor reflecting the number of previous consecutive interest periods that have occurred where no interest was payable. The Notes bear no interest if the value of the Underlying is below the specified threshold on all of the relevant dates during the term of the Notes.]</p> <p><u>[Conditional Coupon with Memory – Worst Performer:</u> The Notes bear interest (if any) at a rate of [•] per cent. if the value of each Underlying in the basket is at or above [•] on the relevant date. If the value of any one or more of the Underlyings in the basket is below [•] on the relevant date, no interest will be payable for the relevant Interest Period, although the rate of interest will in respect of each successive interest period be increased by a factor reflecting the number of previous consecutive interest periods that have occurred where no interest was payable. The Notes bear no interest if the value of the Underlying is below the specified threshold on all of the relevant dates during the term of the Notes.]</p> <p><u>[Range Accrual – Single Underlying:</u> The Notes bear interest (if any) at a rate determined by reference to the number of days in [<i>specify observation period</i>] on which the closing value of the Underlying is [at or above [•]][within [<i>specify range</i>]] compared with the number of days in the relevant period. If the value of the Underlying remains [below [•]][outside [<i>specify range</i>]] throughout the entire relevant period, no interest will be payable for the relevant interest period.]</p> <p><u>[Range Accrual – Worst Performer:</u> The Notes bear interest (if any) at a rate determined by reference to the number of days in [<i>specify observation period</i>] on which the closing value, on any day in such period, of the worst performing Underlying in the basket is [at or above [•]] [within [<i>specify range</i>]] compared with the number of days in the relevant period. If the value of the worst performing Underlying remains [below [•]][outside [<i>specify range</i>]] throughout the entire relevant period, no interest will be payable for the relevant interest period.</p> <p><u>[Bonus Recovery – Single Underlying:</u> If the value of the Underlying is at or above [•] on the relevant date, the Notes will bear interest at a rate of [•] per cent. plus an additional rate determined by reference to the increase in value of the Underlying relative to [•] [<i>specify</i></p>

Element	Title	
		<p><i>initial value</i>], subject to a minimum of [•]; otherwise, no interest will be payable in respect of the relevant interest period.]</p> <p><u>[Bonus Recovery – Worst Performer:</u> If the value of each of the Underlyings in the basket is at or above [•] [<i>specify relevant level</i>] on the relevant date, the Notes bear interest at a rate of [•] per cent. plus an additional rate determined by reference to the increase in value of the worst performing Underlying relative to [•] [<i>specify initial value</i>], subject to a minimum of [•]. If the value of any one of the Underlyings comprising the basket falls below such specified on the relevant date, no interest will be payable in respect of the relevant interest period.]</p> <p><u>[Year-on-year Inflation Linked Interest:</u> The Notes bear interest (if any) at a rate determined by reference to the change in the level of an inflation index over a one year period[, subject to a maximum amount of [•]] [and] [a minimum amount of [•]]. If the performance of the inflation index yields a negative result, no interest is payable.</p> <p><u>[Other Periodic Inflation Linked Interest:</u> The Notes bear interest (if any) at a rate determined by reference to the change in the level of an inflation index over [•] [<i>specify period</i>], subject to a maximum amount of [•]] [and] [a minimum amount of [•]]. If the performance of the inflation index yields a negative result, no interest is payable.</p> <p><u>[Digital Interest:</u> The Notes bear interest at a rate of [•] per cent. if the value of the Underlying is [[equal to or less than][equal to or greater than] [•]][between [•] [<i>specify range</i>]]; otherwise the Notes bear interest at a rate of [•] per cent.]</p> <p><u>[FX Linked Interest:</u></p> <p>[FX(1): The Notes bear interest (if any) determined by reference to the performance of the relevant FX Rate multiplied by [•], with [•] being subtracted from the result. The performance of the relevant FX Rate is calculated by dividing its value on a specified date prior to each Interest Payment Date by its initial value.]</p> <p>[FX(2): The Notes bear interest (if any) determined by reference to the performance of the relevant FX Rate multiplied by [•]. The performance of the relevant FX Rate is calculated by dividing its value on a specified date prior to each Interest Payment Date by its initial value.]</p> <p><u>[FX Range Interest:</u> The Notes bear interest (if any) determined by reference to the performance of a specified FX Rate. If the FX Rate is between [•] and [•], interest is calculated at [•]. If the FX Rate is outside [•] and [•], interest is calculated at [•].</p> <p><u>[Automatic Early Redemption</u></p> <p><u>[Autocall – Single Underlying:</u> The Notes will redeem prior to their stated maturity on [•] if the value of the Underlying specified in C.20 below is at or above [•].]</p> <p><u>[Autocall – Worst Performer:</u> The Notes will redeem prior to their stated maturity on [•] if the value of each Underlying in a basket specified in C.20 below is at or above [•].]</p> <p><u>[Autocall (Individual Call) – Single Underlying:</u> The Notes will redeem prior to their stated maturity on [•] [if the value of the Underlying specified in C.20 below is equal to or less than [•]][if the value of the Underlying is equal to or greater than [•]][if the value of the Underlying is equal to or between [•]].]</p> <p><u>[Autocall (Individual Call) – Worst Performer:</u> The Notes will redeem prior to their stated maturity on [•] [if the value of each Underlying in the basket specified in C.20 below is equal to or less than [•]][if the value of each such Underlying is equal to or greater than [•]][if the value of the Underlying is equal to or between [•]].]</p> <p>The amount per Note payable on any such early redemption will be equal to [•] per</p>

Element	Title	
		<p>Calculation Amount, together with the interest (if any) accrued to (but excluding) the date on which the Notes redeem early.]</p> <p><u>Redemption at maturity</u></p> <p>The redemption amount payable [or deliverable (as the case may be)] at maturity is calculated by reference to [the value of the Underlying[s] specified in C.20 below and] a the “Final Redemption Amount” formula specified below, which will determine [a cash amount to be paid on the maturity date (<i>Complete where the Final Redemption Amount is Par or Premium/Discount</i>)[a cash amount to be paid on the maturity date, either specified in the relevant Final Redemption Amount or in the Cash Settlement Amount[s] specified below (<i>Complete where the Final Redemption Amount is any other formulae and only Cash Settlement Amount(s) apply</i>)], or an amount of assets to be delivered to the Noteholders calculated in accordance with the Asset Amount formula specified below (<i>Include where an Asset Amount applies</i>)].</p> <p><u>Final Redemption Amounts</u></p> <p><u>[Redemption at [Par][Discount][Premium]]</u>: The Notes will be redeemed at [par][[•] per cent. per Calculation Amount].</p> <p><u>[Dual Currency Redemption]</u>:</p> <p>A cash amount equivalent to the Calculation Amount will be payable. The currency in which such cash amount is payable will be determined by reference to the increase or decrease in the value of an FX Rate over a specified period (the “FX Performance”). If the FX Performance is [equal to or greater than][equal to or less than][greater than][less than] [•], the cash amount will be converted into [specify Second Currency] at [specify Initial Exchange Rate]. If the Currency Condition is not met, the cash amount will be payable in the currency in which the Notes are denominated.]</p> <p>A cash amount (if any) of [•] per cent. per Calculation Amount will be payable on redemption. The currency in which such cash amount is payable will be determined by reference to the increase or decrease in the value of the Underlying over a specified period. If the final value of the Underlying is equal to or greater than [•] [specify relevant level], the redemption amount payable will be in [•] [specify relevant currency]. If the final value of the FX Rate is less than [•] [specify relevant level], the amount (if any) payable will be in [•] [specify relevant currency].]</p> <p><u>[Standard Redemption – Single Underlying]</u>: If the final value of the Underlying is greater than or equal to [•], the Notes will redeem at par; otherwise, the Notes will redeem in accordance with the [Cash Settlement Amount][Asset Amount] formula specified below.]</p> <p><u>[Standard Redemption – Worst Performer]</u>: If the final value of each Underlying in the basket is greater than or equal to [•], the Notes will redeem at par; otherwise, the Notes will redeem in accordance with the [Cash Settlement Amount][Asset Amount] formula specified below.]</p> <p><u>[Standard Redemption – Basket]</u>: If the aggregate of the final values of all the Underlyings in the basket is greater than or equal to [•], the Notes will redeem at par; otherwise, the Notes will redeem in accordance with the [Cash Settlement Amount][Asset Amount] formula specified below.]</p> <p><u>[Barrier Redemption – Single Underlying]</u>: If the final value of the Underlying is greater than or equal to [•], the Notes will redeem in accordance with the [first] Cash Settlement Amount formula specified below; if the final value of the Underlying is less than [•] and equal to or greater than [•], the Notes will redeem at par; if the final value of the Underlying is less than</p>

Element	Title	
		<p>[•] [<i>specify relevant level</i>], the Notes will redeem in accordance with the [second Cash Settlement Amount formula][the Asset Amount formula] specified below.]</p> <p><u>[Barrier Redemption – Worst Performer]</u>: If the final value of each Underlying in the basket is greater than or equal to [•], the Notes will redeem in accordance with the [first] Cash Settlement Amount formulae specified below; if the final value of the worst performing Underlying in the basket is less than [•] and equal to or greater than [•] [<i>specify relevant level</i>], the Notes will redeem at par; if the final value of any Underlying in the basket is less than [•], the Notes will redeem in accordance with the [second Cash Settlement Amount formula][the Asset Amount formula] specified below.]</p> <p><u>[Continuous Barrier Redemption – Single Underlying]</u>: If the final value of the Underlying is greater than or equal to [•], the Notes will redeem in accordance with the [first] Cash Settlement Amount formula specified below; if the final value of the Underlying is less than [•] and the Barrier Breach Event has not occurred, the Notes will redeem at par; if the final value of the Underlying is less than [•] and the Barrier Breach Event has occurred, the Notes will redeem in accordance with the [second Cash Settlement Amount formula][the Asset Amount formula] specified below.]</p> <p>The applicable Barrier Breach Event is [Barrier Breach Event (Observation Period Intra-Day)][Barrier Breach Event (Observation Period Closing)][Barrier Breach Event (Reference Business Day Closing)].</p> <p><u>[Continuous Barrier Redemption – Worst Performer]</u>: If the final value of each Underlying in the basket is greater than or equal to its strike, the Notes will redeem in accordance with the [first] Cash Settlement Amount formula specified below; if the final value of any such Underlying is less than the strike and the Barrier Breach Event has not occurred, the Notes will redeem at par; if the final value of any such Underlying is less than its strike and the Barrier Breach Event has not occurred, the Notes they will redeem in accordance with the [second Cash Settlement Amount formula][the Asset Amount formula] specified below.]</p> <p>The applicable Barrier Breach Event is [Barrier Breach Event (Observation Period Intra-Day)][Barrier Breach Event (Observation Period Closing)][Barrier Breach Event (Reference Business Day Closing)].</p> <p><u>[Cash Settlement Amounts]</u></p> <p><u>[Redemption at [Par][Discount][Premium]]</u>: The Notes will be redeemed at [par][[•] per cent. per Calculation Amount].</p> <p><u>[Performance – Single Underlying]</u>: A cash amount (if any) will be payable on redemption calculated by dividing the final value of the Underlying by to its initial value.]</p> <p><u>[Performance – Worst Performer]</u>: A cash amount (if any) will be payable on redemption calculated by dividing the final value of the worst performing Underlying in the basket relative to its initial value.]</p> <p><u>[Performance – Basket]</u>: A cash amount (if any) will be payable on redemption calculated by dividing the aggregate final value of all Underlyings in the basket by their respective aggregate initial value.]</p> <p><u>[Gearing – Single Underlying]</u>: A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of the Underlying relative to its specified initial value, which amount is multiplied by [•].]</p> <p><u>[Gearing – Worst Performer]</u>: A cash amount (if any) will be payable on redemption</p>

Element	Title	
		<p>determined by reference to the increase or decrease in the value of the worst performing Underlying in the basket, multiplied by [•] less [•].</p> <p><u>[Gearing with cap – Single Underlying]</u>: A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of the Underlying relative to its specified initial value, multiplied by [•] and subject to a maximum amount of [•].]</p> <p><u>[Gearing with cap – Worst Performer]</u>: A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of the worst performing Underlying in the basket relative to its specified initial value, multiplied by [•] and subject to a maximum amount of [•].]</p> <p><u>[Gearing with cap – Single Underlying]</u>: A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of the Underlying relative to its specified initial value, multiplied by [•] and subject to [a maximum amount of [•] and] a minimum amount of [•].]</p> <p><u>[Gearing with cap – Worst Performer]</u>: A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of the worst performing Underlying in the basket relative to its specified initial value, multiplied by [•] and subject to [a maximum amount of [•] and] a minimum amount of [•].]</p> <p><u>[Inflation Index Linked Redemption]</u>: A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of an inflation index over a specified period, subject to a minimum amount and a maximum amount.]</p> <p><u>[FX Performance Linked Redemption – Single Underlying]</u>: A cash amount (if any) will be payable on redemption determined by reference to the increase or decrease in the value of the value of the Underlying over [specify period], which amount is multiplied by [•] and is subject to a minimum amount of [•].]</p> <p><u>[FX Performance Linked Redemption - Basket]</u>: A cash amount (if any) will be payable on redemption determined by reference to the average of the increase or decrease in the value of the basket of FX Rates from [specify period].</p> <p><u>[Asset Amounts]</u></p> <p>The “Asset Amount” formula specified will determine the amount of assets that the Issuer shall deliver to Noteholders on redemption (the “Asset Amount”). In the event that this amount does not result in whole numbers of assets, any residual amount will be paid in cash.</p> <p><u>[Single Underlying – No Exchange Rate]</u>: The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the Underlying.]</p> <p><u>[Single Underlying – Exchange Rate for Currencies other than Sterling]</u>: The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the Underlying, taking into account the applicable exchange rate between the specified currency of the Notes and the currency of the Underlying.]</p> <p><u>[Single Underlying – Exchange Rate for Sterling]</u>: The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the Underlying, taking into account the applicable exchange rate between the specified currency of the Notes and the currency of the Underlying, the resulting value of which is then multiplied by 100.]</p> <p><u>[Worst Performer – No Exchange Rate]</u>: The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the worst performing Underlying in the basket.]</p> <p><u>[Worst Performer – Exchange Rate for Currencies other than Sterling]</u>: The Asset Amount will</p>

