



STANDARD BANK Plc

(a company incorporated with limited liability under the laws of England and Wales)

Programme for the Issuance of Participation Securities (Unlimited Programme Size)

Under the Programme for the Issuance of Participation Securities described in this Base Prospectus (the "**Programme**"), Standard Bank Plc (the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue warrants (the "**Warrants**"), certificates (the "**Certificates**") or notes (the "**Notes**" and together with the Warrants and Certificates, the "**Securities**"). The Securities will be subject to the terms and conditions set out in this Base Prospectus as completed by the final terms specific to a particular issue of Securities (the "**Final Terms**").

This Base Prospectus has been approved by the United Kingdom Financial Services Authority in its capacity as competent authority under the UK Financial Services and Markets Act 2000 (the "**Financial Services Authority**") for the purposes of Directive 2003/71/EC (the "**Prospectus Directive**").

Application will be made to the Irish Stock Exchange for Securities issued under the Programme within 12 months of the Base Prospectus to be admitted to the daily official list of the Irish Stock Exchange and to trading on its regulated market. Such market is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC. However, unlisted Securities may be issued pursuant to the programme and the Programme provides that Securities may be listed on such other stock exchange(s) as may be specified in the relevant Final Terms. The relevant Final Terms in respect of the issue of any Securities will specify whether or not such Securities will be listed on and admitted to trading on the regulated market of the Irish Stock Exchange (or any other stock exchange). The Irish Financial Services Regulatory Authority, in its capacity as competent authority in Ireland for the purposes of the Prospectus Directive, will be notified of the approval of the Base Prospectus by the UK Listing Authority in accordance with Article 18 of the Prospectus Directive.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Base Prospectus. This Base Prospectus does not describe all of the risks of an investment in the Securities.

The distribution of this Base Prospectus and the offering or sale of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer to inform themselves about, and to observe, such restrictions.

The Securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States, and Notes in bearer form are subject to U.S. tax law requirements. The Securities may not be offered, sold or (in the case of Notes in bearer form) 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**")) except in certain transactions exempt from the registration requirements of the Securities Act. The Issuer may, however, arrange for the offer and sale of certain issues of Securities in registered form within the United States to persons reasonably believed to be qualified institutional buyers (each a "**QIB**") within the meaning of Rule 144A ("**Rule 144A**") under the Securities Act in reliance on the exemption provided by Rule 144A. Each purchaser of Securities being offered within the United States is hereby notified that the offer and sale of such Securities is being made in reliance upon an exemption from the registration requirements of the Securities Act. Each purchaser who is a QIB and is purchasing Securities being offered pursuant to an exemption under the Securities Act will be required to make certain acknowledgments, representations and agreements. See "*Subscription and Sale*" and "*Transfer Restrictions*".

Securities sold in the United States will, unless otherwise specified in the relevant Final Terms, be sold through Standard New York Securities Inc., a registered broker dealer.

Securities will be issued in series (each a "**Series**") each consisting of one or more tranches (each a "**Tranche**"). Securities will be issued in registered form (each a "**Registered Security**"), provided that Notes which will be offered and sold outside the United States to non-U.S. persons in reliance on Regulation S may be issued in bearer form (each a "**Bearer Note**"). Each Tranche of Securities in registered form will initially be represented by a global security and each Tranche of Notes in bearer form will initially be in the form of a global note, each

of which will be deposited on or about the issue date of the Securities with a common depositary on behalf of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**").

Securities which are to be admitted to trading on a market which is a regulated market for the purposes of Directive 93/22/EEC (each, a "**Regulated Market**") or offered to the public in any Member State of the European Economic Area may only be issued under the Programme, in the case of Notes, in minimum denominations of EUR 100,000 (or its equivalent in another currency) or, on the case of Warrants and Certificates, in such minimum trading multiples as would ensure that such Warrants or Certificates may only be acquired on issue for at least EUR 100,000 (or its equivalent in another currency).

Notes in definitive form will only be available in certain limited circumstances as described in this Base Prospectus.

The date of this Base Prospectus is 2 February 2011

IMPORTANT NOTICES

This Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive for the purpose of giving information with regard to the Issuer and the Securities which, according to the particular nature of the Issuer and the Securities, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and of the rights attached to the Securities.

The Issuer accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge and belief of the Issuer (having 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.

This Base Prospectus has been prepared on the basis that any offer of Securities 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 Securities. Accordingly, any person making or intending to make an offer in that Relevant Member State of Securities may only do so 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. 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 the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated into, and form part of, this Base Prospectus.

In relation to each separate issue of Securities, the issue price and the amount of the Securities will be determined, before the filing of the Final Terms of each issue, based on the then prevailing market conditions at the time of the issue of the Securities, will be set out in the Final Terms. The Final Terms will be provided to investors and filed with the Financial Services Authority for the purposes of the Prospectus Directive when any public offer of Securities is made or Securities are listed as soon as practicable and if possible in advance of the beginning of the offer.

Notice of the aggregate nominal amount of Securities, information relevant to the interest payable in respect of the Securities, the issue price of the Securities and any other terms and conditions not contained herein which are applicable to each issue of Securities will be set out in the Final Terms for the particular issue.

The delivery of this document at any time does not imply that any information contained herein is correct at any time subsequent to the date hereof.

The Issuer will not be providing any post issuance information in relation to the Securities.

In connection with the issue and sale of the Securities, no person is authorised to give any information or to make any representation not contained in this Base Prospectus, or any other information supplied in connection with this Programme, and neither the Issuer nor Standard Bank Plc in its capacity as a dealer under the Programme (the "**Dealer**" and, together with any other dealer or dealers appointed by the Issuer from time to time under the Programme, the "**Dealers**") accepts responsibility for any information or representation so given that is not contained in this Base Prospectus, or any other information supplied in connection with this Programme. This Base Prospectus does not constitute an offer of Securities, and may not be used for the purposes of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such offer or solicitation and no action is being taken to permit an offering of the Securities or the distribution of this Base Prospectus in any jurisdiction where any such action is required except as specified herein.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and

deliveries of Securities and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Securities, see "*Subscription and Sale*" and "*Transfer Restrictions*".

In particular, the Securities 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 Notes in bearer form are subject to U.S. tax law requirements. The Securities may not be offered, sold or (in the case of Notes in bearer form) delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in certain transactions exempt from the registration requirements of the Securities Act.

NEITHER THE PROGRAMME NOR THE SECURITIES HAVE 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 HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF ANY OFFERING OF SECURITIES OR THE ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

The Securities are structured Securities and can involve a high degree of risk and are intended for sale only to those investors capable of understanding the risk entailed in such instruments. Prospective purchasers of Securities should ensure that they understand the nature of the Securities as an investment in light of their own circumstances and financial condition. Prospective purchasers of the Securities should conduct their own investigations and, in deciding whether or not to purchase Securities, should form their own views of the merits of an investment related to the Securities based upon such investigations and not in reliance upon any information given in this Base Prospectus and the Final Terms. If in doubt potential investors are strongly recommended to consult with their financial advisers before making any investment decision.

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

Bearer Notes will be sold outside the United States in "offshore transactions" within the meaning of Regulation S. In general, Bearer Notes will be represented on issue by a permanent global note in bearer form, without interest coupons (each, a "**Global Note**"), and interests in the Global Note will be exchangeable in whole but not in part for interests in definitive notes in bearer form (each a "**Definitive Note**") upon the occurrence of certain events described under "*Summary of Provisions Relating to the Notes while in Global Form*". Each Global Note will be deposited on the relevant issue date thereof with a common depositary on behalf of Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system.

Registered Securities may be sold (i) outside the United States in "offshore transactions" within the meaning of Regulation S ("**Regulation S Securities**") and/or (ii) in the United States to QIBs within the meaning of Rule 144A ("**Rule 144A Securities**"). In general, (i) Regulation S Securities will be represented on issue by a permanent global certificate in registered form, without interest coupons (each, a "**Regulation S Global Registered Certificate**"), and (ii) Rule 144A Securities will be represented on issue by a permanent global certificate in registered form, without interest coupons (each, a "**Rule 144A Global Registered Certificate**" and, together with the Regulation S Global Certificate, the "**Global Registered Certificates**"). On the relevant issue date, Global Registered Certificate of each Series will be registered in the name of, and deposited with, a common depositary on behalf of Euroclear and Clearstream, Luxembourg. Interests in a Global Registered Certificate evidencing Notes in registered form will be exchangeable in whole but not in part for interests in definitive registered certificates (each a "**Definitive Registered Certificate**") upon the occurrence of certain events described under "*Summary of Provisions Relating to the Notes while in Global Form*". Registered Securities are subject to certain restrictions on transfer. See "*Plan of Distribution*" and "*Transfer Restrictions*".

AVAILABLE INFORMATION

The Issuer has agreed that, for so long as any Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer will, during any period in which it is neither subject to Section 13 or 15(d) of the United States Securities Exchange Act of 1934 (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 investor of such restricted securities designated by such

holder or beneficial owner, in each case upon the request of such holder, beneficial owner or prospective investor, the information required to be provided by Rule 144A(d)(4) under the Securities Act.

NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY

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 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 PERSONS, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE INVESTOR, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

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INFORMATION INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following information which shall be incorporated in and form part of this Base Prospectus:

- (a) audited consolidated annual financial statements of the Issuer for the financial years ended 2009 and 2008 together in each case with the audit report thereon; and
- (b) the information set out on pages 4 to 5 of the base prospectus dated 12 April 2010 (the "**GMTN Base Prospectus**") in relation to the US\$2,000,000,000 Global Medium Term Note Programme of the Issuer under the headings "Cautionary Note Regarding Forward Looking Statements" and "Presentation of Certain Financial and Other Information", the information set out on pages 12 to 17 of the GMTN Base Prospectus under the heading "Risks relating to the Issuer" and the information set out on pages 74 to 98 of the GMTN Base Prospectus under the headings "Business Description", "Risk Management", "Management", "Capitalisation and Indebtedness", "Selected Financial Information relating to Standard Bank Plc" and "Related Party Transactions".