Element	Title	
		<p>be determined by dividing the Calculation Amount by the strike value of the worst performing Underlying in the basket, taking into account the applicable exchange rate between the specified currency of the Notes and the currency of the relevant Underlying.]</p> <p><u><i>[Worst Performer – Exchange Rate for Sterling:</i></u> The Asset Amount will be determined by dividing the Calculation Amount by the strike value of the worst performing Underlying in the basket, taking into account the applicable exchange rate between the specified currency of the Notes and the currency of the relevant Underlying, the resulting value of which is then multiplied by 100.]</p> <p><u><i>Fiscal Agent:</i></u> Deutsche Bank AG, London Branch</p>
C.10	Derivative component in interest payments:	<p>[[The amount of interest payable in respect of Contingent Coupon Notes is dependent on the value of one or more Underlyings.]</p> <p>[Whether the Notes redeem automatically early depends on the value of the Underlying[s] specified in C.20 below[, which may affect the amount of interest (if any) an investor receives over the term of the Notes]. See C.9 above and C.18 below for further information.][Not applicable]</p>
C.11	Listing and admission to trading:	[Notes will be listed on [Euronext Amsterdam][the regulated market of the Luxembourg Stock Exchange][the SIX Structured Products Exchange].][Not applicable]
C.15	Description of how the value of your investment is affected by the value of the Underlying Assets:	<p>[[<i>Conditional Coupon with No Memory</i>][<i>Conditional Coupon with Memory</i>][<i>Bonus Recovery</i>]: Interest will be payable if the value of the relevant Underlying is at or above [•]; otherwise no interest will be payable for that interest period.]</p> <p>[<i>Range Accrual</i>]: Interest will be payable if the value of the relevant Underlying is at or above [•], or within a specified range; otherwise no interest will be payable for that interest period.]</p> <p>[[<i>Year-on-year Inflation Linked Interest</i>][<i>Other Periodic Inflation Linked Interest</i>]: The amount of interest payable is determined by reference to the change in the level of an inflation index over a specified period. If the value of the inflation index increases over [<i>specify period</i>], the amount of interest payable will increase and, if the value of such index decreases, the amount of interest payable will decrease.]</p> <p>[<i>Digital Interest</i>]: The amount of interest payable will depend on the value of the Underlying relative to [•].]</p> <p>[<i>FX Linked Interest</i>]: The amount of interest payable is determined by reference to the change in the value of the Underlying relative to a specified initial value of the Underlying. If the value of the FX Rates increases relative to such initial value, the amount of interest payable for the relevant period will increase and, if the value of such FX Rate decreases, the amount of interest payable for the relevant period will decrease.]</p> <p>[<i>FX Range Interest</i>]: The amount of interest payable will depend on the value of the Underlying relative to [•].] (<i>Complete for Contingent Coupon Notes.</i>)</p> <p>[<i>Automatic Early Redemption</i>]: Whether the Notes redeem early will depend on the value of the relevant Underlying(s) relative to [•].]</p> <p>(<i>Complete for Final Redemption Amount, Cash Settlement Amount and/or Asset Amount unless the Final Redemption Amount is “Redemption at Par” or “Redemption at Discount/Premium”.</i>)</p>

Element	Title	
		<p><u>Final Redemption Amounts:</u></p> <p>[Dual Currency Redemption]: The currency in which the cash amount is payable on redemption is determined in reference to the value of the Underlying relative to a specified trigger level.]</p> <p>[Standard Redemption]: If the final value of the Underlying[s] is at or above [•], the Notes will be redeemed at par; otherwise, the amount of assets deliverable or cash payable on redemption will be determined in accordance with the [Cash Settlement Amount][Asset Amount] specified below.]</p> <p>[Barrier Redemption] If the final value of the Underlying[s] is at or above [•], the Notes will be redeemed in accordance with the First Cash Settlement Amount specified below; if the final value of the Underlying[s] falls is less than [•] but more than [•], the Notes will be redeemed at par; otherwise, the amount of [assets deliverable][cash payable] on redemption will be determined in accordance with the [Second Cash Settlement Amount][Asset Amount formulae] specified below.</p> <p>[Continuous Barrier Redemption]:</p> <p>If the final value of the Underlying[s] is at or above a [•], the Notes will be redeemed in accordance with the First Cash Settlement Amount specified below if the final value of the Underlying[s] is less than [•] and a Barrier Breach Event has not occurred, the Notes will be redeemed at par; otherwise, the amount of [assets deliverable][cash payable] on redemption will be determined in accordance with the [Second Cash Settlement Amount][Asset Amount formulae] specified below.</p> <p>The Barrier Breach Event will occur when the value of the Underlying[s], observed from [specify period], is [less than][less than or equal to][greater than][greater than or equal] to a [•].</p> <p><u>[First] Cash Settlement Amount:</u></p> <p>[Performance][Gearing]: The cash amount payable on redemption is determined by reference to the value of the Underlying[s] relative to a specified strike value. If the value of the relevant Underlying[s] increases relative to such strike value, the amount payable on redemption will increase and, if the value of such Underlying[s] decreases, the amount of payable on redemption will decrease.]</p> <p>[Inflation Linked Redemption]: The cash amount payable on redemption is determined by reference to the change in the level of the Underlying over [specify period]. If the value of the inflation index increases over such period, the amount payable on redemption will increase and, if the value of such index decreases, the amount payable on redemption will decrease.]</p> <p>[FX Performance Linked Redemption]: The cash amount payable on redemption is determined by reference to the performance of the Underlying[s]. If “Put” is selected, if the relevant FX Rate(s) increase in value, the amount payable on redemption will be higher. If “Call” is selected, if the Underlying[s] increase[s] in value, the amount payable on redemption will be lower.]</p> <p><u>[Second Cash Settlement Amount:</u></p> <p>[Performance][Gearing]: The cash amount payable on redemption is determined by reference to the value of the Underlying[s] relative to a specified strike value. If the value of the relevant Underlying[s] increases relative to such strike value, the amount payable on</p>

Element	Title	
		<p>redemption will increase and, if the value of such Underlying[s] decreases, the amount of payable on redemption will decrease.]</p> <p>[Inflation Linked Redemption: The cash amount payable on redemption is determined by reference to the change in the level of the Underlying over <i>[specify period]</i>. If the value of the inflation index increases over such period, the amount payable on redemption will increase and, if the value of such index decreases, the amount payable on redemption will decrease.]</p> <p>[FX Performance Linked Redemption: The cash amount payable on redemption is determined by reference to the performance of the Underlying[s]. If “Put” is selected, if the relevant FX Rate(s) increase in value, the amount payable on redemption will be higher. If “Call” is selected, if the Underlying[s] increase[s] in value, the amount payable on redemption will be lower.]</p> <p>[Asset Amounts: The amount of assets deliverable at maturity will be dependent in part on the final value of the relevant Underlying. The higher the final value, the fewer the number of assets that will be deliverable.]</p> <p>See also C.9 above.</p>
C.16	Expiration or maturity date of the securities:	Subject to early redemption, the Notes are scheduled to redeem on [•].
C.17	Description of the settlement procedures of the securities:	The Notes will be delivered on the issue date either against payment of the issue price or free of payment of the issue price as specified in the Final Terms. The Notes will be cleared and settled through [Euroclear Bank NV][Euroclear Bank SA and/or Clearstream Banking, <i>société anonyme</i>][<i>specify other</i>].
C.18	A description of how the return on derivative securities takes place:	See C.9 and C.10 above.
C.19	Final reference price of the underlying:	The final reference price of the Underlying[s] will be determined by the Calculation Agent in accordance with the conditions.
C.20	A description of the type of the underlying and where information on the underlying can be found:	The Notes are linked to <i>[specify single or basket of (a) commodities; (b) commodity indices; (c) equities; (d) equity indices; (e) FX rates; (f) funds or (g) inflation indices]</i> ([the][each, an] “Underlying”). Further information regarding the Underlying[s] can be found at <i>[specify information source]</i> .
C.21	Indication of the market where the Notes will be traded and for	Please see C.11 above.

Element	Title	
	which a prospectus has been prepared:	

Section D – Summary Risk Factors

Element	Title	
D.2	Key information on the key risks that are specific to the Issuer:	<p>In purchasing the Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified a number of factors which could materially adversely affect its business and ability to make payments due under the Notes.</p> <p>These factors include (a) business and general economic conditions; (b) credit risk; (c) country risk; (d) interest rate and inflation risk; (e) funding and liquidity risk; (f) market risk; (g) currency risk; (h) operational risk; (i) legal risk; (j) tax risk; (k) systemic risk; (l) effect of governmental policy and regulation; (m) minimum regulatory capital and liquidity requirements; (n) credit ratings; (o) competition; (p) business environment; (q) terrorist acts, other acts of war or hostility, civil unrest, geopolitical, pandemic or other such events; and (r) the loss of key employees.</p>
D.3	Key information on the key risks that are specific to the Notes:	<p>There are also risks associated with the Notes. These include:</p> <p>Market risks: a range of market risks, including: (a) there may be no or only a limited secondary market in the Notes; (b) an optional redemption feature of Notes is likely to limit their market value; and (c) any credit rating assigned to the Notes may not adequately reflect all the risks associated with an investment in the Notes.</p> <p>Modification without consent: The conditions of the Notes may be modified without the consent of the holder in certain circumstances.</p> <p>Withholding tax risk: The holders may not receive payment of the full amounts due in respect of the Notes as a result of amounts being withheld by the Issuer in order to comply with applicable laws.</p> <p>Change in law: Investors are exposed to the risk of changes in laws or regulations affecting the value of the Notes.</p> <p>Exchange rate risk: An investor's investment may be adversely affected by exchange rate movements.</p> <p>[Interest rate risks: [A holder of Fixed Rate Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate.][A holder of [Floating Rate Notes][CMS Linked Notes][Range Accrual Notes][Ratchet Notes] is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of [Floating Rate Notes][CMS Linked Notes][Range Accrual Notes][Ratchet Notes] in advance.]</p> <p>[Notes issued at a discount: The market values of Notes issued at a substantial discount from</p>

Element	Title	
		their principal amount tend to fluctuate more in relation to changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the Notes, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.]
D.6	Risk warning that investors may lose value of entire investment or part of it:	<p>(Include where the amount payable on redemption is linked to one or more Underlyings)</p> <p>[The capital invested in the Notes may be at risk. Consequently, the amount a prospective investor may receive on redemption of its Notes may be less than the amount invested by it [and may be zero.]]</p> <p>(The following applies to all Notes)</p> <p>Investors may lose up to the entire value of their investment if: (a) the investor sells their Notes prior to the scheduled redemption in the secondary market at an amount that is less than the initial purchase price; (b) the Issuer is subject to insolvency or bankruptcy proceedings or some other event which negatively affects the Issuer's ability to repay amounts due under the Notes; (c) the Notes are redeemed early for reasons beyond the control of the Issuer (such as a change of applicable law or market event in relation to the underlying asset(s)), and the amount paid or delivered is less than the initial purchase price; and/or (d) the Notes are subject to certain adjustments or alternative valuations following certain disruptive market events that result in the amount to be paid or delivered being reduced to an amount or value that is less than the initial purchase price.</p>

Section E – Offer

Element	Title									
E.2b	Reasons for the offer and use of proceeds:	The net proceeds from each issue of Notes will be used by the Issuer in connection with [its banking business][specify other].								
E.3	Terms and Conditions of the Offer:	<table><tr><td>(i) Conditions to which the offer is subject:</td><td>[Offers of the Notes are conditional on their issue. As between the Authorised Offerors and their customers, offers of the Notes are further subject to conditions as may be agreed between them and/or as specified in the arrangements in place between them.][•]</td></tr><tr><td>(ix) Description of the application process:</td><td>[A prospective Noteholder should contact the applicable Authorised Offeror in the applicable Public Offer Jurisdiction prior to the end of the Offer Period. A prospective Noteholder will subscribe for the Notes in accordance with the arrangements existing between such Authorised Offeror and its customers relating to the subscription of securities generally. Noteholders will not be required to enter into any contractual arrangements directly with the Issuer in connection with the subscription of the Notes.][•]</td></tr><tr><td>(x) Description of possibility to reduce subscriptions:</td><td>[Not Applicable. The terms of the Public Offer do not provide for any reduction of subscriptions.][•]</td></tr><tr><td>(xi) Manner for refunding</td><td>[Not Applicable. The terms of the Public Offer do not</td></tr></table>	(i) Conditions to which the offer is subject:	[Offers of the Notes are conditional on their issue. As between the Authorised Offerors and their customers, offers of the Notes are further subject to conditions as may be agreed between them and/or as specified in the arrangements in place between them.][•]	(ix) Description of the application process:	[A prospective Noteholder should contact the applicable Authorised Offeror in the applicable Public Offer Jurisdiction prior to the end of the Offer Period. A prospective Noteholder will subscribe for the Notes in accordance with the arrangements existing between such Authorised Offeror and its customers relating to the subscription of securities generally. Noteholders will not be required to enter into any contractual arrangements directly with the Issuer in connection with the subscription of the Notes.][•]	(x) Description of possibility to reduce subscriptions:	[Not Applicable. The terms of the Public Offer do not provide for any reduction of subscriptions.][•]	(xi) Manner for refunding	[Not Applicable. The terms of the Public Offer do not
(i) Conditions to which the offer is subject:	[Offers of the Notes are conditional on their issue. As between the Authorised Offerors and their customers, offers of the Notes are further subject to conditions as may be agreed between them and/or as specified in the arrangements in place between them.][•]									
(ix) Description of the application process:	[A prospective Noteholder should contact the applicable Authorised Offeror in the applicable Public Offer Jurisdiction prior to the end of the Offer Period. A prospective Noteholder will subscribe for the Notes in accordance with the arrangements existing between such Authorised Offeror and its customers relating to the subscription of securities generally. Noteholders will not be required to enter into any contractual arrangements directly with the Issuer in connection with the subscription of the Notes.][•]									
(x) Description of possibility to reduce subscriptions:	[Not Applicable. The terms of the Public Offer do not provide for any reduction of subscriptions.][•]									
(xi) Manner for refunding	[Not Applicable. The terms of the Public Offer do not									

Element	Title	
		<p>excess amount paid by applicants: provide for any refunds of excess amounts paid by applicants.][•]</p> <p>(xii) Minimum and/or maximum amount of application: [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.][•]</p> <p>(xiii) Method and time limit for paying up the securities and for delivery of the Notes: [Investors will be notified by the relevant Authorised Offeror of their allocations of Notes and the settlement arrangements in respect thereof. The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys.][•]</p> <p>(xiv) Manner and date on which results of the offer are to be made public: [Investors will be notified by the applicable Authorised Offeror of their allocations of Notes and the settlement procedures in respect thereof.][•]</p> <p>(xv) 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.][•]</p> <p>(xvi) Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries: [Offers may be made by the Authorised Offerors in each of the Public Offer Jurisdictions to any person during the Offer Period. In other EEA countries and in all jurisdictions (including the Public Offer Jurisdictions) outside of the Offer Period, offers will only be made by the [Dealer[s]] pursuant to an exemption under the Prospectus Directive, as implemented in such countries. All offers of the Notes will be made in compliance with all applicable laws and regulations.][•]</p> <p>(xvii) Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [A prospective Noteholder will receive 100 per cent. of the amount of the Notes allocated to it at the end of the Offer Period. Prospective Noteholders will be notified by the applicable Authorised Offeror in accordance with the arrangements in place between such Authorised Offeror and the prospective Noteholders. No dealings in the Notes on a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC may take place prior to the Issue Date.][•]</p> <p>(xviii) 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 Notes.] [•]</p>

Element	Title	
		<p>(xix) Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:</p> <p>The Initial Authorised Offerors identified in paragraph [•] above [and any additional Authorised Offerors who have or obtain the Issuer's consent to use the Base Prospectus in connection with the Public Offer and who are identified on the Issuer's website as an Authorised Offeror] (together, the "Authorised Offerors").</p>
E.4	Interests of natural and legal persons involved in the issue of the Notes:	[So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.][•]
E.7	Estimated expenses charged to the investor by the Issuer or the offeror:	[There are no expenses charged to the investor by the Issuer]/[The following expenses are to be charged to the investor by [the Issuer][•]: [•]]

FORM OF FINAL TERMS IN RESPECT OF EXEMPT NOTES

FINAL TERMS

**COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.
(RABOBANK STRUCTURED PRODUCTS)**

EUR 15,000,000,000

Structured Medium-Term Note Programme

Due from seven days to perpetuity

SERIES NO: [•]

[TRANCHE NO: [•]]

Issue of [aggregate nominal amount of Tranche] [Title of Notes] [Year of Issue] due [•] (the “Notes”)

Issue Price: [•] per cent.

[Publicity Name[s] of Dealer[s]]

The date of these Final Terms is [•]

PART A — CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Conditions**”) set forth in the base prospectus dated 30 July 2014 [and the supplemental prospectus[es] dated [●]] ([together,] the “**Base Prospectus**”). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for viewing at, and copies may be obtained from, Rabobank Nederland at Croeselaan 18, 3521 CB Utrecht, the Netherlands and the principal office in England of the Arranger and of the Paying Agent(s) in Luxembourg, Amsterdam, Paris and Zurich and www.bourse.lu.

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the base prospectus dated [original date] (the “**Conditions**”), which are incorporated by reference in the base prospectus dated 30 July 2014 [and the supplemental prospectus[es] dated [●]] ([together,] the “**Base Prospectus**”). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Conditions. The Issuer accepts responsibility for the information contained in these Final Terms which, when read together with the Base Prospectus and the Conditions, contains all information that is material in the context of the issue of the Notes. The Base Prospectus is available for viewing at, and copies may be obtained from Rabobank Nederland at Croeselaan 18, 3521 CB Utrecht, the Netherlands and the principal office in England of the Arranger and of the Paying Agent(s) in Luxembourg, Amsterdam, Paris and Zurich and www.bourse.lu.]²⁴

[These Final Terms constitute the final term sheet pursuant to Article 21 of the Additional Rules for the Listing of Derivatives of the SIX Swiss Exchange. The Base Prospectus together with these Final Terms constitute the complete listing prospectus for the Notes within the meaning of Article 21 of the Additional Rules for the Listing of Derivatives of the SIX Swiss Exchange.]²⁵

[The following alternative language applies if Notes are issued pursuant to Rule 144A.]

[THE NOTES REFERRED TO HEREIN THAT ARE REPRESENTED BY A RESTRICTED GLOBAL CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT (“**Rule 144A**”) TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, OR (2) OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT (A) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED

²⁴ The alternative language applies if the first Tranche of an issue which is being increased was issued under an offering circular/a base prospectus with an earlier date.

²⁵ Include if Notes are listed on the SIX Structured Products Exchange.

BY RULE 144 UNDER THE SECURITIES ACT FOR RESALES OF NOTES REPRESENTED BY A RESTRICTED GLOBAL CERTIFICATE]

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

(Italicised text indicate drafting notes and guidance for completing the Final Terms. Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs, save in respect of the items which may be deleted in accordance with the relevant drafting notes.)

(Consider whether a drawdown prospectus is necessary in order to issue fungible Notes where the first Tranche was issued pursuant to a previous Base Prospectus/Offering Circular. This could arise in circumstances where, for example, the Final Terms for the original tranche included information which is no longer permitted to be included in Final Terms under the Prospectus Directive (as amended) or pursuant to guidance issued by ESMA.)

[The Notes do not constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes ("CISA") and thus do not require an authorisation, and are not subject to the supervision, of the Swiss Financial Market Supervisory Authority (FINMA). Accordingly, prospective investors in the Notes are not eligible for the specific investor protection provided under the CISA.]²⁶

- | | | |
|---|--|---|
| 1 | Issuer: | Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
(Rabobank Structured Products) |
| 2 | (a) Series Number: | [●] |
| | (b) Tranche Number: | [●] |
| | (c) Date on which the Notes become fungible: | [Not Applicable][The Notes will be consolidated, form a single series and will be interchangeable for trading purposes with the [insert description of the Series] (the "Existing Notes") on [●][the Issue Date][the exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 80 below]. |
| 3 | Specified Currency or Currencies: | [●] |
| 4 | Aggregate Nominal Amount: | |
| | (a) Series: | [●] |
| | (b) Tranche: | [●][Not Applicable] |
| 5 | Issue Price: | [●] per cent. of the aggregate nominal amount
[plus accrued interest in respect of the period from, and including, [insert date][the Interest Commencement Date] to, but excluding, [insert date][the Issue Date] (in the case |

²⁶ Include if Notes are offered into Switzerland

of fungible issues only, if applicable)

- 6 (a) Specified Denominations: [●] [and integral multiples of [●] in excess thereof, up to and including [●].]
- (b) Calculation Amount: [●]
(If there is only one Specified Denomination, insert that Specified Denomination, otherwise insert the highest common factor (e.g. EUR 1,000).)
- 7 (a) Issue Date: [●]
- (b) Interest Commencement Date: [As specified in General Condition 1][●] (Specify if other than the Issue Date)[Not Applicable]
- (c) Trade Date: [●][Not Applicable]
(Trade Date must be specified whenever Alternative Currency Equivalent is applicable, or for Commodity Linked Notes, Commodity Index Linked Notes, Equity Linked Notes or Equity Index Linked Notes.)
- 8 Scheduled Maturity Date: [Specify date (or indicate if Notes are perpetual) or (for Floating Rate Notes) the Specified Interest Payment Date falling in or nearest to the relevant month and year.]
(N.B. It will be necessary to use the second option for Renminbi denominated Fixed Rate Notes where the Interest Payment Dates are subject to adjustment.)
- 9 Interest Basis: [[●] per cent. Fixed Rate Notes] [[insert Reference Rate] [+][-] [insert Margin] Floating Rate Notes][Zero Coupon Notes][Variable Rate Notes][Inverse Floating Rate Notes][CMS Linked Notes][Range Accrual Notes][Ratchet Notes][Contingent Coupon Notes][Dual Currency Interest]
Further particulars specified below.
[Not Applicable]
- 10 Change of Interest Basis: [Not Applicable][Applicable.
Further particulars specified below.]
(If applicable, complete further detail in "Variable Rate Note" below.)
- 11 Redemption Basis: [Redemption at Par][Dual Currency Redemption][Redemption at Discount/Premium][Instalment][Partly Paid][Standard Redemption – Single Underlying][Standard Redemption – Worst Performer][Standard Redemption – Basket][Barrier Redemption – Single Underlying][Barrier Redemption – Worst Performer][Continuous Barrier Redemption – Single Underlying][Continuous Barrier Redemption – Worst Performer]
Further particulars specified below.
- 12 Settlement Basis: [Cash Settlement][Physical Delivery]

- Further particulars specified below.
- 13 Notes linked to Underlying[s]: [Not Applicable][Commodity Linked Notes][Commodity Index Linked Notes][Equity Linked Notes][Equity Index Linked Notes][Fund Linked Notes][FX Linked Notes][Inflation Index Linked Notes]
Further particulars specified below.
- 14 Alternative Currency Equivalent: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Alternative Currency: [As specified in General Condition 8(g)][●]
- (b) Alternative Currency Adjudication Agent²⁷: [●]
- (c) Alternative Currency Calculation Agent²⁸: [●]
- (d) Alternative Currency Spot Rate: [As specified in General Condition 8(g)][●]
- (e) Settlement Rate Option: [As specified in General Condition 8(g)][●]
- (f) USD Spot Rate: [As specified in General Condition 8(g)][●]
- (g) USD Settlement Rate Option: [As specified in General Condition 8(g)][●]
- (h) Rate Calculation Jurisdiction: [●]
- (i) Rate Calculation Business Days: [As specified in General Condition 8(g)][●]
- (j) Specified Time: [●]
- (k) Maximum Days of Postponement: [●]
- 15 Redemption Prior to Maturity:
- (a) Call Option/Put Option: [Not Applicable][Call Option][Put Option]
Further particulars specified below.
- (b) Automatic Early Redemption: [Not Applicable][Applicable]
Further particulars specified below.]
- 16 (a) Status of the Notes: Senior Notes
- (b) Domestic Note: [Applicable][Not Applicable]
- (c) Date of approval for issuance of Notes: [●][Not Applicable]

PROVISIONS RELATING TO THE INTEREST BASIS

- 17 **Fixed Rate Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

²⁷ When paragraph 14 (Alternative Currency Equivalent) is "Applicable", a separate Alternative Currency Adjudication Agency Agreement will be needed if the Alternative Currency Adjudication Agent is not a Dealer or one of its affiliates or, where it is acting as Fiscal Agent, Deutsche Bank AG London Branch.

²⁸ When paragraph 14 (Alternative Currency Equivalent) is "Applicable", a separate Alternative Currency Calculation Agency Agreement will be needed if the Alternative Currency Calculation Agent is not a Dealer or one of its affiliates or, where it is acting as Fiscal Agent, Deutsche Bank AG London Branch.

- (a) Rate of Interest: [●] per cent. per annum [payable [annually][semi-annually][quarterly][monthly] in arrear]
- (b) [Specified] Interest Payment Date[s]: [●][in each year, from, and including, the Interest Commencement Date to, and including, the Maturity Date.]
(Include “Specified” where a Business Day Convention applies in accordance with paragraph 17(g) below.)
- (c) Fixed Coupon Amounts: [●] per Calculation Amount
[Each Fixed Coupon Amount shall be calculated by multiplying (i) the product of the Rate of Interest and the Calculation Amount, by (ii) the Day Count Fraction, and rounding the resultant figure to the nearest CNY0.01, with CNY0.005 rounded upwards.]
(The second option should only be used in the case of Fixed Rate Notes denominated in Renminbi where the Interest Payment Dates are subject to adjustment.)
- (d) Broken Amount: [[●] per Calculation Amount, payable on the Interest Payment Date falling [in][on] [●]][Not Applicable]
- (e) Day Count Fraction: [Actual/Actual][Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360][360/360][Bond Basis][30E/360][Eurobond Basis][30E/360 (ISDA)]
(Day Count Fraction should be Actual/Actual-for all fixed rate issues other than those denominated in U.S. Dollars or Renminbi, unless otherwise agreed.)
- (f) Interest Determination Date[s]: [As specified in General Condition 1][[●] in each year][●][Not Applicable]
- (g) Business Day Convention: [Applicable – Modified Following Business Day Convention][Not Applicable]
(General Condition 8(f) will apply if an Interest Payment Date falls on a day that is not a Payment Day, there fore only applicable where Notes are denominated in Renminbi.)
- 18 Floating Rate Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Interest Period: [As specified in General Condition 1][●]
- (b) Specified Interest Payment Date[s]: [●][, subject to adjustment in accordance with the Business Day Convention.]
- (c) Specified Period[s]: [●][Not Applicable]
- (d) Business Day Convention: [Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention][Not

- applicable]
- (Include a Business Day Convention where the period in which interest accrual should be adjusted for a non-Business Day.)*
- (e) Party responsible for calculating the Rate[s] of Interest (if not the Fiscal Agent): [●][Not Applicable]
- (f) Manner in which the Rate[s] of Interest is/are to be determined: [ISDA Determination][Screen Rate Determination]
- (g) ISDA Determination: [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (i) Floating Rate Option[s]: [●]
- (ii) Designated Maturity[ies]: [●]
- (iii) Reset Date[s]: [First day of Interest Period][●]
- (h) Screen Rate Determination: [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (i) Reference Rate[s]: [●] [month] [year] [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR] [EONIA] [STIBOR] [EUR-ISDA-EURIBOR-Swap Rate] [JPY-ISDA-Swap Rate] [USD-ISDA-Swap Rate]
- (ii) Interest Determination Date[s]: [As specified in General Condition 1][[●] Business Days prior to [the first day in each Interest Period][each Specified Interest Payment Date][●]]
- (iii) Relevant Screen Page[s]: [●]
- (iv) Fallback Provisions: As specified in General Condition [5(b)(iii)(B)(IV)(A)][5(b)(iii)(B)(V)(A)][5(b)(iii)(B)(V)(B)][Not Applicable]
- (i) Linear Interpolation: [Applicable][Not Applicable]
- (j) Margin: [+/-] [●] per cent. per annum
(If the Margin is going to differ as between different Interest Periods, this should be specified here.)
- (k) Minimum Rate of Interest: [●][Not Applicable]
- (l) Maximum Rate of Interest: [●][Not Applicable]
- (m) Day Count Fraction: [Actual/Actual][Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360] [360/360][Bond Basis][30E/360][Eurobond Basis] [30E/360 (ISDA)][Actual/Actual-ICMA]
- 19 Zero Coupon Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Amortisation Yield: [As specified in General Condition 1][[●] per cent. per annum]