The documents specified above as containing information incorporated by reference in this Base Prospectus have been previously published or are published simultaneously with this Base Prospectus, have been approved by or filed with the Financial Services Authority and may be obtained without charge from the registered office of the Issuer which is 20 Gresham Street, London EC2V 7JE.

Any information contained in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus. In particular, any document or information which is incorporated by reference into any of the documents specified above as containing information incorporated by reference in this Base Prospectus shall not constitute a part of this Base Prospectus.

Audited consolidated annual financial statements of the Issuer for the financial year ended 2009

Standard Bank Plc Annual Report (2009)

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Audited consolidated annual financial statements of the Issuer for the financial year ended 2008

Standard Bank Plc Annual Report (2008)

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USE OF PROCEEDS

Unless otherwise specified in the Final Terms, the net proceeds from each issue of Securities will be used by the Issuer to hedge the obligations of the Issuer under the Securities and for its general corporate purposes. If in respect of any particular issue there is a particular identified use, this will be stated in the Final Terms.

OVERVIEW OF THE PROGRAMME

Words and expressions defined in the "*Participation Security Terms and Conditions*", the "*Index Linked Note Terms and Conditions*", the "*General Terms and Conditions of the Warrants and Certificates*" and the "*General Terms and Conditions of the Notes*" below shall have the same meanings in this overview. This overview must be read as an introduction to this Base Prospectus and any decision to invest in the Securities should be based on a consideration of the Base Prospectus as a whole, including the information incorporated by reference.

Description of the Issuer

Standard Bank Plc ("**SBL**") is an international investment banking business specialising in emerging markets and natural resources. SBL is the principal non African operating subsidiary of the Standard Bank Group Limited ("**SBGL**", and together with its subsidiaries, the "**Group**"), a leading South African banking and financial services organisation in terms of financial position, size and activity. SBL is the focal point for the international corporate and investment business of the Group.

SBL was incorporated for an unlimited duration in May 1987 as a limited company in England and Wales under the Companies Act 1985 with registered number 2130447. In June 2005, SBL became a public limited company and changed its name from Standard Bank London Ltd. to Standard Bank Plc. SBL's registered office is at 20 Gresham Street, London EC2V 7JE, United Kingdom and the telephone number is +44 (0)20 3145 5000. SBL is authorised and regulated by the UK Financial Services Authority and is a fully authorised bank under the UK Financial Services and Markets Act 2000. SBL is a member of the London Stock Exchange plc, the London Bullion Market Association, the London Metal Exchange and the London Platinum and Palladium Market. SBL also chairs the London Platinum and Palladium Fixing.

SBL provides corporate finance advisory services, trade finance, project finance, syndicated loans and debt capital markets products. SBL is also involved in the trading of debt securities, both for its own account and for the accounts of its customers, particularly in relation to debt securities of emerging markets' sovereign, bank and corporate issuers. In addition, SBL provides a broad range of foreign exchange, money market and interest rate products in connection with all major currencies as well as in connection with certain emerging markets currencies, and provides banking capabilities and expertise in connection with the precious metals, base metals and energy sectors, ranging from advising, financing and trading to risk management services. SBL's operations focus on emerging markets including ones in Eastern Europe, Africa, South East Asia and Latin America. SBL's client base comprises clients domiciled in the emerging markets or clients whose cross border business covers the emerging markets. These clients mainly comprise companies or institutions in SBL's core industry sectors of mining and metals; oil, gas and renewables, telecoms and media, power and infrastructure, and financial institutions.

SBL's businesses comprise two core divisions: Global Markets and Investment Banking (which includes Principal Investment Management, Private Client Services and Client Coverage & Distribution).

- *Global Markets Division.* The Global Markets division comprises all customer-driven market-making and sales activities across the full spectrum of traded financial and commodity risk, together with the funding and liquidity management activities of the Group. The division seeks to originate exposures directly from clients or market-making activities which are repackaged and traded with market participants, asset managers and other clients through the Group's distribution network. A comprehensive range of foreign exchange, money markets, interest rate, credit, equity and commodity products are provided, ranging from simple risk management tools to sophisticated investment structures. The division's expertise extends to the management and financing of physical commodity inventories across the base, precious and energy spectrum, and to the provision of foreign exchange and access products on all major African, Asian, CEEMECA and Latin American currencies.
- *Investment Banking.* The Investment Banking division focuses on providing both advisory services, mainly centred around M&A and financial advice, as well as bespoke client financing solutions primarily in debt related products, both on balance sheet as well as by providing access to the international and domestic capital markets where SBL can access the domestic capital markets.

Investment Banking is mainly focussed around servicing SBL's clients' needs in its core industry sectors of mining and metals; oil, gas, and renewables; power and infrastructure; telecoms and media; and financial institutions.

- *Principal Investment Management.* Principal Investment Management ("**PIM**") comprises SBL's Private Equity, Distressed Debt and Debt Funds activities. The Private Equity division is focused on establishing a leading emerging markets private equity franchise by building a successful track record in PIM's core markets, South Africa, Brazil, Turkey and Nigeria. The Private Equity business unit typically seeks strategic minority shareholdings in investee companies, establishes private equity funds and fund managers through joint ventures with third party institutions, each with a specific sector and/or geographic focus. SBL is also a leading participant in the distressed debt market in South East Asia and Turkey. Investments are typically in nonperforming loan portfolios, debt, equity or hybrid investments in single name stressed entities or relatively illiquid high yielding bonds. The Debt Funds area of PIM focuses on raising and managing third party funds in the infrastructure and debt capital markets space, with a particular emphasis on Sub-Saharan Africa and developing emerging markets.
- *Private Client Services.* SBL seeks to leverage its experience in emerging markets and high yield assets into investment products that can be distributed to individual investors on a wholesale basis. Private Clients Services aims to address the financial and wealth planning needs of high net worth clients in the emerging markets (based primarily in Russia/CEE, Middle East and Africa) being a relationship driven business that operates on both sides of a client's balance sheet. PCS is closely aligned with the wholesale banking teams, giving the Group the ability to provide a holistic client service. PCS also complements the established private banking, investment services and fiduciary activities in the Standard Bank Offshore Group.
- *Client Coverage.* The Client Coverage business unit was established in 2008 to focus SBL's efforts on entrenching a client centric, holistic banking model where SBL has industry expertise, and where the clients are domiciled in the emerging markets or whose cross border business covers the emerging markets. The business unit is responsible for the strategic relationships with its core clients, with an objective of delivering to the clients the full range of SBL's financial products and services.

As part of the Group, SBL benefits from a network of offices located in the major international financial centres as well as in key developing economies.

Description of the Securities

Issuer:	Standard Bank Plc
Dealers:	Standard Bank Plc and any other Dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Securities
Issue Price:	The Issue Price will, in respect of each Tranche of Securities, be set out in the applicable Final Terms (and expressed either as an amount per Security or as a percentage of the Aggregate Nominal Amount or Aggregate Issue Size, as appropriate).
Specified Denominations of the Notes and Minimum Trading Multiples:	Notes will be issued in denominations as set out in the applicable Final Terms. Securities which are to be admitted to trading on a Regulated Market or offered to the public in any Member State of the European Economic Area may only be issued under the Programme, in the case of Notes, in minimum denominations of EUR 100,000 (or its equivalent in another currency) or, on the case of Warrants and Certificates, in such minimum trading multiples as would ensure that such Warrants or Certificates may only be acquired on issue for at least EUR 100,000 (or its equivalent in another currency). Notes in registered form sold in the United States to QIBs may only be sold in a minimum Specified Denomination of U.S.\$100,000 and integral multiples of U.S.\$1,000 in excess thereof (or the equivalent in another

currency).

Reference Units:	Where Securities are specified in the relevant Final Terms to be linked to Reference Units, Securities will be linked to shares, and/or global depository receipts of the Reference Issuer specified in the Final Terms.
Indices:	Notes may be specified in the relevant Final Terms to be linked to one or more indices, as specified in the Final Terms
Redemption Amount:	<p>Each Warrant and Certificate will be linked to the price of one Reference Unit and the Final Redemption Amount at maturity will be determined by reference to the value of a Reference Unit at maturity, adjusted for any foreign exchange rate where the Reference Units are denominated in a currency different from the Settlement Currency.</p> <p>Where Notes are specified in the relevant Final Terms to be linked to Reference Units, each Note will reference a number of Reference Units and the Final Redemption Amount at maturity will be based on the value of the Number of Reference Units per Note at maturity, adjusted for any foreign exchange rate where the Reference Units are denominated in a currency different from the Settlement Currency.</p> <p>Where Notes are specified in the relevant Final Terms to be linked to one or more Indices, the Notes will be linked to one or more Indices as specified in the Final Terms and the Final Redemption Amount at maturity will be based on the value of the Index or Indices at maturity, adjusted for any foreign exchange rate where the Shares of the Indices are denominated in a currency different from the Settlement Currency.</p>
Mandatory Redemption:	Where Securities are specified in the relevant Final Terms to be linked to GDRs, the Securities will be redeemed early if the GDR programme of the Reference Issuer is terminated or as otherwise set out in the Final Terms.
Settlement Currency:	The Settlement Currency of the Securities is the currency of the Issue Price of the Warrants or Certificates or the currency of denomination of the Notes. However, where Securities are specified in the relevant Final Terms to be linked to Reference Units and a Non-Convertibility Condition exists preventing the Issuer from converting the currency of the proceeds which a holder of the Reference Units or Final Shares or Final GDRs (as applicable) would receive upon a sale of these assets on a relevant Exchange (the " Reference Currency ") into the Settlement Currency, the Issuer shall make payment to the Securityholders in the Reference Currency.
Distribution Payments:	If specified in the Final Terms, Distribution Payments will be made to the Securityholders equal to the <i>pro rata</i> amount of any dividends or other distributions which the Calculation Agent determines would be received by a hypothetical person resident in the same jurisdiction as, and subject to the same securities, tax and other laws and rules and regulations of any financial and securities regulators, exchanges and self-regulated organisations, as apply to the Issuer or any Affiliate(s) of the Issuer designated by it (a " Hypothetical Broker Dealer ") in respect of the Reference Units or Index shares adjusted for any taxes and the foreign exchange

rate, if applicable.

Adjustments:	<p>Where Securities are specified in the relevant Final Terms to be linked to Reference Units and certain Adjustment Events occur which could have a diluting or concentrative effect on the Reference Units, the Issuer will make appropriate adjustments to the Participation Security Terms and Conditions to account for that diluting or concentrative effect. If a Jurisdictional Event or Hedging Termination Event occurs, the Issuer will make appropriate adjustments to the Participation Security Terms to take account of the impact of such Jurisdictional Event or Hedging Termination Event on the Issuer's Hedging Arrangements.</p> <p>Where Securities are specified in the relevant Final Terms to be linked to one or more Indices, if an Index is not calculated or is replaced by another index, the Notes may either be redeemed early by the Issuer or the Calculation Agent may make certain adjustments to the Final Price.</p>
Interest:	<p>The Securities do not bear interest unless otherwise stated in the relevant Final Terms.</p>
Status of Securities:	<p>The Securities will constitute unsubordinated and unsecured obligations of the Issuer as described in General Warrant and Certificate Condition 2 (<i>Status</i>) and General Note Condition 2 (<i>Status</i>).</p>
Early Redemption:	<p>Where Securities are specified in the relevant Final Terms to be linked to Reference Units, the Securities may be redeemable at the option of the Issuer prior to maturity only for illegality reasons or the occurrence of an Additional Disruption Event, Jurisdictional Event or Hedging Termination Event or in certain cases following an Adjustment Event. See Participation Security Condition 6 (<i>Mandatory Early Redemption</i>), Participation Security Condition 8 (<i>Adjustments</i>), General Note Condition 3 (<i>Redemption, Purchase and Options</i>) and General Warrant and Certificate Condition 4 (<i>Illegality</i>).</p> <p>Where the Securities are specified in the relevant Final Terms to be linked to one or more Indices, the Securities may be redeemable at the option of the Issuer prior to maturity only following the occurrence of certain disruption events.</p>
Taxation:	<p>The Issuer is not liable for or otherwise obliged to pay, and the holder of the relevant Security will have to bear any tax, duty, charges, withholding or other payment which may arise as a result of, or in connection with, the ownership, transfer, redemption or enforcement of any Security. The Issuer may withhold or deduct from any amount payable to the holder of any Security, such amount as is necessary (i) for the payment of any such taxes, duties, charges, withholdings or other payments or (ii) for effecting reimbursement to the Issuer for any payment by it of any tax, duty, charge, withholding or other payment.</p>
Governing Law:	<p>English.</p>
Listing and admission to trading:	<p>Any Series of Securities may be listed and admitted to trading on the regulated market of the Irish Stock Exchange or on any other stock exchange as specified in the relevant Final Terms and references to listing shall be construed accordingly. As specified in</p>

the relevant Final Terms, a Series of Securities may be unlisted.

Selling Restrictions:

There are selling restrictions in relation to the United States, United Kingdom, European Economic Area, Hong Kong, Singapore and Japan in connection with the offer, sale and transfer of Securities. See "*Subscription and Sale*".

Bearer Notes will be issued in compliance with United States Treasury Regulations §1.163-5(c)(2)(i)(C) (the "**C Rules**") or otherwise in circumstances in which such Bearer Notes will not constitute "*registration required obligations*" under the United States Tax equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the applicable Final Terms as a transaction to which TEFRA is not applicable.

Transfer Restrictions:

There are certain restrictions on the transfer of the Securities. See "*Transfer Restrictions*".

ERISA Considerations:

Except as otherwise specified in the relevant Final Terms, Securities may not be acquired by an "employee benefit plan" (as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) that is subject to Title I of ERISA, a "plan" as defined in and that is subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any entity whose underlying assets include, or are deemed for purposes of ERISA or the Code to include, "plan assets" by reason of such employee benefit plan's or plan's investment in the entity, or a governmental or other employee benefit plan which is subject to any U.S. federal, state or local law, or non-U.S. law, that is substantially similar to Section 406 of ERISA or Section 4975 of the Code. Each purchaser and/or holder of Securities and each transferee thereof will be deemed to have made certain representations as to its status under ERISA and the Code. Potential purchasers should read the sections entitled "*Certain ERISA Considerations*" and "*Transfer Restrictions*".

Risk Factors:

The Securities are complex financial instruments which are subject to a number of risks described in the section headed "*Risk Factors*" and may not be a suitable investment for all investors. Prospective investors should consider carefully the risks set forth in this Base Prospectus, the other information contained in this Base Prospectus, and those risk factors detailed on pages 12 to 17 of the EMTN Base Prospectus prior to making any investment decision with respect to the Securities. Each of the risks highlighted could have a material adverse effect on the amount of principal and the return, which investors will receive in respect of the Securities. In addition, each of the risks highlighted could adversely affect the trading price of the Securities or the rights of investors under the Securities and, as a result, investors could lose some or all of their investment. See "*Risk Factors*".

RISK FACTORS

Prospective investors should consider carefully the risks set forth below, the other information contained in this Base Prospectus, and those risk factors detailed on pages 12 to 17 of the GMTN Base Prospectus prior to making any investment decision with respect to the Securities. Each of the risks highlighted could have a material adverse effect on the amount of principal and the return, which investors will receive in respect of the Securities. In addition, each of the risks highlighted below could adversely affect the trading price of the Securities or the rights of investors under the Securities and, as a result, investors could lose some or all of their investment.

Prospective investors should note that the risk factors set out below and those risk factors detailed on pages 12 to 17 of the GMTN Base Prospectus are the risks that the Issuer currently considers material but are not the only risks that the Issuer faces. There may be additional risks that the Issuer currently considers to be immaterial or of which the Issuer is currently unaware.

The Securities involve complex risks, which include equity market risks and may include interest rate, foreign exchange and/or political risks. Such risks will be heightened with respect to any Securities which involve emerging markets or any degree of leverage.

Before buying Securities, investors should carefully consider, among other things, (i) the trading price of the Reference Units or the Index level (as applicable), (ii) the value and volatility of the Reference Units or Index level (as applicable), (iii) any change(s) in interim interest rates and dividend yields, (iv) any change(s) in currency exchange rates, (v) the depth of the market or liquidity of the Reference Units or Shares of the relevant Index (as applicable), (vi) the possible range of redemption amounts and (vii) any related transaction costs.

Limited Liquidity of the Securities

It is not possible to predict the price at which the Securities will trade in the secondary market or whether such market will be liquid or illiquid or exist at all. The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held or resold or surrendered for cancellation. The secondary market for Securities may be limited or non-existent. Potentially, the only way in which a Securityholder can realise any value from a Security prior to the Maturity Date in relation to such Security is to sell it. The price at which value is realised may be significantly less than invested and may not reflect the economic value of expected cashflows under the Securities.

Change in Value of the Reference Units

Investors should be aware that the Securities that are linked to the Reference Units bear certain risks. Depending on the performance of the Reference Units, the value of the Reference Units at maturity may be substantially lower than when the Securities were initially purchased resulting in the value of the Securities being materially adversely affected. There is no assurance that investors will receive the principal amount of each Security at maturity, and the amount received may be less than the principal amount. In the worst case, the Securities may redeem at nil, thus exposing investors to the full loss of their initial investment. If investors have any doubt on the risk level implied, they should consult a professional investment adviser.

Fluctuations in the prices of the Reference Units will affect the value of the Securities and may have a greater effect on the value of the Securities which involve any degree of leverage.

Index Linked Notes

The Issuer may issue Notes with principal or interest on the Notes determined by reference to the value of an equity index or to a basket of equity indices. The market value for the Notes will be affected by a number of factors independent of the creditworthiness of the Issuer and the value of the equity index or indices, as appropriate, including but not limited to, the volatility of the equity index or indices, as appropriate, the dividend rate on the shares comprising the equity index or indices, as appropriate, the financial results and prospects of the relevant share issuers comprising the equity index or indices, as appropriate, market interest and yield rates and the time remaining to any redemption date or the maturity date. In addition, the value of the equity index or indices, as appropriate, will depend on a number of inter-related factors, including economic, financial and political events in countries where the relevant

share issuers operate and elsewhere, including factors affecting capital markets generally and the stock exchanges on which the shares are traded. The price at which a Noteholder will be able to sell Notes prior to maturity may be at a discount, which could be substantial, from the accreted principal amount thereof, if, at such time, the market price of the indices is below, equal to or not sufficiently above the market price of the indices at the Issue Date of the Notes. The rules governing the composition and calculation of the relevant underlying Index might stipulate that dividends distributed on its components do not lead to a rise in the index level, for example, if it is a "price" index, which may lead to a decrease in the index level if all other circumstances remain the same. As a result, in such cases the holders of Notes in respect of which an underlying asset is such an Index will not participate in dividends or other distributions paid on the components comprising the Index. Even if the rules of the relevant underlying Index provide that distributed dividends or other distributions of the components are reinvested in the Index and therefore result in raising its level, in some circumstances the dividends or other distributions may not be fully reinvested in such Index. The Issuer will not provide prospective investors of Notes with any information or advice with respect to the equity index or indices, as appropriate, and shall make no representation as to the credit quality of the share issuers comprising an index. The Issuer will make no representation or warranty about, or guarantee of, the performance of the equity index or indices, as appropriate. Past performance of the equity index or indices, as appropriate, cannot be considered to be either a guarantee of, or a guide to, future performance. Before buying Notes, prospective investors should carefully consider, among other things, (i) the trading price of the Notes, (ii) the value and volatility of the equity index or indices, as appropriate, (iii) the probable range of redemption amounts, (iv) any change(s) in interim interest rates and dividend yields, (v) any change(s) in currency exchange rates, (vi) the depth of the market or liquidity of the equity index or indices, as appropriate, and (vii) any related transaction costs.