- (b) Day Count Fraction: [Actual/Actual][Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360][360/360][Bond Basis][30E/360][Eurobond Basis][30E/360 (ISDA)][Actual/Actual-ICMA]
- 20 **Inverse Floating Rate Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Interest Period: [As specified in General Condition 1][●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Specified Period[s]: [●][Not Applicable]
- (d) Business Day Convention: [Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]
- (e) Applicable formula to be used for calculating the Rate[s] of Interest: [INV(1)][INV(2)][INV(3)][INV(4)][INV(5)][INV(6)][INV(7)][INV(8)]
- (f) Party responsible for calculating the Rate[s] of Interest (if not the Fiscal Agent): [●][Not Applicable]
- (g) Inverse Rate: [The mathematical [difference between][sum of]] (*specify Reference Rate(s)/Floating Rate Option(s)*) determined in accordance with [ISDA Determination][Screen Rate Determination] as set out below:
- (i) ISDA Determination: [Applicable][Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)
- (A) Floating Rate Option[s]: [●]
- (B) Designated Maturity[ies]: [●]
- (C) Reset Date[s]: [First day of Interest Period][●]
- (ii) Screen Rate Determination[s]: [Applicable][Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)
- (A) Reference Rate[s]: [●]
- (B) Interest Determination Date[s]: [●][TARGET] Business Days for [*specify currency*] prior to [the first day in [each Interest Period][each Specified Interest Payment Date]]
- (C) Relevant Screen Page[s]: [●]
- (D) Fallback Provisions: [Per General Condition 5(b)(iii)(B)(V)(A)][Per General Condition 5(b)(iii)(B)(V)(B)][Not Applicable]
- (iii) Linear Interpolation: [Applicable][Not Applicable]
- (h) Margin: [●][Not Applicable]
- (i) Margin₁: [●][Not Applicable]
- (j) Margin₂: [●][Not Applicable]
- (k) Margin₃: [●][Not Applicable]

- (l) Gearing Factor: [●][Not Applicable]
- (m) Previous Coupon: [Applicable][Not Applicable] *(If not applicable, delete the remainder of this paragraph.)*
 [The Previous Coupon shall be calculated by reference to the Interest Period commencing on [●].]
 [In respect of the Interest Period commencing on [●], the Previous Coupon shall be [●] per cent.]
- (n) Day Count Fraction: [Actual/Actual][Actual/Actual-ISDA][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360][360/360][Bond Basis][30E/360][Eurobond Basis][30E/360 (ISDA)][Actual/Actual-ICMA]
- 21 CMS Linked Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Interest Period: [As specified in General Condition 1][●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Specified Period[s]: [●][Not Applicable]
- (d) Business Day Convention: [Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]
- (e) Applicable formula to be used for calculating Rate[s] of Interest: [CMS(1)][CMS(2)][CMS(3)][CMS(4)][CMS(5)][CMS(6)][CMS(7)][CMS(8)][CMS(9)][CMS(10)][CMS(11)][CMS(12)][CMS(13)][CMS(14)][CMS(15)][CMS(16)][CMS(17)][CMS(18)][CMS(19)][CMSRA(1)][CMSRA(2)][CMSRA(3)][CMSRA(4)][CMSRA(5)]
- (f) Party responsible for calculating the Rate[s] of Interest (if not the Fiscal Agent): [●][Not Applicable]
- (g) CMS Rate: [The mathematical [difference between][sum of]] *(specify Reference Rate(s)/Floating Rate Option(s))* determined in accordance with [ISDA Determination][Screen Rate Determination] as set out below:
(Repeat sub-paragraph (i) to (iii) below for each of CMS Rate₁, CMS Rate₂ or CMS Rate₃ where they apply)
- (i) ISDA Determination: [Applicable][Not Applicable] *(If not applicable, delete the sub-paragraphs (A) to (C) below.)*
- (A) Floating Rate Option[s]: [●]
- (B) Designated Maturity[y][ies]: [●]
- (C) Reset Date[s]: [First day of Interest Period][●]
- (ii) Screen Rate Determination: [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs (A) to (D) below.)*
- (A) Reference Rate[s]: [●] [month] [year] [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR][EONIA][STIBOR][EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap

	Rate][USD-ISDA-Swap Rate]
(B) Interest Determination Date[s]:	[As specified in General Condition 1][[●] Business Days prior to [the first day in each Interest Period][each Specified Interest Payment Date][●]]
(C) Relevant Screen Page[s]:	[●]
(D) Fallback Provisions:	As specified in General Condition [5(b)(iii)(B)(IV)(A)] [5(b)(iii)(B)(V)(A)][5(b)(iii)(B)(V)(B)][Not Applicable]
(iii) Linear Interpolation:	[Applicable][Not Applicable]
(h) Applicable Rate:	[Specify absolute value (If not applicable, delete sub-paragraphs (i) to (iii) below)][The mathematical [difference between][sum of]] (specify Reference Rate(s)/Floating Rate Option(s)) determined in accordance with [ISDA Determination][Screen Rate Determination] as set out below:
[(i) ISDA Determination:	[Applicable][Not Applicable] (If not applicable, delete the sub-paragraphs (A) to (C) below.)
(A) Floating Rate Option[s]:	[●]
(B) Designated Maturity[ies]:	[●]
(C) Reset Date[s]:	[First day of Interest Period][●]
(ii) Screen Rate Determination:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs (A) to (D) below.)
(A) Reference Rate[s]:	[●] [month] [year] [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR][EONIA][STIBOR]][EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate]
(B) Interest Determination Date[s]:	[As specified in General Condition 1][[●] Business Days prior to [the first day in each Interest Period][each Specified Interest Payment Date][●]]
(C) Relevant Screen Page[s]:	[●]
(D) Fallback Provisions:	As specified in General Condition [5(b)(iii)(B)(IV)(A)] [5(b)(iii)(B)(V)(A)][5(b)(iii)(B)(V)(B)][Not Applicable]
(iii) Linear Interpolation:	[Applicable][Not Applicable]
(i) Accrual Rate:	[●] per cent. [Specify Reference Rate and/or Floating Rate Option]
(j) Accrual Rate:	[●]
(k) Accrual Range:	[●]
(l) Gearing Factor:	[●][Not Applicable]
(m) Gearing Factor ₁ :	[●][Not Applicable]
(n) Gearing Factor ₂ :	[●][Not Applicable]
(o) Margin:	[●][Not Applicable]
(p) Margin ₁ :	[●][Not Applicable]

(q) Margin ₂ :	[●][Not Applicable]
(r) Margin ₃ :	[●][Not Applicable]
(s) Power:	[●][Not Applicable]
(t) Minimum Rate of Interest:	[●][Not Applicable]
(u) Minimum Rate of Interest ₁ :	[●][Not Applicable]
(v) Minimum Rate of Interest ₂ :	[●][Not Applicable]
(w) Maximum Rate of Interest:	[●][Not Applicable]
(x) Maximum Rate of Interest ₁ :	[●][Not Applicable]
(y) Maximum Rate of Interest ₂ :	[●][Not Applicable]
(z) Day Count Fraction:	[Actual/Actual][Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360][360/360][Bond Basis][30E/360][Eurobond Basis][30E/360 (ISDA)][Actual/Actual-ICMA]
(aa) Fixing Day:	[As specified in General Condition 1][●]
(bb) Rate Cut-off Date:	[●][Not Applicable]
(cc) Minimum CMS Rate of Interest:	[●][Not Applicable]
22 Range Accrual Notes:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)
(a) Interest Period:	[As specified in General Condition 1][●]
(b) Specified Interest Payment Date[s]:	[●]
(c) Specified Period[s]:	[●]
(d) Business Day Convention:	[Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]
(e) Applicable formula to be used for calculating the Rate[s] of Interest:	[RAN(1)][RAN(2)][RAN(3)][RAN(4)][RAN(5)]
(f) Party responsible for calculating the Rate[s] of Interest (if not the Calculation Agent):	[●][Not Applicable]
(g) Applicable Rate[s]:	[Specify absolute value (If applicable, delete sub-paragraphs (i) to (iii) below)][The mathematical [difference between][sum of]] (specify Reference Rate(s)/Floating Rate Option(s)) determined in accordance with [ISDA Determination][Screen Rate Determination] as set out below:
[(i) ISDA Determination:	[Applicable][Not Applicable] (If not applicable, delete the sub-paragraphs (A) to (C) below.)
(A) Floating Rate Option[s]:	[●]
(B) Designated Maturity[y][ies]:	[●]
(C) Reset Date[s]:	[First day of Interest Period][●]

(ii) Screen Rate Determination:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs (A) to (D) below.)</i>
(A) Reference Rate[s]:	[●] [month] [year] [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR][EONIA][STIBOR][EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate]
(B) Interest Determination Date[s]:	[As specified in General Condition 1][[●] Business Days prior to [the first day in each Interest Period][each Specified Interest Payment Date][●]]
(C) Relevant Screen Page[s]:	[●]
(D) Fallback Provisions:	As specified in General Condition [5(b)(iii)(B)(IV)(A)][5(b)(iii)(B)(V)(A)][5(b)(iii)(B)(V)(B)][Not Applicable]
(iii) Linear Interpolation:	[Applicable][Not Applicable]
(h) Accrual Range:	[●]
(i) Accrual Rate:	[●]
(j) Fixing Day:	[As specified in General Condition 1][●]
(k) Rate Cut-off Date:	[As specified in General Condition 1][●]
(l) Gearing Factor:	[●][Not Applicable]
(m) Margin:	[●][Not Applicable]
(n) Minimum Rate of Interest:	[●][Not Applicable]
(o) Maximum Rate of Interest:	[●][Not Applicable]
(p) Day Count Fraction:	[Actual/Actual][Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360][360/360][Bond Basis][30E/360][Eurobond Basis][30E/360 (ISDA)][Actual/Actual-ICMA]
23 Variable Rate Notes:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i>
(a) Variation Notice:	[Applicable][Not Applicable]
[(i) Minimum notice period if other than 5 Business Days:	[●] <i>(Delete if inapplicable)</i>
(b) Variation Date[s]:	[●]
(c) Initial Rate of Interest:	The [Fixed Interest Rate][Floating Interest Rate][Inverse Floating Interest Rate][CMS Linked Interest Rate][Range Accrual Interest Rate][Zero Coupon Interest Rate] specified below: <i>(Replicate details in paragraph 17, 18, 19, 20, 21 or 22, as applicable.)</i>
(d) Varied Rate[s] of Interest:	The [Fixed Interest Rate][Floating Interest Rate][Inverse Floating Interest Rate][CMS Linked Interest Rate][Range Accrual Interest Rate][Zero Coupon Interest Rate] specified below:

(Replicate details in paragraphs 17, 18, 19, 20, 21 or 22, as applicable, specifying which Variation Date to which the Varied Rate of Interest relates.)

24 Ratchet Notes:

[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Floating Interest Rate:
 - (i) Manner in which Rate(s) of Interest is/are to be determined: [Screen Rate Determination][ISDA Determination]
 - (ii) ISDA Determination: [Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (A) Floating Rate Option[s]: [●]
 - (B) Designated Maturity[ies]: [●]
 - (C) Reset Date[s]: [First day of Interest Period][●]
 - (iii) Screen Rate Determination: [Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (A) Reference Rate[s]: [●] [month] [year] [LIBOR][LIBID][LIMEAN][GBP-ISDA-Swap Rate][EURIBOR][EONIA][STIBOR]][[EUR-ISDA-EURIBOR-Swap Rate][JPY-ISDA-Swap Rate][USD-ISDA-Swap Rate]
 - (B) Interest Determination Date[s]: [●][TARGET] Business Days for [specify currency] prior to [the first day in [each Interest Period][each Specified Interest Payment Date]]
 - (C) Relevant Screen Page[s]: [●]
- (d) PrevCpn in respect of First Interest Period: [●]
- (e) Gearing Factor₁: [●]
- (f) Gearing Factor₂: [●]
- (g) Margin: [●]
- (h) Margin₁: [●]
- (i) Margin₂: [●]

Contingent Coupon Notes

(In addition, complete relevant section in the “Provisions relating to the Underlying” section below.)

25 Conditional Coupon with No Memory – Single Underlying:

[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]

- 26 **Conditional Coupon with No Memory – Worst Performer:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 27 **Conditional Coupon with Memory – Single Underlying:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 28 **Conditional Coupon with Memory – Worst Performer:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 29 **Range Accrual – Single Underlying:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Period: [Inc/Inc][Inc/Exc][Exc/Inc][Exc/Exc]
- (i) Coupon Observation Period Start Date[s]: [●]
- (ii) Coupon Observation Period End Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 30 **Range Accrual – Worst Performer:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Period: [Inc/Inc][Inc/Exc][Exc/Inc][Exc/Exc]
- (i) Coupon Observation Period Start Date[s]: [●]
- (ii) Coupon Observation Period End Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- 31 **Bonus Recovery – Single Underlying:** [Applicable][Not Applicable] *(If not applicable, delete the*

remaining sub-paragraphs of this paragraph.)

- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- (e) Coupon Observation Value: [Reference Value][Averaging] *(Delete sub-paragraph below if Averaging is not applicable.)*
- [(i) Coupon Averaging Dates: [●]]
- 32 Bonus Recovery – Worst Performer:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Coupon Observation Date[s]: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Coupon Trigger: [●] per cent. of Initial Value
- (d) Rate: [●]
- (e) Coupon Observation Value: [Reference Value][Averaging] *(Delete sub-paragraphs below if Averaging is not applicable)*
- [(i) Coupon Averaging Dates: [●]]
- 33 Year-on-Year Inflation Linked Interest:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Applicable Formula: [Cap][Floor][Cap and Floor][Not Applicable]
- (b) Coupon Observation Date[s]: [●]
- (c) Specified Interest Payment Date[s]: [●]
- (d) Gearing Factor: [●]
- (e) Margin: [●]
- (f) Coupon Cap: [●][Not Applicable]
- (g) Coupon Floor: [●][Not Applicable]
- (Specify terms specific to the Inflation Index in the “Provisions relating to the Underlying” section below.)*
- 34 Other Periodic Inflation Linked Interest:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Applicable Formula: [Cap][Floor][Cap and Floor][Not Applicable]
- (b) Coupon Observation Date[s]: [●]
- (c) Specified Interest Payment Date[s]: [●]
- (d) Rate: [●]
- (e) Coupon Cap: [●][Not Applicable]
- (f) Coupon Floor: [●][Not Applicable]
- (Specify terms specific to the Inflation Index in the “Provisions relating to the Underlying” section below.)*
- 35 Digital Interest:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*

- (a) Applicable Formula: [Equal to or less than][Equal to or greater than][Within a range]
- (b) Coupon Observation Date[s]: [●]
- (c) Specified Interest Payment Date[s]: [●]
- (d) Coupon Trigger: [[●] per cent. of Initial Value][Not Applicable]
- (e) Coupon Trigger₁: [[●] per cent. of Initial Value][Not Applicable]
- (f) Coupon Trigger₂: [[●] per cent. of Initial Value][Not Applicable]
- (g) Rate₁: [●][Not Applicable]
- (h) Rate₂: [●][Not Applicable]
- 36 **FX Linked Interest:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) FX Determination Date: [●]
- (b) Specified Interest Payment Date[s]: [●]
- (c) Applicable Formula: [FX₁][FX₂]
- (d) Rate₁: [●]
- (e) Rate₂: [●]
- (f) FX₀: [●]
- (g) Relevant Time: [●]
- (h) Relevant Screen Page: [●]
- (Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)*
- 37 **FX Range Interest:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Observation Period: [As specified in General Condition 5(i)(ix)][●]
- (b) Maximum Current Rate: [●]
- (c) Minimum Currency Rate: [●]
- (d) Specified Interest Payment Date(s): [●]
- (e) Rate₁: [●]
- (f) Rate₂: [●]
- (Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)*
- 38 **Dual Currency Interest:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- Details in relation to how Dual Currency Interest is calculated: [●]

(Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)

PROVISIONS RELATING TO THE REDEMPTION BASIS

Automatic Early Redemption

- 39 **Autocall – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) i **Automatic Early Redemption Observation Date:** **Automatic Early Redemption Trigger:**
- | | | |
|---|-----|-----|
| 1 | [●] | [●] |
| 2 | [●] | [●] |
| 3 | [●] | [●] |
- (Repeat as necessary for additional dates/triggers.)*
- (b) Automatic Early Redemption Date[s]: [As specified in General Condition 1][Each Interest Payment Date (except the Maturity Date)][●]
- (c) Automatic Early Redemption Value: [●] per cent.
- 40 **Autocall – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) i **Automatic Early Redemption Observation Date:** **Automatic Early Redemption Trigger:**
- | | | |
|---|-----|-----|
| 1 | [●] | [●] |
| 2 | [●] | [●] |
| 3 | [●] | [●] |
- (Repeat as necessary for additional dates/triggers.)*
- (b) Automatic Early Redemption Date[s]: [As specified in General Condition 1][Each Specified Interest Payment Date (except the Maturity Date)][●]
- (c) Automatic Early Redemption Value: [●] per cent
- 41 **Autocall – (Individual Call) – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Equal to or less than: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (i) i **Automatic Early Redemption Observation Date:** **Automatic Early Redemption Trigger:**
- | | | |
|---|-----|-----|
| 1 | [●] | [●] |
| 2 | [●] | [●] |
| 3 | [●] | [●] |
- (Repeat as necessary for additional dates/triggers.)*
- (iii) Automatic Early Redemption Date[s]: [As specified in General Condition 1][Each Specified Interest Payment Date (except the Maturity Date)][●]
- (iii) Automatic Early Redemption Value: [●] per cent.
- (b) Equal to or greater than: [Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- | | | | |
|-----|---|---|--|
| (i) | i | Automatic Early Redemption Observation Date: | Automatic Early Redemption Trigger: |
| | 1 | [●] | [●] |
| | 2 | [●] | [●] |
| | 3 | [●] | [●] |

(Repeat as necessary for additional dates/triggers.)

- | | | |
|------|-------------------------------------|---|
| (ii) | Automatic Early Redemption Date[s]: | [As specified in General Condition 1][Each Specified Interest Payment Date (except the Maturity Date)][●] |
|------|-------------------------------------|---|

- | | | |
|-------|-----------------------------------|---------------|
| (iii) | Automatic Early Redemption Value: | [●] per cent. |
|-------|-----------------------------------|---------------|

- | | | |
|-----|-----------------|------------------------------|
| (c) | Within a range: | [Applicable][Not Applicable] |
|-----|-----------------|------------------------------|

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- | | | | | |
|-----|---|---|--|--|
| (i) | i | Automatic Early Redemption Observation Date: | Automatic Early Redemption Trigger₁: | Automatic Early Redemption Trigger₂: |
| | 1 | [●] | [●] | [●] |
| | 2 | [●] | [●] | [●] |
| | 3 | [●] | [●] | [●] |

(Repeat as necessary for additional dates/triggers.)

- | | | |
|------|-------------------------------------|---|
| (ii) | Automatic Early Redemption Date[s]: | [As specified in General Condition 1][Each Specified Interest Payment Date (except the Maturity Date)][●] |
|------|-------------------------------------|---|

- | | | |
|-------|-----------------------------------|---------------|
| (iii) | Automatic Early Redemption Value: | [●] per cent. |
|-------|-----------------------------------|---------------|

- | | | |
|----|--|------------------------------|
| 42 | Autocall – (Individual Call) – Worst Performer: | [Applicable][Not Applicable] |
|----|--|------------------------------|

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- | | | |
|-----|------------------------|------------------------------|
| (a) | Equal to or less than: | [Applicable][Not Applicable] |
|-----|------------------------|------------------------------|

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- | | | | |
|-----|---|---|--|
| (i) | i | Automatic Early Redemption Observation Date: | Automatic Early Redemption Trigger: |
| | 1 | [●] | [●] |
| | 2 | [●] | [●] |
| | 3 | [●] | [●] |

(Repeat as necessary for additional dates/triggers.)

- | | | |
|------|-------------------------------------|---|
| (ii) | Automatic Early Redemption Date[s]: | [As specified in General Condition 1][Each Specified Interest Payment Date (except the Maturity Date)][●] |
|------|-------------------------------------|---|

- (iii) Automatic Early Redemption Value: [●] per cent. of the Initial Value
- (b) Equal to or greater than: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (i) Automatic Early Redemption Observation Date[s]: [●]
- (ii) Automatic Early Redemption Value: [●] per cent
- (c) Within a range: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- | | | | | |
|-----|---|---|--|--|
| (i) | i | Automatic Early Redemption Observation Date: | Automatic Early Redemption Trigger₁: | Automatic Early Redemption Trigger₂: |
| | 1 | [●] | [●] | [●] |
| | 2 | [●] | [●] | [●] |
| | 3 | [●] | [●] | [●] |
- (Repeat as necessary for additional dates/triggers.)
- (ii) Number of Business Days for Automatic Early Redemption Date: [As specified in General Condition 1][●]
- (iii) Automatic Early Redemption Value: [●] per cent.
- 43 Redemption for Taxation Reasons:**
- (a) Period of redemption: [On any Interest Payment Date][At any time]
- (b) Notice period: [30 days][●]
- (c) Early Redemption Amount: [●][adjusted to account for Early Redemption Unwind Costs.
- (i) Early Redemption Unwind Costs: [Standard Early Redemption Unwind Costs][●]]
- Other redemption prior to maturity**
- 44 Call Option:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Optional Redemption Date[s]: [●]
- (b) Optional Redemption Amount[s]: [[●] per Calculation Amount][Early Redemption Amount of [●][adjusted to account for Early Redemption Unwind Costs.
- (i) Early Redemption Unwind Costs: [Standard Early Redemption Unwind Costs][●]]]

- (c) If redeemable in part: [●]
- (i) Minimum Redemption Amount: [●]
- (ii) Maximum Redemption Amount: [●]
- (d) Notice period: [The Issuer shall give notice of its intention to redeem the Notes not less than [15] nor more than [30] days prior to the relevant Optional Redemption Date.]
- 45 Put Option:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Optional Redemption Date[s]: [●]
- (b) Optional Redemption Amount[s]: [[●] per Calculation Amount][Early Redemption Amount of [●][adjusted to account for Early Redemption Unwind Costs.
- (i) Early Redemption Unwind Costs: [Standard Early Redemption Unwind Costs][●][
- (c) Notice period: [The holder shall give notice of its intention to redeem the Notes not less than [15] nor more than [30] days prior to the relevant Optional Redemption Date.]
- 46 Redemption for Illegality or due to an Event of Default:**
- (a) Early Redemption Amount: [●][adjusted to account for Early Redemption Unwind Costs.
- (i) Early Redemption Unwind Costs: [Standard Early Redemption Unwind Costs][●][
- Final Redemption**
- 47 Redemption at Par:** [Applicable][Not Applicable]
- 48 Redemption at Discount/Premium:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Factor: [●] per cent.
- 49 Dual Currency Redemption:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Applicable Formula: [Equal to or greater than][Equal to or less than][Greater than][Less than]
- (b) Initial Exchange Rate: [●]
- (c) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- (i) Final Redemption Observation Date: [●] *(Include for Reference Value)*
- (i) Final Averaging Dates: [●] *(Include for Averaging)*

- [(i) Lookback Period Start Date: [●]
- (ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- (d) Second Currency: [●]
- (e) Trigger: [●]

(Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)

(Where the Final Redemption Amount is anything other than “Redemption at Par”, “Redemption at Discount/Premium” or “Dual Currency Redemption”, it is also necessary to (a) select Cash Settlement Amount(s) or Asset Amount(s) and (b) complete relevant section in the “Provisions relating to the Underlying” section below.)

- 50 **Standard Redemption – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
 - [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
 - [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
 - [(i) Lookback Period Start Date: [●]
 - (ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- 51 **Standard Redemption – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable below.)*
 - [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
 - [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
 - [(i) Lookback Period Start Date: [●]
 - (ii) Lookback Period End Date: [●]] *(Include for Lookback)*
 - (b) Strike Value: [●]
- 52 **Standard Redemption – Basket:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Basket Strike : [●] per cent. of Basket Initial
 - (b) Basket Initial : [●]
 - (c) Final Valueⁱ: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
 - [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
 - [(i) Final Averaging Dates: [●]] *(Include for Averaging)*

- [(i) Lookback Period Start Date: [●]
- (ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- 53 **Barrier Redemption – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
- [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
- [(i) Lookback Period Start Date: [●]
- (ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- (b) Strike Value: [●]
- (c) Barrier: [●]
- 54 **Barrier Redemption – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
- [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
- [(i) Lookback Period Start Date: [●]
- (ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- (b) Strike Value: [●]
- (c) Barrier: [●]
- 55 **Continuous Barrier Redemption – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
- [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
- [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
- [(i) Lookback Period Start Date: [●]
- (ii) Lookback Period End Date: [●]] *(Include for Lookback)*
- (b) Strike Value: [●]
- (c) Barrier: [●][Not Applicable]
- (d) Barrier Breach Event: [Barrier Breach Event (Observation Period Intra-Day)][Barrier Breach Event (Observation Period

	Closing)][Barrier Breach Event (Reference Business Day Closing)]
(i) Barrier Breach Event (Observation Period Closing):	[Less than][Equal to or less than][Equal to or greater than][Greater than]
(ii) Barrier Breach Event (Observation Period Intraday):	[Less than][Equal to or less than][Equal to or greater than][Greater than]
(iii) Barrier Breach Event (Reference Business Day Closing):	[Less than][Equal to or less than][Equal to or greater than][Greater than]
(e) Barrier Observation Period:	[Inc/Inc][Inc/Exc][Exc/Inc][Exc/Exc]
(i) Barrier Observation Period Start Date:	[●]
(ii) Barrier Observation Period End Date:	[●]
56 Continuous Barrier Redemption – Worst Performer:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph.)
(a) Final Value:	[Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
[(i) Final Redemption Observation Date:	[●]] (Include for Reference Value)
[(i) Final Averaging Dates:	[●]] (Include for Averaging)
[(i) Lookback Period Start Date:	[●]
(ii) Lookback Period End Date:	[●]] (Include for Lookback)
(b) Strike Value:	[●]
(c) Barrier:	[●][Not Applicable]
(d) Barrier Breach Event:	[Barrier Breach Event (Observation Period Intra-Day)][Barrier Breach Event (Observation Period Closing)][Barrier Breach Event (Reference Business Day Closing)]
(i) Barrier Breach Event (Observation Period Closing):	[Less than][Equal to or less than][Equal to or greater than][Greater than]
(ii) Barrier Breach Event (Observation Period Intraday):	[Less than][Equal to or less than][Equal to or greater than][Greater than]
(iii) Barrier Breach Event (Reference Business Day Closing):	[Less than][Equal to or less than][Equal to or greater than][Greater than]
(e) Barrier Observation Period:	[Inc/Inc][Inc/Exc][Exc/Inc][Exc/Exc]
(i) Barrier Observation Period Start Date:	[●][Not Applicable]
(ii) Barrier Observation Period End Date:	[●][Not Applicable]

PROVISIONS RELATING TO THE SETTLEMENT BASIS

- 57 **Settlement Basis:** [Cash Settlement][Physical Delivery]
- 58 **Variation of settlement under General Condition 9(d)(iv):** [Applicable][Not Applicable]
- [First (delete if not applicable)] Cash Settlement Amount**
- 59 **Redemption at Par:** [Applicable][Not Applicable]
- 60 **Redemption at Discount/Premium:** [Applicable][Not Applicable]
- (a) Factor: [•]
- 61 **Performance – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
- [(i) Final Redemption Observation Date: [•]] (Include for Reference Value)
- [(i) Final Averaging Dates: [•]] (Include for Averaging)
- [(i) Lookback Period Start Date: [•]]
- [(ii) Lookback Period End Date: [•]] (Include for Lookback)
- (b) Strike Value: [•]
- 62 **Performance – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
- [(i) Final Redemption Observation Date: [•]] (Include for Reference Value)
- [(i) Final Averaging Dates: [•]] (Include for Averaging)
- [(i) Lookback Period Start Date: [•]]
- [(ii) Lookback Period End Date: [•]] (Include for Lookback)
- (b) Strike Value: [•]
- 63 **Performance – Basket:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Basket Initial: [•]
- 64 **Gearing– Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
- [(i) Final Redemption Observation Date: [•]] (Include for Reference Value)

- Date:
- [(i) Final Averaging Dates: [•]] (Include for Averaging)
- [(i) Lookback Period Start Date: [•]]
- (ii) Lookback Period End Date: [•]] (Include for Lookback)
- (b) Gearing Factor: [•]
- (c) Percentage Rate₁: [•]
- (d) Percentage Rate₂: [•]
- 65 Gearing– Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
- [(i) Final Redemption Observation Date: [•]] (Include for Reference Value)
- [(i) Final Averaging Dates: [•]] (Include for Averaging)
- [(i) Lookback Period Start Date: [•]]
- (ii) Lookback Period End Date: [•]] (Include for Lookback)
- (b) Gearing Factor: [•]
- (c) Percentage Rate₁: [•]
- (d) Percentage Rate₂: [•]
- 66 Gearing with Cap – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
- [(i) Final Redemption Observation Date: [•]] (Include for Reference Value)
- [(i) Final Averaging Dates: [•]] (Include for Averaging)
- [(i) Lookback Period Start Date: [•]]
- (ii) Lookback Period End Date: [•]] (Include for Lookback)
- (b) Cap: [•]
- (c) Gearing Factor: [•]
- (d) Subtrahend: [•]
- 67 Gearing with Cap – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Final Value: [Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
- [(i) Final Redemption Observation Date: [•]] (Include for Reference Value)

- [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
 [(i) Lookback Period Start Date: [●]]
 [(ii) Lookback Period End Date: [●]] *(Include for Lookback)*
 (b) Cap: [●]
 (c) Gearing Factor: [●]
 (d) Subtrahend: [●]
- 68 **Gearing with Cap and/or Floor – Single Underlying:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
 (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
 [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
 [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
 [(i) Lookback Period Start Date: [●]]
 [(ii) Lookback Period End Date: [●]] *(Include for Lookback)*
 (b) Cap: [●]
 (c) Floor: [●] per cent.
 (d) Subtrahend: [●]
- 69 **Gearing with Cap and/or Floor – Worst Performer:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
 (a) Final Value: [Reference Value][Averaging][Lookback] *(Delete sub-paragraphs below where inapplicable.)*
 [(i) Final Redemption Observation Date: [●]] *(Include for Reference Value)*
 [(i) Final Averaging Dates: [●]] *(Include for Averaging)*
 [(i) Lookback Period Start Date: [●]]
 [(ii) Lookback Period End Date: [●]] *(Include for Lookback)*
 (b) Cap: [●]
 (c) Floor: [●] per cent.
 (d) Subtrahend: [●]
- 70 **Inflation Index Linked Redemption:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
 (a) Maximum Redemption Amount: [●]
 (b) Minimum Redemption Amount: [●]
- (Specify terms specific to the Inflation Index in the “Provisions relating to the Underlying” section below.)*
- 71 **FX Performance Linked Redemption –** [Applicable][Not Applicable]

Single Underlying: (If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) Call: [Applicable][Not Applicable]
- (b) Put: [Applicable][Not Applicable]
- (c) Gearing Factor: [●]
- (d) Strike Rate: [●]

(Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)

72 FX Performance Linked Redemption – Basket: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) [Call: [Applicable][Not Applicable]]
- (b) [Put: [Applicable][Not Applicable]]
- (c) Strike Value: [●]

(Specify terms specific to the FX Rate in the “Provisions relating to the Underlying” section below.)

[Second Cash Settlement Amount] (If a Second Cash Settlement Amount is applicable, replicate details in paragraph 57 to 71, as applicable, below. If a Second Cash Settlement Amount is not applicable, delete this heading.)

Asset Amount

73 Asset Amount: [Single Underlying][Worst Performer][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) Exchange Rate: [Applicable][Not Applicable]
- (b) Final Value: [Reference Value][Averaging][Lookback] (Delete sub-paragraphs below where inapplicable.)
 - [(i) Final Redemption Observation Date: [●]] (Include for Reference Value)
 - [(i) Final Averaging Dates: [●]] (Include for Averaging)
 - [(i) Lookback Period Start Date: [●]]
 - [(ii) Lookback Period End Date: [●]] (Include for Lookback)
- (c) Strike Value: [●]

PROVISIONS RELATING TO THE UNDERLYING

74 Commodity Linked Notes: [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) **Single Commodity:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
 - (i) Commodity: [●]
 - (ii) Commodity Reference Price: [Specified Price: [The high price][The low price][The average of the

		high price and the low price][The closing price][The opening price][The bid price][The asked price][The average of the bid price and the asked price][The settlement price][The official settlement price][The official price][The morning fixing][The afternoon fixing][The spot price]
	Commodity Unit:	[•]
	Relevant Currency:	[•]
	Delivery Date:	[•][•] Nearby Month][Not Applicable] (Select “Not Applicable” for a spot rate)
	Price Source:	[•]]
	[Commodity Reference Dealers	
	Bullion Reference Dealers:	[As specified in Commodity Condition 2(a)][•]]
	(Only applicable where the Commodity is Bullion and the Commodity Reference Price does not use the Commodity Reference Price Framework.)	
(iii) Initial Value:	[Reference Value][Specified Value][Averaging][Lookback][, being [•].] (Delete sub-paragraphs below where inapplicable.)	
	[(A) Initial Observation Date:	[•]] (Include for Reference Value)
	[(A) Initial Averaging Dates:	[•]] (Include for Averaging)
	[(A) Lookback Period Start Date:	[•]
	(B) Lookback Period End Date:	[•]] (Include for Lookback)
(b) Basket of Commodities:	[Applicable][Not Applicable]	
	(If not applicable, delete the remaining sub-paragraphs of this paragraph.)	
(i) i Commodity _i :	Weighting _i :	Initial Value _i :
1 [•] (Specify or select from Commodity Condition 1(b))	[•] per cent.	[Reference Value][Specified Value][Averaging]

- | | | |
|---|--|--|
| | | [Lookback][, being [●].] |
| 2 | [●] (<i>Specify or select from Commodity Condition 1(b)</i>) | [●] per cent.
[Reference Value][Specified Value][Averaging]
[Lookback][, being [●].] |
| 3 | [●] (<i>Specify or select from Commodity Condition 1(b)</i>) | [●] per cent.
[Reference Value][Specified Value][Averaging]
[Lookback][, being [●].] |
- (Repeat as necessary for additional Commodities.)*
- [(A) Initial Observation Date: [●]] (*Include for Reference Value*)
- [(A) Initial Averaging Dates: [●]] (*Include for Averaging*)
- [(A) Lookback Period Start Date: [●]]
- [(B) Lookback Period End Date: [●]] (*Include for Lookback*)
- (ii) Commodity Reference Price for Commodity₁: [Specified Price: [The high price][The low price][The average of the high price and the low price][The closing price][The opening price][The bid price][The asked price][The average of the bid price and the asked price][The settlement price][The official settlement price][The official price][The morning fixing][The afternoon fixing][The spot price][●]]
- Commodity Unit: [●]
- Relevant Currency: [●]
- Delivery Date: [●][[●] Nearby Month]
[Not Applicable] (*Select not applicable for a spot rate.*)
- Price Source: [●]
- [Commodity Reference Dealers]
- Bullion Reference Dealers: [As specified in Commodity Condition 2(a)][●]

(Only applicable where the Commodity is Bullion and the

Commodity Reference Price does not use the Commodity Reference Price Framework.)

- (iii) Commodity Reference Price for Commodity₂:
- [Specified Price: [The high price][The low price][The average of the high price and the low price][The closing price][The opening price][The bid price][the asked price][The average of the bid price and the asked price][The settlement price][The official settlement price][The official price][The morning fixing][The afternoon fixing][The spot price][●]
- Commodity Unit: [●]
- Relevant Currency: [●]
- Delivery Date: [●][[●] Nearby Month][Not Applicable] (*Select not applicable for a spot rate*)
- [Commodity Reference Dealers
- Bullion Reference Dealers: [As specified in Commodity Condition 2(a)][●]
- (Only applicable where the Commodity is Bullion and the Commodity Reference Price does not use the Commodity Reference Price Framework.)*

- (iv) Commodity Reference Price for Commodity₃:
- [Specified Price: [The high price][The low price][The average of the high price and the low price][The closing price][The opening price][The bid price][the asked price][The average of the bid price and the asked price][The settlement price][The official settlement price][The official price][The morning fixing][The afternoon

	fixing][The spot price][●]
Commodity Unit:	[●]
Relevant Currency:	[●]
Delivery Date:	[●][[●] Nearby Month] [Not Applicable] (<i>Select not applicable for a spot rate</i>)
Price Source:	[●]
[Commodity Reference Dealers]	
Bullion Reference Dealers:	[As specified in Commodity Condition 2(a)][●]
<i>(Only applicable where the Commodity is Bullion and the Commodity Reference Price does not use the Commodity Reference Price Framework.)</i>	
<i>(Repeat as necessary for each additional Commodity.)</i>	
(c) Disrupted Day:	[Applicable][Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph. Note that Disrupted Day should be specified as applicable if averaging applies.</i>)
[Adjustments for Averaging Dates:	
(i) Omission:	[Applicable][Not Applicable]
(ii) Postponement:	[Applicable][Not Applicable]
(iii) Modified Postponement:	[Applicable][Not Applicable]] (<i>Include if averaging applies.</i>)
(d) Additional Disruption Events:	[Change in Law][Hedging Disruption][Increased Cost of Hedging][Not Applicable]
(e) Maximum Days of Disruption:	[As specified in Commodity Condition 2(a)][●]
(f) Disruption Fallback:	1. [Fallback Reference Dealers] [2.] [Fallback Reference Price] [3.] [Postponement] [4.] [Calculation Agent Determination] [5.] [Delayed Publication or Announcement] (<i>Delete inapplicable.</i>)
(i) Default Disruption Fallback:	[Applicable][Not Applicable] (<i>If not applicable, re-order the Disruption Fallbacks above to indicate order in which they shall apply.</i>)
[(ii) Alternative Reference Value for Fallback Reference Price:	[●] (<i>Delete if Fallback Reference Price is not specified above.</i>)
(g) Price Materiality Percentage	[●][Not Applicable]

75 Commodity Index Linked Notes:

[Applicable][Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph.)***(a) Single Commodity Index:**

[Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

(i) Commodity Index:

[•]

(ii) Index Sponsor:

[•]

(iii) Index Exchange:

[•]

(iv) Related Exchange:

[•][All Exchanges]

(v) Initial Value:

[Reference Value][Specified Value][Averaging][Lookback][, being [•].]

[(A) Initial Observation Date:

[•]] *(Include where Reference Value selected for Initial Value)*

[(A) Initial Averaging Dates:

[•]] *(Include where Averaging selected for Initial Value)*

[(A) Lookback Period Start Date:

[•]

(B) Lookback Period End Date:

[•]] *(Include where Lookback selected for Initial Value)*

(vii) Observation Time:

[Scheduled Closing Time][•]

(b) Basket of Commodity Indices:

[Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

i	Commodity Index _i :	Weighting _i :	Index Sponsor _i :	Observation Time _i :
1	[•]	[•]	[•]	[•][Not Applicable]
2	[•]	[•]	[•]	[•][Not Applicable]
3	[•]	[•]	[•]	[•][Not Applicable]
i	Index Exchange _i :	Related Exchange _i :	Multi-Exchange Index _i :	Initial Value _i :
1	[•]	[•]	[Applicable][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [•].]
	[(i) Initial Observation Date:		[•]]	<i>(Include for Reference Value)</i>
	[(i) Initial Averaging Dates:		[•]]	<i>(Include for Averaging)</i>
	[(i) Lookback Period Start Date:		[•]	
	[(ii) Lookback Period End Date:		[•]]	<i>(Include for Lookback)</i>
2	[•]	[•]	[Applicable][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [•].]
	[(i) Initial Observation Date:		[•]]	<i>(Include for Reference Value)</i>
	[(i) Initial Averaging Dates:		[•]]	<i>(Include for Averaging)</i>

	[(i) Lookback Period Start Date:	[●]	
	(ii) Lookback Period End Date:	[●]] (Include for Lookback)	
3	[●]	[●]	[Applicable][Not Applicable] [Reference Value][Specified Value][Averaging][Lookback][, being [●].]
	[(i) Initial Observation Date:	[●]] (Include for Reference Value)	
	[(i) Initial Averaging Dates:	[●]] (Include for Averaging)	
	[(i) Lookback Period Start Date:	[●]	
	(ii) Lookback Period End Date:	[●]] (Include for Lookback)	
	(Repeat as necessary for each additional Commodity Index.)		
(c)	Disrupted Day:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph. Note that Disrupted Day should be specified as applicable if averaging applies.)	
	[Adjustments for Averaging Dates:		
	(i) Omission:	[Applicable][Not Applicable]	
	(ii) Postponement:	[Applicable][Not Applicable]	
	(iii) Modified Postponement:	[Applicable][Not Applicable]] (Include if averaging applies.)	
(d)	Additional Disruption Events:	[Change in Law][Hedging Disruption][Increased Cost of Hedging][Not Applicable]	
76	Equity Linked Notes:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)	
(a)	Single Equity:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)	
	(i) Equity:	[●]	
	(ii) Exchange:	[●]	
	(iii) Related Exchange:	[●][All Exchanges]	
	(iv) Reference Value:	[Opening][Closing][Specified Time]	
	[(i) Specified Time:	[●]]	
	(v) Initial Value:	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]	
	[(A) Initial Observation Date:	[●]] (Include where Reference Value selected for Initial Value)	
	[(A) Initial Averaging Dates:	[●]] (Include where Averaging selected for Initial Value)	
	[(A) Lookback Period Start Date:	[●]	
	(B) Lookback Period End Date:	[●]] (Include where Lookback selected for Initial Value)	

- (vi) Observation Time: [•][Scheduled Closing Time]
- (b) **Basket of Equities:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- i **Equity_i:** **Weighting_i:** **Observation Time_i:**
- 1 [•] [•] [•][Not Applicable]
- 2 [•] [•] [•][Not Applicable]
- 3 [•] [•] [•][Not Applicable]
- i **Index Exchange_i:** **Related Exchange_i:** **Reference Value_i:** **Initial Value_i:**
- 1 [•] [•][All Exchanges] [Opening][Closing][Specified Time] [Reference Value][Specified Value][Averaging][Lookback][, being [•].]
- [(i) Initial Observation Date: [•]] *(Include where Reference Value is selected for Initial Value)*
- [(i) Initial Averaging Dates: [•]] *(Include where Averaging is selected for Initial Value)*
- [(i) Lookback Period Start Date: [•]]
- [(ii) Lookback Period End Date: [•]] *(Include where Lookback is selected for Initial Value)*
- 2 [•] [•][All Exchanges] [Opening][Closing][Specified Time] [Reference Value][Specified Value][Averaging][Lookback][, being [•].]
- [(i) Initial Observation Date: [•]] *(Include where Reference Value is selected for Initial Value)*
- [(i) Initial Averaging Dates: [•]] *(Include where Averaging is selected for Initial Value)*
- [(i) Lookback Period Start Date: [•]]
- [(ii) Lookback Period End Date: [•]] *(Include where Lookback is selected for Initial Value)*
- 3 [•] [•][All Exchanges] [Opening][Closing][Specified Time] [Reference Value][Specified Value][Averaging][Lookback][, being [•].]
- [(i) Initial Observation Date: [•]] *(Include where Reference Value is selected for Initial Value)*
- [(i) Initial Averaging Dates: [•]] *(Include where Averaging is selected for Initial Value)*
- [(i) Lookback Period Start Date: [•]]
- [(ii) Lookback Period End Date: [•]] *(Include where Lookback is selected for Initial Value)*

(Repeat as necessary for each additional Equity.)