No provision of advice

The Issuer has not provided and will not provide prospective purchasers of Securities with any information or advice with respect to the Reference Units or Indices, the Reference Issuer or the Reference Jurisdictions and makes no representation as to the credit quality of the Reference Issuer or the Reference Jurisdictions. The Issuer may have acquired, or during the term of the Securities may acquire, non-public information with respect to the Reference Issuer or the Reference Jurisdictions, which may not be provided to the Securityholders.

Public information regarding Reference Units

Reference Units may be listed on Exchanges in jurisdictions where public disclosure requirements are lower than Securityholders might expect and/or *de minimus*. Information about the Reference Units that is material and could affect the trading price or redemption price of the Securities may not be publicly available and Securityholders may have difficulty acquiring this information.

No guarantee as to performance

The Issuer makes no representation or warranty about, or guarantee of, the performance of the Reference Units or Index levels. Past performance of the Reference Units or Indices cannot be considered to be either a guarantee of, or a guide to, future performance. The value of the Reference Units and level of Indices may go down as well as up during the term of the Securities.

Taxation in jurisdiction of Reference Issuer

The value of Reference Units (or the level of an Index) could be adversely affected by taxation levels in the jurisdiction of the Reference Issuer or obligor in respect of Index components. Levels of taxation in such jurisdictions are subject to change and could be volatile and such changes could adversely affect the value of the Securities. There is no guarantee that relevant levels of taxation will remain the same or less than at the Issue Date of the Notes.

Local Custodian Risk

The return on the Securities may, as specified in the relevant Final Terms, be linked to the proceeds that a Hypothetical Broker Dealer would receive in respect of the sale of shares, GDRs or the realisation proceeds of hedging arrangements. The Issuer may determine that a Hypothetical Broker Dealer would hold such Reference Units or other underlying assets using local custodians (which could be in the

jurisdictions where the Reference Issuer is located or where the Reference Units are listed). Such local custodians may not be Affiliates of the Issuer and would be subject to local laws including with regards to insolvency and segregation of assets. The operation of such laws could adversely affect the proceeds a Hypothetical Broker Dealer would receive upon liquidation of such assets, which could in turn adversely affect the value of the Securities.

Market Value of the Securities

The market value for the Securities will be affected by a number of factors independent of the creditworthiness of the Issuer and the value of the Reference Units or Index levels, including but not limited to, the volatility of the Reference Units or Indices, the return rate on the Reference Units or Indices, the financial results and prospects of the relevant Reference Issuer, market interest and yield rates and the time remaining to any redemption date or the Maturity Date. In addition, the value of the Reference Units and Index levels depends on a number of inter-related factors, including economic, financial and political events in countries where the relevant Reference Issuer operates and elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Reference Units are traded. The price at which a Securityholder will be able to sell Securities prior to maturity may be at a discount, which could be substantial, from the accreted principal amount thereof, if, at such time, the market price of the Reference Units or Index level is below, equal to or not sufficiently above the market price of the Reference Units or Index level at the date of the Final Terms pursuant to which the relevant Securities were issued.

No claim against a Reference Issuer or Reference Unit

A Security will not represent a claim against any Reference Issuer or interest in any Index or its components and, in the event of any loss, a Securityholder will not have recourse under a Security to any Reference Issuer nor shall a Securityholder have any legal, beneficial or other interest whatsoever in any of the Reference Units or Index or the components thereof.

No entitlement to physical delivery

Securityholders shall have no right to take physical delivery of any Reference Units or Shares of an Index or other underlying assets in respect of the Securities and therefore the return on the Securities will be dependent on, among other factors, the published price of the Reference Units or Indices or the price at which the Issuer is able to liquidate its hedging arrangements.

Issuer's Hedging Activities

The Issuer or its Affiliates may carry out hedging activities related to the Securities including purchasing the relevant Reference Units or other underlying assets (or components thereof). The Issuer and/or its Affiliates may also purchase and sell Reference Units or other underlying assets (or components thereof) on a regular basis as part of their securities business. Any of these activities could potentially affect the value of the Reference Units, Index levels or other underlying assets and affect the value of the Securities. However, there is no obligation on the Issuer to hold any Reference Units or other underlying assets in connection with any Securities.

No Voting Rights

If voting rights are attached to any Reference Units, neither the Issuer nor any of its Affiliates is obliged to take account of the interests of the Securityholders and it is therefore possible that such rights may be exercised in a manner which is contrary to the interests of Securityholders.

Issuer Risk

The Securities involve the risk that they may become worthless if the Issuer becomes insolvent or fails to comply with the terms of the Securities. In such cases, it is possible that the Securityholder will lose all or part of its invested principal, or that the Securityholder will fail to secure the return on the Securities that it expects from such Security. The credit rating of the Issuer may change during the life of the Securities.

Emerging Markets

An investment in the Securities may represent an investment in, among other things, emerging markets. Emerging Markets are located in countries that possess one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as event risk, political risk, economic risk, credit risk, currency rate risk, market risk, liquidity/gapping risk, regulatory/legal risk, trade settlement, processing and clearing risks and bondholder/shareholder risk as further described below.

Event Risk

On occasion, a country or region will suffer an unforeseen catastrophic event (for example, a natural disaster) which causes disturbances in its financial markets, including rapid movements in its currency, that will effect the value of securities in, or which relate to, that country. Furthermore, the value of the Reference Units, and in turn the Securities, and any income derived therefrom can be effected by global events, including events (political, economic or otherwise) occurring in a country other than that in which the Securities are issued or traded.

Political Risk

Many emerging markets countries are undergoing, or have undergone in recent years, significant political change which has affected government policy, including the regulation of industry, trade, financial markets and foreign and domestic investment. The relative inexperience with such policies and instability of these political systems leaves them more vulnerable to economic hardship, public unrest or popular dissatisfaction with reform, political or diplomatic developments, social, ethnic, or religious instability or changes in government policies. Such circumstances, in turn, could lead to a reversal of some or all political reforms, a backlash against foreign investment, and possibly even a turn away from a market-oriented economy. For Securityholders, the results may include confiscatory taxation, exchange controls, compulsory re-acquisition, nationalisation or expropriation of foreign-owned assets without adequate compensation or the restructuring of particular industry sectors in a way that could adversely affect investments in those sectors. Any perceived, actual or expected disruptions or changes in government policies of a country, by elections or otherwise, can have a major impact on the value of the Reference Units, and in turn the Securities, linked to those countries.

Economic Risk

The economies of emerging markets countries are by their nature in early or intermediate stages of economic development, and therefore more vulnerable to rising interest rates and inflation. In fact, in many countries, high interest and inflation rates are the norm. Rates of economic growth, corporate profits, domestic and international flows of funds, external and sovereign debt, dependence on international trade, and sensitivity to world commodity prices play key roles in economic development, yet vary greatly from country to country. Businesses and governments in these countries may have a limited history of operating under market conditions. Accordingly, when compared to more developed countries, businesses and governments of emerging markets countries are relatively inexperienced in dealing with market conditions and have a limited capital base from which to borrow funds and develop their operations and economies. In addition, the lack of an economically feasible tax regime in certain countries poses the risk of sudden imposition of arbitrary or excessive taxes, which could adversely affect foreign Securityholders. Furthermore, many emerging markets countries lack a strong infrastructure and banks and other financial institutions may not be well-developed or well regulated. All of the above factors, among others, can affect the proper functioning of the economy and have a corresponding adverse effect on the performance of the Reference Units, and in turn the Securities, linked to a particular market.

Credit Risk

Securityholders will be exposed to the credit risk of the issuer of any Reference Units. Emerging markets sovereign and corporate debt or equity tends to be riskier than sovereign and corporate debt in established markets. Issuers and obligors of debt in these countries are more likely to be unable to make timely coupon or principal payments, thereby causing the underlying debt or loan to go into default. The sovereign debt of some countries is currently in technical default and there are no guarantees that such debt will eventually be restructured (possibly in a Brady Bond-like arrangement) allowing for a more

liquid market in that debt. The measure of a company's or government's ability to repay its debt affects not only the market for that particular debt, but also the market for all securities related to that company or country.

Additionally, evaluating credit risk for foreign bonds involves greater uncertainty because credit rating agencies throughout the world have different standards, making comparisons across countries difficult. Many debt securities are simply unrated and may already be in default or considered distressed. There is often less publicly available business and financial information about foreign issuers than those in developed countries. Furthermore, foreign companies are often not subject to uniform accounting, auditing and financial reporting standards. Also, some emerging markets countries may have accounting standards that bear little or no resemblance to, or may not even be reconcilable with, International Accounting Standards.

Currency Risk

The Securities may be denominated in currencies other than United States dollars, euro or pounds sterling. The weakening of a country's currency relative to the US dollar or other benchmark currencies will negatively affect the benchmark value of an instrument denominated in that currency. Currency valuations are linked to a host of economic, social and political factors and can fluctuate greatly, even during intra-day trading. It is important to note that some countries have foreign exchange controls which may include the suspension of the ability to exchange or transfer currency, or the devaluation of the currency which could delay or prevent the repatriation of investments. Such exchange controls could adversely affect the value of the Securities, or prevent or delay investors from receiving a return on their Securities in the currency of denomination. Hedging can increase or decrease the exposure to any one currency, but may not eliminate completely exposure to changing currency values.

Market Risk

The emerging equity and debt markets of many emerging markets countries, like their economies, are in the early stages of development. These financial markets generally lack the level of transparency, liquidity, efficiency and regulation found in more developed markets. It is important, therefore, to be familiar with secondary market trading in emerging markets securities and the terminology and conventions applicable to transactions in these markets.