- (c) **ADR/GDR:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Underlying Equity: [●]
- (ii) Partial Lookthrough Depositary Receipt Provisions: [Equity][Equity Issuer][successor Equity Issuer] [Not Applicable]
- (iii) Full Lookthrough Depositary Receipt Provisions: [Equity][Equity Issuer][successor Equity Issuer] [Not Applicable]
- (d) **Exchange Traded Notes:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (i) ETN Early Redemption Amount: [Applicable][Not Applicable]
- (ii) ETN Event of Default: [Applicable][Not Applicable]
- (e) **Disrupted Day:** [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph. Note that Disrupted Day should be specified as applicable if averaging applies.)*
- [Adjustments for Averaging Dates:
- (i) Omission: [Applicable][Not Applicable]
- (ii) Postponement: [Applicable][Not Applicable]
- (iii) Modified Postponement: [Applicable][Not Applicable]] *(Include if averaging applies.)*
- (f) **Additional Disruption Events:** [Change in Law][Hedging Disruption][Increased Cost of Hedging][Insolvency Filing][Not Applicable]
- 77 **Equity Index Linked Notes:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) **Single Equity Index:** [Applicable][Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (i) Equity Index: [●]
- (ii) Index Sponsor: [●]
- (iii) Exchange: [●][Multi-Exchange Equity Index]
(N.B. Multi-Exchange Equity Index should apply to any Equity Index in respect of which there is more than one Exchange, e.g. a EURO STOXX index.)
- (iv) Related Exchange: [●]
- (v) Reference Value: [Opening][Closing][Specified Time]
- [(i) Specified Time: [●]]
- (vi) Initial Value: [Reference Value][Specified Value][Averaging]
[Lookback][, being [●].]
- [(A) Initial Observation Date: [●]] *(Include where Reference Value selected for Initial*

Value)

[(A) Initial Averaging Dates: [•]] (Include where Averaging selected for Initial Value)

[(A) Lookback Period Start Date: [•]]

(B) Lookback Period End Date: [•]] (Include where Lookback selected for Initial Value)

(vii) Observation Time: [Scheduled Closing Time][•][Not Applicable]

(b) **Basket of Equity Indices:** [Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

i	Equity Index _i :	Weighting _i :	Equity Index Sponsor _i :	Observation Time _i :
1	[•]	[•]	[•]	[•][Not Applicable]
2	[•]	[•]	[•]	[•][Not Applicable]
3	[•]	[•]	[•]	[•][Not Applicable]
i	Index Exchange _i :	Related Exchange _i :	Multi-Exchange Index _i :	Initial Value _i :
1	[•]	[•]	[Applicable][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [•].]
				[(i) Initial Observation Date: [•]] (Include for Reference Value)
				[(i) Initial Averaging Dates: [•]] (Include for Averaging)
				[(i) Lookback Period Start Date: [•]]
				[(ii) Lookback Period End Date: [•]] (Include for Lookback)
2	[•]	[•]	[Applicable][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [•].]
				[(i) Initial Observation Date: [•]] (Include for Reference Value)
				[(i) Initial Averaging Dates: [•]] (Include for Averaging)
				[(i) Lookback Period Start Date: [•]]
				[(ii) Lookback Period End Date: [•]] (Include for Lookback)
3	[•]	[•]	[Applicable][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [•].]
				[(i) Initial Observation Date: [•]] (Include for Reference Value)
				[(i) Initial Averaging Dates: [•]] (Include for Averaging)
				[(i) Lookback Period Start Date: [•]]
				[(ii) Lookback Period End Date: [•]] (Include for Lookback)

(Repeat as necessary for each additional Equity Index.)

(c) **Disrupted Day:** [Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph. Note

*Form of Final Terms in respect of Exempt Notes
that Disrupted Day should be specified as applicable if
averaging applies.)*

[Adjustments for Averaging Dates:	
(i) Omission:	[Applicable][Not Applicable]
(ii) Postponement:	[Applicable][Not Applicable]
(iii) Modified Postponement:	[Applicable][Not Applicable]] <i>(Include if averaging applies.)</i>
(d) Additional Disruption Events:	[Change in Law][Hedging Disruption][Increased Cost of Hedging][Insolvency Filing][Not Applicable]
78 Fund Linked Notes:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Single Reference Fund:	[●] [Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Fund Interest:	[●]
(ii) Reference Fund:	[●][Not Applicable]
(iii) Fund Interest Unit:	[●][Not Applicable]
(iv) Fund Administrator:	[As specified in Fund Condition 2][●]
(v) Fund Adviser:	[As specified in Fund Condition 2][●]
(vi) Fund Manager:	[As specified in Fund Condition 2][●]
(vii) Fund Service Provider:	[As specified in Fund Condition 2][●]
(viii) Redemption Proceeds:	[●][Not Applicable]
(b) Basket of Reference Funds:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i>

i	Reference Fund_i:	Weighting_i:	Fund Interest_i:	Fund Interest Unit_i:
1	[●]	[●]	[●]	[●][Not Applicable]
2	[●]	[●]	[●]	[●][Not Applicable]
3	[●]	[●]	[●]	[●][Not Applicable]
i	Fund Administrator_i:	Fund Adviser_i:	Fund Manager_i:	Fund Service Manager_i:
1	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]
2	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]
3	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]	[As specified in Fund Condition 2][●]
i	Redemption Proceeds_i:	Initial Value_i:		
1	[●][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]		
	(i) Initial Observation Date:	[●] (Include where Reference Value is selected for Initial Value)		
	(i) Initial Averaging Dates:	[●] (Include where Averaging is selected for Initial Value)		
	(i) Lookback Period Start Date:	[●]		
	(ii) Lookback Period End Date:	[●] (Include where Lookback is selected for Initial Value)		
2	[●][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]		
	(i) Initial Observation Date:	[●] (Include where Reference Value is selected for Initial Value)		
	(i) Initial Averaging Dates:	[●] (Include where Averaging is selected for Initial Value)		
	(i) Lookback Period Start Date:	[●]		
	(ii) Lookback Period End Date:	[●] (Include where Lookback is selected for Initial Value)		
3	[●][Not Applicable]	[Reference Value][Specified Value][Averaging][Lookback][, being [●].]		
	(i) Initial Observation Date:	[●] (Include where Reference Value is selected for Initial Value)		
	(i) Initial Averaging Dates:	[●] (Include where Averaging is selected for Initial Value)		
	(i) Lookback Period Start Date:	[●]		

(ii) Lookback Period End Date: [●] (Include where Lookback is selected for Initial Value)

(Repeat as necessary for each additional Reference Fund.)

- (c) **Additional Fund Documents:** [●][Not Applicable]
 - (d) **Hedging Party:** [●][Not Applicable]
 - (e) **Cut-Off Period:** [●][Not Applicable]
 - (i) Final Cut-Off Date: [●][Not Applicable]
 - (f) **Fund Business Day:** [As specified in Fund Condition 2] [●]
 - (g) **Redemption Proceeds:**
 - (i) Election of alternative payment: [●][Not Applicable]
 - (h) **Redemption Fees:** [●][Not Applicable]
 - (i) **Key person for the purpose of a Key Person Event:** [●][Not Applicable]
 - (j) **Reporting Disruption:**
 - (i) Time period of event affecting Fund Interest making it impossible/impracticable for Calculation Agent to determine value: [●][Not Applicable]
 - (k) **Number of Days for the purpose of a NAV Disruption Event:** [●] days
 - (l) **NAV Trigger Event:** [●] per cent. over [specify period of time]
 - (m) **Minimum Outstanding Amount of Notes:** [As specified in Fund Condition 3(u)][●]
 - (n) **Benchmark for the purpose of a Benchmark Change:** [●]
 - (o) **Assets Under Management Trigger:** [As specified in Fund Condition 3(u)][Net asset value below [●]]
 - (p) **Disrupted Day:** [Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph. Note that Disrupted Day should be specified as applicable if averaging applies.)
 - [Adjustments for Averaging Dates:
 - (i) Omission: [Applicable][Not Applicable]
 - (ii) Postponement: [Applicable][Not Applicable]
 - (iii) Modified Postponement: [Applicable][Not Applicable]] (Include if averaging applies.)
- 79 **FX Linked Notes:** [Applicable][Not Applicable]
 (If not applicable, delete the remaining sub-paragraphs below.)
- (a) **Single FX Rate:** [Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs below.)

- (i) Base Currency: [●]
- (ii) Reference Currency: [●]
- (iii) FX Price Source: [●]
- (iv) FX Financial Centre(s): [●]
- (v) FX Rate Sponsor: [●]
- (b) **Basket of FX Rates:** [Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs below.)

- | | | | | |
|---|-----------------------------|-----------------------------------|--|-------------------------------|
| i | FX Rate_i: | Base Currency_i: | Reference Currency_i: | Weighting_i: |
| 1 | [●] | [●] | [●] | [●] per cent. |
| 2 | [●] | [●] | [●] | [●] per cent. |
| 3 | [●] | [●] | [●] | [●] per cent. |
-
- | | | | | |
|---|-------------------------------------|-------------------------------------|---|---|
| i | FX Rate Sponsor_i: | FX Price Source_i: | Observation Time_i: | FX Financial Centre_i: |
| 1 | [●] | [●] | [●][As specified in the FX Reference Rate in FX Condition 2(b)] | [●] |
| 2 | [●] | [●] | [●][As specified in the FX Reference Rate in FX Condition 2(b)] | [●] |
| 3 | [●] | [●] | [●][As specified in the FX Reference Rate in FX Condition 2(b)] | [●] |
-
- i **Initial Value_i:**
 - 1 [Reference Value][Specified Value][Averaging][Lookback][, being [●].]
 - (i) Initial Observation Date: [●] (Include for Reference Value)
 - (i) Initial Averaging Dates: [●] (Include for Averaging)
 - (i) Lookback Period Start Date: [●]
 - (ii) Lookback Period End Date: [●] (Include for Lookback)
 - 2 [Reference Value][Specified Value][Averaging][Lookback][, being [●].]
 - (i) Initial Observation Date: [●] (Include for Reference Value)
 - (i) Initial Averaging Dates: [●] (Include for Averaging)
 - (i) Lookback Period Start Date: [●]
 - (ii) Lookback Period End Date: [●] (Include for Lookback)

- 3 [Reference Value][Specified Value][Averaging][Lookback][, being [•].]
- (i) Initial Observation Date: [•] (*Include for Reference Value*)
- (i) Initial Averaging Dates: [•] (*Include for Averaging*)
- (i) Lookback Period Start Date: [•]
- (ii) Lookback Period End Date: [•] (*Include for Lookback*)
- (Repeat as necessary for each additional FX Rate.)
- (c) **Number of FX Settlement Days:** [•]
- (d) **Disrupted Day:** [Applicable][Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph. Note that Disrupted Day should be specified as applicable if averaging applies.*)
- [Adjustments for Averaging Dates:
- (i) Omission: [Applicable][Not Applicable]
- (ii) Postponement: [Applicable][Not Applicable]
- (iii) Modified Postponement: [Applicable][Not Applicable]] (*Include if averaging applies.*)
- (e) **Additional Disruption Events:** [Change in Law][Hedging Disruption][Increased Cost of Hedging][Not Applicable]
- (f) **Disruption Fallback:**
1. [Calculation Agent FX Determination]
2. [Currency-Reference Dealers]
3. [Fallback Reference Price] (*Delete inapplicable and re-order to indicate order in which they shall apply.*)
- [(i) Alternative FX Price Source for Fallback Reference Price: [•]]
- (g) **Fallback Reference Date:** [As specified in FX Condition 2(a)][•][Not Applicable]
- (h) **FX Reference Dealers:** [As specified in FX Condition 2(a)][•] in respect of (*specify FX Rate(s)*)
- (i) **Settlement Currency:** [[•] in respect of (*specify FX Rate(s)*)] [Not Applicable]
- (j) **Rebasing:** [Applicable][Not Applicable]
- 80 Inflation Index Linked Notes:** [Applicable][Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (a) **Inflation Index:** [•]
- (b) **Index Sponsor:** [•]
- (c) **Related Bond:** [Applicable][Not Applicable]
- (i) Bond for purpose of Related Bond: [•][Fallback Bond]
- (d) **Determination Date:** [*Specify any payment date other than Interest Payment Dates Maturity Date or Automatic Early Redemption Dates.*]
- (e) **Additional Disruption Events:** [Change in Law][Hedging Disruption][Increased Cost of

Hedging][Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

81 Form of Notes:

[Bearer Notes][Registered Notes]

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances set out in the Permanent Global Note [and/or by the holder giving [60] days' notice to the Fiscal Agent of its election for exchange]]

[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]

[Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time][only upon an Exchange Event]]

[Global Certificate exchangeable for Definitive Certificates in the limited circumstances specified in the Global Certificate]

(Ensure that this is consistent with the wording in the "Form of the Notes" section in the Base Prospectus and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 above includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€99,000]". Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes)

82 (a) Financial Centre(s) or other special provisions relating to Payment Day in Condition 8(f):

[[●] (Give details)]

General Condition 8(f)[(A)][(B)] applies.