Price volatility in many of these markets can be extreme. Price discrepancies can be common and market dislocation is not uncommon. Additionally, as news about a country becomes available, the financial markets may react with dramatic upswings and/or downswings in prices during a very short period of time. These markets also might not have regulations governing manipulation and insider trading or other provisions designed to "level the playing field" with respect to the availability of information and the use or misuse thereof in such markets. It may be difficult to employ certain risk management practices for emerging markets securities, such as forward currency exchange contracts, stock options, currency options, stock and stock index options, futures contracts and options on futures contracts. The act of buying or selling a Reference Unit as a hedge to the Issuer's obligations under a Security may affect the market price of these Reference Units in a way which is materially detrimental to the value of the Securities.

Liquidity/Gapping Risk

Liquidity of the Reference Units is directly affected by the supply and demand for those Reference Units. As the supply of potential sellers increases or demand by potential buyers decreases, or both, liquidity of the Reference Units will decrease and bid/offer spreads will generally widen. In respect of certain Reference Units, because of their structure, liquidity is affected by the costs of unwinding an embedded transaction. Natural disasters and economic, social, and political developments in a country can cause a decrease in the liquidity of investments related to that country, thereby making it difficult to sell promptly at an acceptable price. In addition, the failure, pending failure or financial difficulties of an entity holding significant positions in certain types of securities may trigger a decrease in the liquidity and value of the same or similar type of securities. The sale of certain Reference Units, including illiquid Reference Units, could also be subject to legal restrictions in some countries.

Regulatory/Legal Risk

In emerging markets countries there is generally less government supervision and regulation of business and industry practices, stock exchanges, over-the-counter markets, brokers, dealers and issuers than in more developed countries. Whatever supervision is in place may be subject to manipulation or control. Many countries have mature legal systems comparable to those of more developed countries, while others do not. The process of regulatory and legal reform may not proceed at the same pace as market developments, which could result in confusion and uncertainty and, ultimately, increased investment risk. Legislation to safeguard the rights of private ownership may not yet be in place in certain areas, and there may be the risk of conflict among local, regional and national requirements. In certain areas, the laws and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary application or interpretation and may be changed with retroactive effect. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. Judges and courts in many countries are generally inexperienced in the areas of business and corporate law. Companies are exposed to the risk that legislatures will revise established law solely in response to economic or political pressure or popular discontent. There is no guarantee that a foreign Securityholder would obtain a satisfactory remedy in local courts in case of a breach of local laws or regulations or a dispute over ownership of assets.

Trade Settlement, Processing and Clearing

Many emerging markets have different clearance and settlement procedures from those in more developed countries. For many emerging markets securities, there is no central clearing mechanism for settling trades and no central depository or custodian for the safe keeping of securities. Custodians can include domestic and foreign custodian banks and depositories, among others. The registration, recordkeeping and transfer of Securities may be carried out manually, which may cause delays in the recording of ownership. Where applicable, the Issuer will settle trades in emerging markets securities in accordance with the current market practice, which may include market practice developed for such transactions by the Emerging Markets Traders Association ("**EMTA**"). Otherwise, the transaction may be settled in accordance with the practice and procedure (to the extent applicable) of the relevant market. There are times when settlement dates are extended, and during the interim the market value of the Reference Units, and in turn the Securities, may change. Moreover, certain markets have experienced times when settlements did not keep pace with the volume of transactions resulting in settlement difficulties. Because of the lack of standardised settlement procedures, settlement risk is more prominent than in more mature markets.

Bondholder/Shareholder Risk

Rules in emerging markets countries regulating the ownership and corporate governance of companies (for example, requiring the disclosure of large ownership positions or governing tender offers by majority shareholders) may not exist or may provide little protection to bondholders and shareholders. Disclosure and reporting requirements in general, from annual and quarterly reports to prospectus content and delivery, may be minimal or non-existent. Antifraud and insider trading law is generally not very developed in many emerging markets countries. There may be no prohibitions or restrictions under local law on the ability of management to terminate existing business operations, sell or dispose of assets, or otherwise materially affect the value of the company without the consent of its shareholders. Antidilution protection may also be very limited. There may be no fiduciary duty, or a limited concept of fiduciary duty, on the part of management or the directors to the company or to the shareholders as a whole or minority shareholders. Remedies for violations of shareholders' rights may be difficult to obtain because of the absence of a system of derivative or class action litigation.

Jurisdictional Event

Where "**Jurisdictional Event**" is specified to be applicable, the amount payable under the Securities may be reduced if the value of the proceeds of the Issuer's hedging arrangements are reduced as a result of various matters (described as Jurisdictional Events) relating to risks connected with the relevant country or countries specified as Reference Jurisdictions.

Non-Convertibility Condition

In the event that a Non-Convertibility Condition (as described in Participation Security Condition 11 (*Non-Convertibility*)) exists at maturity (including upon any early redemption of the Securities) then payment to the Securityholders shall be postponed pursuant to Participation Security Condition 11 (*Non-Convertibility*) until such event ceases to exist. If such Non-Convertibility Condition still exists five years after the date on which such Non-Convertibility Condition first existed then no further amounts shall be payable to the Securityholders in respect thereof.

Taxation and no gross-up

Each Securityholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Securities. In the event that any withholding tax or deduction for tax is imposed on payments of interest or principal on the Securities, the Securityholders will not be entitled to receive grossed-up amounts to compensate for such withholding tax and no Event of Default shall occur as a result of any such withholding or deduction.

Securities may be redeemed early

Securities may be redeemed early if, among other things, the Issuer determines in good faith that the performance of its obligations thereunder, or that any arrangement made to hedge its obligations thereunder, has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance by the Issuer with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or any change in the interpretation thereof.

PARTICIPATION SECURITY TERMS AND CONDITIONS

These "**Participation Security Terms and Conditions**" are supplemental to, and should be read and construed in accordance with, in respect of Warrants and Certificates, the General Terms and Conditions of Warrants and Certificates and, in respect of Notes, the General Terms and Conditions of the Notes. Terms defined in the General Terms and Conditions of the Notes and/or the General Terms and Conditions of Warrants and Certificates have the same meaning in these Participation Security Terms and Conditions.

In the event of any inconsistency between the Participation Security Terms and Conditions and, in respect of Warrants and Certificates, the General Terms and Conditions of Warrants and Certificates or, in respect of Notes, the General Terms and Conditions of the Notes, the Participation Security Terms and Conditions will prevail.

"**Participation Security Condition**" refers to the specified provision of these Participation Security Terms and Conditions, "**General Warrant and Certificate Condition**" refers to the specified provision of the General Terms and Conditions of Warrants and Certificates and "**General Note Condition**" refers to the specified provision of the General Terms and Conditions of the Notes.

1. Definitions

"**Adjustment Event**" means a Potential Adjustment Event, a Merger Event, a Tender Offer, a Nationalisation, a Delisting, a Liquidation, a Change of Law or an Insolvency Filing.

"**Aggregate Number of Reference Units**" means, in respect of the Notes, the Number of Reference Units per Note multiplied by the Outstanding Number of Notes, rounded down to the nearest integral number of Reference Units, in respect of the Warrants, the Outstanding Number of Warrants and, in respect of the Certificates, the Outstanding Number of Certificates.

"**Banking Day**" means, in respect of any city, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in such city.

"**Business Day**" means, in relation to a city, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in such city.

"**Clearing System**" means Clearstream Banking, société anonyme, Euroclear Bank SA/NV, and any other clearing system as specified in the Final Terms, or any successor entity thereto.

"**Clearing System Business Day**" means any day on which the relevant Clearing System is open for business.

"**Closing Price**" means the average price of one Reference Unit quoted on the relevant Exchange as determined by the Issuer as at the Valuation Time on the relevant Exchange on each Sale Date or, in respect of an early redemption pursuant to Participation Security Condition 6 (*Mandatory Early Redemption*), on the Early Redemption Fixing Date.

"**Combined Reference Units**" has the meaning given in Participation Security Condition 3(b) (*Final Redemption Amount for Securities linked to both Shares and GDRs*).

"**Commission**" has the meaning given in Participation Security Condition 3(c) (*Final Redemption: Definitions*).

"**Conversion Costs**" has the meaning given in Participation Security Condition 3(c) (*Final Redemption: Definitions*).

"**Conversion Period**" means the period from and including the Issue Date to and including the Final Fixing Date, or in respect of an early redemption pursuant to Participation Security Condition 6 (*Mandatory Early Redemption*), the Early Redemption Fixing Date.

"Currency Business Day" means a day which is a Banking Day in London and in the Additional Financial Centre(s) if any (as specified in the Final Terms) and on which commercial banks and foreign exchange markets are generally open to settle payments in the city or cities determined by the Issuer to be the principal financial centre(s) for the Settlement Currency.

"Cut-off Time" means, in respect of the relevant Clearing System through which the relevant Security is held, 9.00 a.m. (London time) or such other time or times as the Issuer may determine to be necessary in accordance with the operational procedures of the relevant Clearing System and notify to the Securityholders in accordance with General Warrants and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*), as applicable.

"Delisting" has the meaning given in Participation Security Condition 8(d) (*Nationalisation or Delisting*).

"Disrupted Day" means any Scheduled Trading Day on which (i) the Exchange fails to open for trading during its regular trading session, (ii) any Related Exchange fails to open for trading during its regular trading session and/or (iii) on which a Market Disruption Event has occurred.

"Distribution Payment Amount" and **"Distribution Payment Date(s)"** have the meanings given in Participation Security Condition 5 (*Distribution Payment Amount*).

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

"Early Redemption Amount" has the meaning given in Participation Security Condition 6(b) (*Mandatory Early Redemption: Definitions*).

"Early Redemption Date" means the date designated by the Issuer for early redemption pursuant to Participation Security Condition 6(a) (*Mandatory Early Redemption*), 8(b) (*Consequences of a Merger Event*), 8(c) (*Consequences of a Tender Offer*), 8(d) (*Nationalisation or Delisting*), 8(e) (*Liquidation*), 9 (*Adjustments in respect of Jurisdictional Events or Hedging Termination Events*) or 10(c) (*Consequences of an Addition Disruption Event*).

"Early Redemption Fixing Date" has the meaning given in Participation Security Condition 6(b) (*Mandatory Early Redemption: Definitions*).

"Early Redemption Notification Date" means the date on which notice of an early redemption is delivered or deemed to be delivered by the Issuer to the Securityholders in accordance with Participation Security Condition 6(a) (*Mandatory Early Redemption*), 8(b) (*Consequences of a Merger Event*), 8(c) (*Consequences of a Tender Offer*), 8(d) (*Nationalisation or Delisting*), 8(e) (*Liquidation*), 9 (*Adjustments in respect of Jurisdictional Events or Hedging Termination Events*) or 10(c) (*Consequences of an Addition Disruption Event*).

"Early Redemption Reference Price", "Early Redemption Shares" and "Early Redemption GDRs" each have the meanings given in Participation Security Condition 6(b) (*Mandatory Early Redemption: Definitions*).

"Exchange" means each stock exchange so specified in the Final Terms or such other stock exchange on which the Reference Units are, in the determination of the Issuer, traded or quoted as the Issuer may (in its absolute discretion) select and notify to Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*), as applicable, or (in any such case) any transferee or successor 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 Issuer) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Reference Units on an Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options relating to the Reference Units on any relevant Related Exchange.

"Extraordinary Dividend" means an amount per Share specified or otherwise determined as provided in the relevant Final Terms. If no Extraordinary Dividend is specified in or otherwise determined as provided in the relevant Final Terms, the characterisation of a dividend or portion thereof as an Extraordinary Dividend shall be determined by the Calculation Agent.

"Final Fixing Date" means the date specified as such in the Final Terms, or if such date is not a Scheduled Trading Day the next following Scheduled Trading Day.

"Final GDRs" has the meaning given in Participation Security Condition 3(c) (*Final Redemption: Definitions*).

"Final Redemption Amount" has the meaning given in Participation Security Condition 3 (*Final Redemption Amount*).

"Final Reference Price" means the Volume Weighted Average Price, the Closing Price, or the Issuer Execution Price, as specified in the Final Terms.

"Final Sale Date" has the meaning given in Participation Security Condition 4 (*Extension of the Sale Period*).

"Final Shares" has the meaning given in Participation Security Condition 3(c) (*Final Redemption: Definitions*).

"GDRs" means the global depository receipts specified in the Final Terms or any global depository receipts into which Shares specified in the Final Terms have been converted during the Conversion Period.

"Hedge Proceeds" means the cash amount constituting the proceeds that the Calculation Agent determines would have been received by a Hypothetical Broker Dealer in respect of any Hedging Arrangements, subject to a minimum of zero.

"Hedging Arrangements" means any hedging arrangements, as determined by the Calculation Agent, that a Hypothetical Broker Dealer would have entered into at any time in respect of the Securities, including without limitation the purchase and/or sale of any Reference Units, any shares or units in funds linked to the performance of the Reference Units, any options or futures on such Reference Units or any depository receipts in respect of the Shares (if applicable) comprised in an Index or traded on an Exchange or Related Exchange at any time and any associated foreign exchange transactions.

"Hedging Termination Event" means any condition arises which, in the opinion of the Calculation Agent, in its sole and absolute discretion, has the effect of prohibiting or restricting the ability of the Issuer or its Affiliates to hedge or continue to hedge its position under the Securities including, to remain the owner of, or to acquire or freely transfer (otherwise than as provided in the terms of the Reference Units) the Reference Currency, any Intermediate Currency, the Settlement Currency or the Reference Units or any Securities or positions forming its Hedging Arrangements, when compared to the position on the Trade Date.

"Hypothetical Broker Dealer" means a hypothetical person resident in the same jurisdiction as, and subject to the same securities, tax and other laws and rules and regulations of any financial and securities regulators, exchanges and self-regulating organisations as apply to, the Issuer or any of its Affiliates as designated by the Issuer.

"Intermediate Currency" has the meaning given in Participation Security Condition 11 (*Non-Convertibility*).

"Issue Price" means the price specified in the Final Terms.

"Issuer Execution Price" means the volume weighted average price per Reference Unit calculated by the Issuer by reference to the price at which a Hypothetical Broker Dealer would have sold the Reference Units or realised any Hedging Arrangements on a best efforts basis during the Sale Period (or, in respect of an early redemption pursuant to Participation Security Condition 6 (*Mandatory Early Redemption*), on the Early Redemption Fixing Date) as determined by the Issuer in its sole and absolute discretion.

"Jurisdictional Event" means (i) any event, whether of general application or otherwise, which occurs as a result of present or future risks in or connected with the Reference Jurisdiction(s) including, but not limited to, risks associated with fraud and/or corruption, political risk, legal uncertainty, imposition of foreign exchange controls or capital controls, changes in laws or regulations and changes in the interpretation and/or enforcement of laws and regulations (including without limitation those relating to taxation) and other legal and/or sovereign risks, or (ii) the Issuer determines that it is not able to buy and/or sell Reference Units via a trading system commonly used within the Reference Jurisdiction(s) for that kind of Reference Units or such trading system fails to calculate and publish the price of the Reference Units on a day on which the Issuer determines that such calculation and publication was otherwise expected to be made and in the case of (i) and (ii) which has or may have (as determined in the absolute discretion of the Issuer) the effect of reducing or eliminating the value of the Hedge Proceeds at any time.

"Mandatory Early Redemption Event" has the meaning given in Participation Security Condition 6(b) (*Mandatory Early Redemption: Definitions*).

"Market Disruption Event" means the occurrence or existence on any Scheduled Trading Day of either (i) a Trading Disruption or an Exchange Disruption which in either case the Issuer determines is material or (ii) an Early Closure, in each case as determined by the Issuer in its sole and absolute discretion,.

"Maturity Date" means the later of (i) the Scheduled Maturity Date and (ii) the date which is two Currency Business Days following the Final Sale Date.

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

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

"Nationalisation" has the meaning given in Participation Security Condition 8(d) (*Nationalisation or Delisting*).

"Non-Convertibility Condition" has the meaning given in Participation Security Condition 11 (*Non-Convertibility*).

"Number of Certificates" means the initial number of Certificates, plus the number of Certificates (if any) issued pursuant to General Warrant and Certificate Condition 7 (*Further Issues*).

"Number of Notes" means the initial aggregate principal amount of Notes, plus the aggregate principal amount of Notes (if any) issued pursuant to General Note Condition 10 (*Further Issues*), divided by the Specified Denomination.

"Number of Warrants" means the initial number of Warrants, plus the number of Warrants (if any) issued pursuant to General Warrant and Certificate Condition 7 (*Further Issues*).

"Number of Reference Units per Note" means, subject to Participation Security Condition 8 (*Adjustments*), the Number of GDRs per Note and/or the Number of Shares per Note specified in the Final Terms.

"Outstanding Number of Certificates" means the Number of Certificates as reduced at any date by (i) the number of Certificates which have then been repurchased and cancelled and (ii) the number of Certificates in respect of which an Early Redemption Date has occurred.

"Outstanding Number of Notes" means the Number of Notes as reduced at any date by (i) the number of Notes which have been repurchased and cancelled and (ii) the number of Notes in respect of which an Early Redemption Date has occurred.

"Outstanding Number of Securities" means, in respect of an issue of Warrants, the Outstanding Number of Warrants, in respect of an issue of Certificates, the Outstanding Number of Certificates, and in respect of an Issue of Notes, the Outstanding Number of Notes.

"Outstanding Number of Warrants" means the Number of Warrants as reduced at any date by (i) the number of Warrants which have then been repurchased and cancelled and (ii) the number of Warrants in respect of which an Early Redemption Date has occurred.

"Redemption Amount" means the Final Redemption Amount or the Early Redemption Amount, as the context requires.

"Reference Issuer" means the reference issuer specified in the Final Terms.

"Reference Jurisdiction(s)" means the jurisdiction(s) specified as such in the Final Terms. If none is specified, the Reference Jurisdictions are the jurisdiction in which the Reference Issuer is incorporated and the jurisdiction of which any Intermediate Currency is the lawful currency.

"Reference Units" means the Shares and/or the GDRs (any reference to a **"Reference Unit"** shall be to one unit of the Reference Units).

"Regulatory Change Cost" means the amount determined by the Calculation Agent to be such sum expressed as a percentage of the Final Reference Price or Early Redemption Reference Price, as applicable, which equals the cost as a result of Change of Law, which the Issuer or its Affiliates would have incurred had it held the Reference Units in connection with the Notes.

"Related Exchange(s)" means the Related Exchange(s), if any, as specified in the Final Terms, or such other options or futures exchange(s) as the Issuer may, in its absolute discretion, select and notify to Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*), as applicable, or, in any such case, any transferee or successor exchange.

"Relevant Exchange Rate" means the reference exchange rate for the conversion of the relevant currency into the Settlement Currency (or the effective rate resulting from the application of rates into and out of one or more Intermediate Currencies) as the Issuer may determine to be the prevailing spot rate for such exchange.

"Sale Date" means any Scheduled Trading Day during the Sale Period.

"Sale Period" means either (i) the period of a number of Scheduled Trading Days ending on, and including, the Final Fixing Date, as specified in the Final Terms or (ii) the Final Fixing Date, as specified in the Final Terms **provided that** if the Sale Period is not specified in the Final Terms, then the Sale Period shall be the period of five Scheduled Trading Days ending on, and including the Final Fixing Date.

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

"Scheduled Maturity Date" means the date which falls two Currency Business Days after the Final Fixing Date.