(Delete inapplicable)

(Note that this paragraph relates to the place of payment and not to Payment Day/Interest Period End Dates)

(N.B. Provision 23(a) Financial Centre(s))

(b) Financial Centre(s) or other special provisions relating to Business Day:

[[●] (Give details)][Not Applicable]

83 Partly Paid Notes:

[Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

Amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:

[●]

84 Instalment Notes:

[Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

Amount of each instalment, date on which [●]
each payment is to be made:

[LISTING AND ADMISSION TO TRADING APPLICATION]

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the EUR 15,000,000,000 Structured Medium-Term Note Programme of Structured Products.]

[The Issuer accepts responsibility for the information contained in these Final Terms and, to the best knowledge and belief of the Issuer, the information contained in these Final Terms is in accordance with the facts and does not omit anything likely to affect the import of such information.] *(Include for SIX listing)*

[THIRD PARTY INFORMATION]

Information on the underlying has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: _____
Duly authorised

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING²⁹

- (a) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Amsterdam][Luxembourg Stock Exchange Regulated][SIX Structured Products Exchange][[●] (*Specify other relevant regulated market and, if relevant, admission to an official list*)] with effect from[, at the earliest, [the Issue Date] (*Specify date*)].][Not Applicable]
- [Price quotation: The Notes are traded or quoted [at a full price (dirty price), i.e. the trading price includes accrued interest (if any)][at a clean price, i.e. the trading price does not include accrued interest (if any) which is calculated separately].]³⁰
- (b) Estimate of total expenses related to admission to trading: [●]
- (c) In the case of Notes listed on Euronext Amsterdam: [Applicable][Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)
- (i) Amsterdam Listing Agent: Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank International)
- (ii) Amsterdam Paying Agent: Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank International)

2 RATINGS

- Ratings: [The Notes to be issued have not been rated.
- Credit ratings in relation to the Issuer included or referred to in these Final Terms and the Base Prospectus[, as so supplemented,] have been issued by Standard & Poor's, Moody's and Fitch Ratings Ltd, each of Fitch, Moody's and Standard & Poor's is established in the European Union and is registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.
- [The Notes to be issued [have been][are expected to be] rated:
- [Fitch: [●]]
- [Moody's: [●]]
- [Standard & Poor's: [●]]
- [Other: [●]]
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

²⁹ Listing of Exempt Notes may only be on an exchange-regulated market or on a stock exchange outside the EEA.

³⁰ Insert if the Notes are listed on the SIX Swiss Exchange.

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

Insert one (or more) of the following options, as applicable:

Option 1: CRA is (i) established in the EU and (ii) registered under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is established in the EU and registered under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”).

Option 2: CRA is (i) established in the EU, (ii) not registered under the CRA Regulation; but (iii) has applied for registration:

[Insert legal name of particular credit rating agency entity providing rating] is established in the EU and has applied for registration under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”), although notification of the registration decision has not yet been provided.

Option 3: CRA is (i) established in the EU; and (ii) has not applied for registration is not registered under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No 1060/ 2009 (the “**CRA Regulation**”).

Option 4: CRA is not established in the EU but the relevant rating is endorsed by a CRA which is established and registered under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU but the rating it has given to the Notes is endorsed by *[insert legal name of credit rating agency]*, which is established in the EU and registered under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”).

Option 5: CRA is not established in the EU and the relevant rating is not endorsed under the CRA Regulation, but the CRA is certified under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU but is certified under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”).

Option 6: CRA is neither established in the EU nor certified under the CRA Regulation and the relevant rating is not endorsed under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU and is not certified

under Regulation (EC) No 1060/2009 (the “CRA Regulation”) and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EU and registered under the CRA Regulation.

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:]

[Save for any fees payable to the Dealer[s], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The Dealer[s] 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. *(Amend as appropriate if there are other interests)*] *(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

4 YIELD (Fixed Rate Notes only)

Indication of yield: [●]
 [Calculated as *(include details of the method of calculation in brief form)* on the Issue Date.]
 The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

5 OPERATIONAL INFORMATION

- (a) ISIN: [●]
(If fungible with an existing Series insert:)
 [Pending consolidation with the Tranche 1 Notes: [●]
 Following consolidation with the Tranche 1 Notes: [●]]
- (b) Common Code: [●]
(If fungible with an existing Series insert:)
 [Pending consolidation with the Tranche 1 Notes: [●]
 Following consolidation with the Tranche 1 Notes: [●]]
- (c) German WKN-code: [●][Not Applicable]
- (d) Private Placement number: [●][Not Applicable]
- (e) CUSIP Number: [●] [Not Applicable]
- (f) Any clearing system(s) other than DTC, Euroclear Bank S.A./N.V. and Clearstream Banking, *société anonyme* and the relevant identification number(s): [Not Applicable][*Give name(s) and number(s)*]
 [Applicable:
 SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland
 Swiss Valoren code: [●]]³¹
- (g) Delivery: Delivery [against][free of] payment

³¹ Insert if the Notes are to be listed on the SIX Structured Products Exchange.

- (h) Names (and addresses) of additional (Paying/Delivery) Agent(s) (if any): [Not Applicable][●]
[Applicable:
BNP Paribas Securities Services, Zurich Branch, Selnaustrasse 16, 8002 Zurich, Switzerland]³²
- (i) Names (and addresses) of Calculation Agent(s) (if different from Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International)).³³ [Not Applicable][●]

6 DISTRIBUTION

- (a) Method of Distribution: [Syndicated][Non-syndicated]
- (b) If syndicated, names and addresses of Dealer[s] and underwriting commitments: [Applicable][Not Applicable]
(If applicable, include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Dealer[s])
- (c) Date of Subscription Agreement: [[●] (Give details)][Not Applicable]
- (d) Stabilising Manager(s): [[●] (Give name)][Not Applicable]
- (e) Total commission and concession/Dealer’s Commission: [[●] per cent. of the aggregate nominal amount][Certain fees or commissions will be payable to third party distributors and/or the Notes will be sold at a discount to the Issue Price on the primary sale of the Notes][Not Applicable][[●] (Specify other)]
- (f) If non-syndicated, name and address of relevant Dealer: [[●] (Insert name and address)][Not Applicable]
- (g) Applicable TEFRA exemption: [C Rules][D Rules][Not Applicable]
- (h) Additional selling restrictions: [●]
- (i) Additional United States Tax Considerations: [Applicable][Not Applicable]
(If applicable, specify) (N.B. Obtain U.S. tax advice in case of non-principal protected notes, notes that are treated as non-functional currency contingent payment debt instruments under Treasury Regulation 1.988-6, or notes that provide for physical settlement or Partly Paid Notes.)

³² Insert if the Notes are to be listed on the SIX Structured Products Exchange.

³³ Separate Calculation Agency Agreement needed if the Calculation Agent is not a Dealer or one of its affiliates.

GENERAL INFORMATION

1. Application has been made to the AFM to approve this document as a base prospectus for the purposes of Article 5.4 of the Prospectus Directive. Application has also been made to Euronext Amsterdam for Notes issued under the Programme, on or after the implementation of the Prospectus Directive in the Netherlands and up to the expiry of 12 months from the date of this Base Prospectus, to be admitted to trading on Euronext Amsterdam.
2. The Issuer has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes. The update of the Programme was authorised by Rabobank Nederland by a resolution of the Executive Board of Rabobank Nederland passed on 12 November 2013, by a resolution of the Supervisory Board passed on 2 December 2013 and by a secretary's certificate dated 29 July 2014.
3. Application is expected to be made to the SIX Swiss Exchange to register this Base Prospectus as an issuance programme pursuant to Article 21 of the Additional Rules for the Listing of Derivatives of the SIX Swiss Exchange. The Issuer is partially recognised pursuant to Article 43 of the Listing Rules of the SIX Swiss Exchange, i.e. the Issuer is authorised to submit listing applications for bonds and derivatives. For the registration of this Base Prospectus, the Issuer is represented by Pestalozzi Attorneys at Law Ltd, located at Löwenstrasse 1, 8001 Zurich, Switzerland, as a recognised representative pursuant to Article 43 of the Listing Rules of the SIX Swiss Exchange.
4. There has been no significant change in the financial or trading position of the Issuer or the Group and there has been no material adverse change in the financial position or prospects of the Issuer nor of the Group since 31 December 2013.
5. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the period covering the 12 months preceding the date of this Base Prospectus which may have, or have had in the recent past, significant effects on the Issuer's and/or the Group's financial position or profitability. Investors should refer to the section entitled "*Legal Proceedings*" on page 262 of this Base Prospectus.
6. Each Bearer Note, Receipt, Coupon and Talon for which "TEFRA D" is specified in the relevant Final Terms will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
7. If the Notes are to be certificated in the form of one or more permanent global certificates, Noteholders are only entitled to demand the delivery of individual certificates in the limited circumstances set out in the relevant permanent global certificate and/or the Final Terms, as further described under the section "*Form of the Notes*" of this Base Prospectus.
8. The Notes have been accepted for clearance through the Euroclear and Clearstream systems. In addition, the Issuer will make an application in respect of any Series of Registered Notes to be accepted for trading in book-entry form by DTC. Acceptance by DTC of each Tranche of a Series of Registered Notes will be confirmed in the relevant Final Terms. The Common Code, the International Securities Identification Number (ISIN), the Committee on the Uniform Security Identification Procedure (CUSIP) number and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms. The address of Euroclear is Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels, the address of Clearstream is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg and the address of

DTC is 55 Water Street, New York, New York 10041. The address of any Alternative Clearing System will be specified in the relevant Final Terms.

9. For the period of 12 months following the date of this Base Prospectus, copies of the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), at the offices of the Paying Agents:
 - (a) the Agency Agreement (as amended and supplemented from time to time) (which includes the form of the Global Notes, the Definitive Notes, and the Coupons, Talons and Receipts relating to Definitive Notes) and the Covenant (as amended and supplemented from time to time);
 - (b) the articles of association of the Issuer;
 - (c) the audited consolidated financial statements of Rabobank Group for the years ended 31 December 2011, 2012 and 2013 (together with the explanatory notes) and the independent auditor's reports in respect of such financial statements;
 - (d) the audited statutory financial statements of Rabobank Nederland for the years ended 31 December 2011, 2012 and 2013 (together with the explanatory notes) and the independent auditor's reports in respect thereof;
 - (e) a copy of the latest Base Prospectus (together with any supplement including the Final Terms thereto); and
 - (f) a copy of the ISDA Definitions.
10. For the period of 12 months following the date of this Base Prospectus, copies of the latest annual consolidated accounts of Rabobank Group may be obtained free of charge at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes are outstanding. Copies of the latest annual non-consolidated accounts of Rabobank Nederland may be obtained free of charge at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes are outstanding. Rabobank Nederland does not publish non-consolidated interim accounts.
11. Ernst & Young Accountants LLP, of which the "Register accountants" are members of the NBA (Nederlandse Beroepsorganisatie van Accountants – The Netherlands Institute of Chartered Accountants) has audited, and issued unqualified independent auditor's reports on the consolidated and unconsolidated financial statements of Rabobank Nederland for the years ended 31 December 2011, 2012 and 2013. Ernst & Young Accountants LLP has given its consent to the incorporation by reference in this Base Prospectus to their independent auditor's reports regarding the above mentioned financial statements. Ernst & Young Accountants LLP has no interest in Rabobank Nederland.
12. A copy of this Base Prospectus has been, and a copy of each Final Terms will be, filed, if required under applicable law, with the Netherlands Authority for the Financial Markets.
13. The Issuer is subject to corporate income tax.
14. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer[s] at the time of the issue in accordance with prevailing market conditions. In particular, the issue price may take into account amounts in respect of commissions and costs relating to the structuring, issue, distribution, sale and administration of such Notes. Accordingly, Notes may be issued at an issue price which is at a premium over par. Regular charges may apply for transactions in and the safekeeping, custody and redemption of the Notes.

15. The issue price and amount of the relevant Notes will be determined based on the prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

PRINCIPAL OFFICE OF THE ISSUER

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
(Rabobank Structured Products)**
Croeselaan 18
3521 CB Utrecht
The Netherlands

DEALERS

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
(Rabobank International)**
Thames Court, One Queenhithe
London EC4V 3RL
United Kingdom

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
(Rabobank International)**
Croeselaan 18
3521 CB Utrecht
The Netherlands

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
(Rabobank International)**
32/F, Three Pacific Place
1 Queen's Road East
Hong Kong

ISSUING AND PAYING AGENT

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

EUROCLEAR NETHERLANDS FISCAL AGENT

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
(Rabobank International)**
Croeselaan 18
3521 CB Utrecht
The Netherlands

PAYING AGENTS

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
(Rabobank International)**
Croeselaan 18
3521 CB Utrecht
The Netherlands

**REGISTRAR, TRANSFER AGENT AND EXCHANGE
AGENT**

Deutsche Bank Trust Company Americas
60 Wall Street
27th Floor – MS NYC60-2710 New York
New York 10005
United States

EURONEXT AMSTERDAM LISTING AGENT

**Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
(Rabobank International)**
Croeselaan 18
3521 CB Utrecht
The Netherlands

LUXEMBOURG STOCK EXCHANGE LISTING AGENT

**Deutsche Bank Luxembourg S.A.
Corporate Trust and Agency Services**
2 Boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg

SWISS PAYING AGENT

BNP Paribas Securities Services, Zurich Branch
Selnaustrasse 16
8002 Zurich
Switzerland

SIX SWISS EXCHANGE LISTING AGENT

Pestalozzi Attorneys at Law Ltd.
Löwenstrasse 1
8001 Zurich
Switzerland

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