"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.

"Securityholders" means the Warrant holders, the Certificate holders and the Note holders and a **"Securityholder"** means any of them.

"Settlement Currency" means, with respect to a series of Securities, the Specified Currency in the Final Terms.

"Shares" means the shares specified in the Final Terms or any shares into which GDRs specified in the Final Terms have been converted during the Conversion Period.

"Tender Offer" means, in respect of the Shares, 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, more than 10 per cent. and less than 100 per cent. of the outstanding voting Shares of the Reference Issuer, as determined by the Issuer, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Issuer deems in its determination relevant.

"Tender Offer Date" means, in respect of a Tender Offer, the date on which 10 per cent. of the voting Shares are actually purchased or otherwise obtained (as determined by the Issuer).

"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 (i) relating to the Reference Units on the Exchange or (ii) in futures or options contracts relating to the Reference Units on any Related Exchange.

"Valuation Time" means the close of trading on the relevant Exchange in relation to Reference Units on the Valuation Date, or such other time as the Issuer may select in its absolute discretion and notify to Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*), as applicable. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

"Volume Weighted Average Price" means, in respect of the Reference Units, the average of the volume weighted average prices per Reference Unit as reported by the relevant Exchange on each Sale Date or, in respect of an early redemption pursuant to Participation Security Condition 6 (*Mandatory Early Redemption*), on the Early Redemption Fixing Date.

2. **Redemption and Payment**

The Issuer will pay or cause to be paid:

- (i) on the Maturity Date the Final Redemption Amount in respect of the Securities;
- (ii) on the Distribution Payment Dates (if any) the Distribution Payment Amount; and

(iii) on the Early Redemption Date the Early Redemption Amount,

in each case in the Settlement Currency in accordance with General Warrant and Certificate Condition 3 (*Redemption and Payment*) or General Note Condition 4 (*Payments*), **provided that** if any such day is not a Currency Business Day, the Issuer will make the relevant payment on the immediately following Currency Business Day.

3. **Final Redemption Amount**

(a) ***Final Redemption Amount for Securities linked to either Shares or GDRs***

(i) *Warrants and Certificates*

In respect of Warrants and Certificates linked to either Shares or GDRs, the "**Final Redemption Amount**" per Warrant or, as the case may be, Certificate shall be an amount in the Settlement Currency as determined by the Issuer in accordance with the following formula, subject to a minimum of zero:

$$\frac{\text{Final Reference Price} \times (1 - \text{Commission})}{\text{Relevant Exchange Rate}}$$

less the pro rata proportion of any taxes or stamp duty incurred (or which would be incurred) on the sale of the Aggregate Number of Reference Units and/or unwinding of Hedging Arrangements relating thereto and rounded down to the smallest unit of the Settlement Currency, subject to Participation Security Condition 3(b) (*Final Redemption Amount for Securities linked to both Shares and GDRs*), Participation Security Condition 8 (*Adjustments*), Participation Security Condition 9 (*Adjustments in respect of Jurisdictional Events or Hedging Termination Events*) and Participation Security Condition 11 (*Non-Convertibility*) below, all as determined by the Issuer.

(ii) *Notes*

In respect of Notes linked to either Shares or GDRs, the "**Final Redemption Amount**" per Note shall be an amount in the Settlement Currency as determined by the Issuer in accordance with the following formula, subject to a minimum of zero:

$$\frac{\text{Number of Reference Units per Note} \times \text{Final Reference Price} \times (1 - \text{Commission})}{\text{Relevant Exchange Rate}}$$

less the pro rata proportion of any taxes or stamp duty incurred (or which would be incurred) on the sale of the Aggregate Number of Reference Units and/or unwinding of Hedging Arrangements relating thereto and rounded down to the smallest unit of the Settlement Currency, subject to Participation Security Condition 3(b) (*Final Redemption Amount for Securities linked to both Shares and GDRs*), Participation Security Condition 8 (*Adjustments*), Participation Security Condition 9 (*Adjustments in respect of Jurisdictional Events or Hedging Termination Events*) and Participation Security Condition 11 (*Non-Convertibility*) below, all as determined by the Issuer.

(b) ***Final Redemption Amount for Securities linked to both Shares and GDRs***

If the Reference Units comprise GDRs and Shares on the Final Fixing Date due to any conversion of Shares into GDRs or vice versa during the Conversion Period under the GDR programme of the Reference Issuer (such Reference Units, "**Combined Reference Units**"), the "**Final Redemption Amount**" per Security shall be calculated in accordance with the following formula, subject to a minimum of zero:

$$\frac{1}{\text{Outstanding Number of Securities}} \times \left[\frac{\text{Final Shares} \times (\text{Final Reference Price} - \text{Conversion Costs}) \times (1 - \text{Share Commission})}{\text{Relevant Exchange Rate}} + \frac{\text{Final GDRs} \times (\text{Final Reference Price} - \text{Conversion Costs}) \times (1 - \text{GDR Commission})}{\text{Relevant Exchange Rate}} \right]$$

less the pro rata proportion of any taxes or stamp duty (or which would be incurred) on the sale of the Final Shares and Final GDRs and/or the unwinding of the Hedging Arrangements relating thereto and rounded down to the smallest unit of the Settlement Currency, subject to Participation Security Condition 8 (*Adjustments*), Participation Security Condition 9 (*Adjustments in respect of Jurisdictional Events or Hedging Termination Events*) and Participation Security Condition 11 (*Non-Convertibility*) below all as determined by the Issuer.

(c) ***Final Redemption: Definitions***

"**Commission**" means an amount in the currency in which the Final Reference Price, or the Early Redemption Reference Price, as applicable, is determined equal to any commission and transaction costs per Reference Unit incurred (or which would be incurred) in respect of the sale of the Aggregate Number of Reference Units, expressed as a percentage of the Final Reference Price, or the Early Redemption Reference Price, as applicable, as determined by the Issuer in its sole and absolute discretion plus any fee charged by the Issuer.

"**Conversion Cost**" means (i) an amount in the currency in which the GDRs are denominated equal to the costs per GDR incurred (or which would be incurred in such a conversion) in converting Shares into GDRs (including any exceptional charges for such conversion) during the Conversion Period as determined by the Issuer its sole and absolute discretion or (ii) an amount in the currency in which the Shares are denominated equal to the costs per Share incurred (or which would be incurred in such a conversion) in converting GDRs into Shares (including any exceptional charges for such conversion) during the Conversion Period as determined by the Issuer its sole and absolute discretion.

"**Final GDRs**" means, either (i) on the Final Fixing Date, the cumulative number of GDRs obtained for the purposes of the Securities on each Scheduled Trading Day from and including the Issue Date to and including the Final Fixing Date by converting Shares which form part of the Reference Units for the purposes of the Securities into GDRs under the GDR programme of the Reference Issuer less any such GDRs which have been re-converted into Shares during the Conversion Period or (ii) the number of GDRs remaining after converting GDRs forming part of the Reference Units for the purposes of the Securities into Shares during the Conversion Period.

"**Final Shares**" means, either (i) on the Final Fixing Date, the cumulative number of Shares obtained for the purposes of the Securities on each Scheduled Trading Day from and including the Issue Date to and including the Final Fixing Date by converting GDRs which form part of the Reference Units for the purposes of the Securities into Shares under the GDR programme of the Reference Issuer less any such Shares which have been re-converted into GDRs during the Conversion Period; or (ii) the number of Shares remaining after converting Shares which form part of the Reference Units for the purposes of the Securities in part or in full, into GDRs under the GDR programme of the Reference Issuer, including any such Shares which have been re-converted from GDRs into Shares during the Conversion Period.

"**GDR Commission**" means an amount in the currency in which the Final Reference Price of the GDRs, or the Early Redemption Reference Price of the GDRs, as applicable,

is determined equal to any commission and transaction costs per GDR incurred (or which would be incurred in such a sale) by the Issuer in respect of the sale of the Final GDRs or the Early Redemption GDRs, as applicable, expressed as a percentage of the Final Reference Price of the GDRs or the Early Redemption Price of the GDRs (respectively), as determined by the Issuer in its sole and absolute discretion plus any fee charged by the Issuer.

"**Share Commission**" means an amount in the currency in which the Final Reference Price of the Shares, or the Early Redemption Reference Price of the Shares, as applicable, is determined equal to any commission and transaction costs per Share incurred by the Issuer in respect of the sale of the Final Shares, or the Early Redemption Shares, as applicable, expressed as a percentage of the Final Reference Price of Shares, or the Early Redemption Reference of the Shares (respectively), as determined by the Issuer in its sole and absolute discretion plus any fee charged by the Issuer.

4. **Extension of the Sale Period**

This Participation Security Condition 4 shall apply only if "Issuer Execution Price" is specified as the Final Reference Price in the Final Terms.

If as of the Final Fixing Date the Issuer determines that a Hypothetical Broker Dealer would not have been able to sell, or realise its Hedging Arrangements in respect of, some or all of the Aggregate Number of Reference Units, the Sale Period shall be extended until the last Scheduled Trading Day on which a Hypothetical Broker Dealer would have sold, or realised its Hedging Arrangements in respect of, the Aggregate Number of Reference Units, as determined by the Issuer in its sole and absolute discretion; **provided that** the last day of the Sale Period shall not be later than five Scheduled Trading Days following the Scheduled Maturity Date or such other date as specified in the Final Terms (the "**Final Sale Date**").

If as of the Final Sale Date the Issuer determines that a Hypothetical Broker Dealer would not have been able to sell, or realise its Hedging Arrangements in respect of, all of the Aggregate Number of Reference Units, the Issuer shall determine the Final Reference Price, Final Reference Price of Shares and/or the Final Reference Price of GDRs (as applicable) in its sole and absolute discretion by reference to (a) in respect of that portion of Reference Units that a Hypothetical Broker Dealer would have been able to sell, or realise its Hedging Arrangements in respect of, during the Sale Period, the price at which such sale or realisation would have been effected, and (b) in respect of that portion of Reference Units which a Hypothetical Broker Dealer would have been unable to sell or realise its Hedging Arrangements in respect of, the Issuer's good faith estimate of the price of one Share or one GDR (as applicable) on the Final Sale Date, which may be zero.

5. **Distribution Payment Amount**

The following provisions apply if "**Distribution Payment Amount**" is specified as applicable in the Final Terms

(a) ***Distribution Payment Amount***

The Issuer shall pay to each Securityholder (i) in respect of each Warrant or Certificate an amount equal to the dividend or cash distribution (save for in respect of any Extraordinary Dividend) that the Issuer determines in its sole and absolute discretion that a Hypothetical Broker Dealer holding a Reference Unit would have received in respect of one Reference Unit, and (ii) in respect of each Note an amount equal to the dividend or cash distribution (save for in respect of any Extraordinary Dividend) that the Issuer determines in its sole and absolute discretion that a Hypothetical Broker Dealer holding Reference Units would have received in respect of the Number of Reference Units per Note, and in each case minus any applicable taxes thereon whether imposed or levied by or on behalf of a Reference Jurisdiction, the United Kingdom (or any sub-division thereof) or any taxing authority in any other jurisdiction, converted into the Settlement Currency at the Relevant Exchange Rate prevailing on the date of receipt (the "**Distribution Payment Amount**").

(b) ***Distribution Payment Date***

The Issuer shall pay the Distribution Payment Amount in accordance with General Warrant and Certificate Condition 3 (*Redemption and Payment*) and General Note Condition 4 (*Payments*) on the third Currency Business Day following the date on which the Issuer determines a Hypothetical Broker Dealer would have received the relevant dividend or cash distribution from the Reference Issuer (the "**Distribution Payment Date**").

6. **Mandatory Early Redemption**

(a) ***Mandatory Early Redemption***

If a Mandatory Early Redemption Event occurs, the Issuer shall redeem all of the Securities at their Early Redemption Amount together with any Distribution Payment Amount accrued to the date fixed for redemption (if any) on such date as the Issuer may notify to Securityholders (the "**Early Redemption Date**"). Notice of such redemption shall be given to the Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) and General Note Condition 11 (*Notices*). For the avoidance of doubt, the Mandatory Early Redemption Event does not have to be continuing on the Early Redemption Date.

(b) ***Mandatory Early Redemption: Definitions***

"**Mandatory Early Redemption Event**" means (i) in the case of the Reference Units comprising GDRs, the termination of the GDR programme of the Reference Issuer and the liquidation of the GDRs prior to the Maturity Date of the Securities without the GDRs being converted into related Shares of the Reference Issuer, as determined by the Issuer in its sole and absolute discretion; and (ii) any other Mandatory Early Redemption Event specified in the relevant Final Terms.

"**Early Redemption Amount**" means:

(i)

- (A) In respect of Warrants and Certificates linked to either GDRs or Shares, the "**Early Redemption Amount**" per Warrant or, as the case may be, Certificate shall be an amount in the Settlement Currency as determined by the Issuer in accordance with the following formula, subject to a minimum of zero:

$$\frac{\text{Early Redemption Reference Price} \times (1 - (\text{Commission} + \text{Regulatory Change Cost}))}{\text{Relevant Exchange Rate}}$$

- (B) In respect of Notes linked to either GDRs or Shares, the "**Early Redemption Amount**" per Note shall be an amount in the Settlement Currency as determined by the Issuer in accordance with the following formula, subject to a minimum of zero:

$$\frac{\text{Number of Reference Units per Note} \times \text{Early Redemption Reference Price} \times (1 - (\text{Commission} + \text{Regulatory Change Cost}))}{\text{Relevant Exchange Rate}}$$

in each case less the pro rata proportion of any taxes or stamp duty incurred (or which would be incurred) on the sale of the Aggregate Number of Reference Units and/or unwinding of the Hedging Arrangements relating thereto and rounded down to the smallest unit of the Settlement Currency, subject to Participation Security Condition 8 (*Adjustments*), Participation Security Condition 9 (*Adjustments in respect of Jurisdictional Events or Hedging Termination Events*) and Participation Security Condition 11 (*Non-Convertibility*) below, all as determined by the Issuer.

- (ii) If on the Final Fixing Date the Reference Units have been converted into Combined Reference Units, the "**Early Redemption Amount**" per Security shall be an amount in the Settlement Currency as determined by the Issuer in accordance with the following formula, subject to a minimum of zero:

$$\frac{1}{\text{Outstanding Number of Securities}} \times \left[\frac{\text{Early Redemption Shares} \times (\text{Early Redemption Reference Price} - \text{Conversion Costs}) \times (1 - \text{Share Commission})}{\text{Relevant Exchange Rate}} + \frac{\text{Early Redemption GDRs} \times (\text{Early Redemption Reference Price} - \text{Conversion Costs}) \times (1 - \text{GDR Commission})}{\text{Relevant Exchange Rate}} \right]$$

less the pro rata proportion of any taxes, stamp duty or other expenses incurred (or would be incurred) on the sale of the Early Redemption Shares and Early Redemption GDRs and/or the unwinding of the Hedging Arrangements relating thereto and rounded down to the smallest unit of the Settlement Currency, subject to Participation Security Condition 8 (*Adjustments*), Participation Security Condition 9 (*Adjustments in respect of Jurisdictional Events or Hedging Termination Events*) and Participation Security Condition 11 (*Non-Convertibility*) below all as determined by the Issuer.

"**Early Redemption Fixing Date**" means, subject to Participation Security Condition 7 (*Disrupted Days*) below, the Early Redemption Notification Date, or the immediately following Scheduled Trading Day if the Early Redemption Notification Date is not a Scheduled Trading Day.

"**Early Redemption Reference Price**" means the Issuer Execution Price **provided that** if as of the Early Redemption Fixing Date the Issuer determines that a Hypothetical Broker Dealer would not have been able to sell, or realise its Hedging Arrangements in respect of, all of the Early Redemption Shares or Early Redemption GDRs (as applicable), the Issuer shall determine the Early Redemption Reference Price in its sole and absolute discretion by reference to (a) in respect of that portion of Early Redemption Shares or Early Redemption GDRs (as applicable) that a Hypothetical Broker Dealer would have been able to sell, or realise its Hedging Arrangements in respect of, on the Early Redemption Fixing Date, the price at which such sale or realisation would have been effected, and (b) in respect of that portion of Early Redemption Shares or Early Redemption GDRs (as applicable) which a Hypothetical Broker Dealer would have been unable to sell or realise its Hedging Arrangements in respect of, the Issuer's good faith estimate of the price of one Share or one GDR (as applicable) on the Early Redemption Fixing Date, which may be zero.

"**Early Redemption GDRs**" means either (i) on the Early Redemption Fixing Date, the cumulative number of GDRs obtained for the purposes of the Securities on each Scheduled Trading Day from and including the Issue Date to and including the Early Redemption Fixing Date by converting Shares which form part of the Reference Units for the purposes of the Securities into GDRs under the GDR programme of the Reference Issuer less any such GDRs which have been re-converted into Shares during the Conversion Period; or (ii) the number of GDRs remaining after converting GDRs forming part of the Reference Units for the purposes of the Securities into Shares during the Conversion Period.

"**Early Redemption Shares**" means either (i) on the Early Redemption Fixing Date, the cumulative number of Shares obtained for the purposes of the Securities on each Scheduled Trading Day from and including the Issue Date to

and including the Early Redemption Fixing Date by converting GDRs which form part of the Reference Units for the purposes of the Securities into Shares under the GDR programme of the Reference Issuer less any such Shares which have been re-converted into GDRs during the Conversion Period; or (ii) the number of Shares remaining after converting Shares which form part of the Reference Units for the purposes of the Securities in part or in full, into GDRs under the GDR programme of the Reference Issuer, including any such Shares which have been re-converted from GDRs into Shares during the Conversion Period.

"Commission", "Share Commission" and "GDR Commission" have the meanings given in Participation Security Condition 3(c) (*Final Redemption: Definitions*).

7. **Disrupted Days**

(a) ***Sale Period***

If the Issuer determines in respect of a Security that a Sale Date is a Disrupted Day then that Sale Date shall be the first succeeding Scheduled Trading Day which the Issuer determines is not a Disrupted Day (a "**Valid Day**"). If a Valid Day has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for a Disrupted Day, would have been the Final Fixing Date then (A) that eighth Scheduled Trading Day shall be deemed to be the relevant Sale Date in respect of that Security (irrespective of whether that eighth Scheduled Trading Day is already a Sale Date or is a Disrupted Day), and (B) the Issuer shall:

- (i) if "Issuer Execution Price" is specified as the Final Reference Price in the Final Terms, determine the Final Reference Price; and
- (ii) if either "Closing Price" or "Volume Weighted Average Price" is specified as the Final Reference Price in the Final Terms, determine the price of a Reference Unit as of the Valuation Time (or volume weighted average price, as applicable) in respect of such Sale Date,

in each case based on its good faith estimate of the Exchange traded price for one Share and/or one GDR that would have prevailed, but for the occurrence of a Disrupted Day, on that eighth Scheduled Trading Day, which may be zero.

(b) ***Early Redemption Fixing Date***

If the Issuer determines prior to making any sale of Shares and/or GDRs on any Early Redemption Fixing Date that such day is a Disrupted Day, then that Early Redemption Fixing Date will be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the original date that, but for the determination by the Issuer of the occurrence of a Disrupted Day, would have been such Early Redemption Fixing Date is a Disrupted Day. In that case, (i) that eighth Scheduled Trading Day will be deemed to be the relevant Early Redemption Fixing Date notwithstanding the fact that such day is a Disrupted Day, and (ii) the Issuer shall determine the Early Redemption Reference Price on the basis of its good faith estimate of the price of one Share and/or one GDR (as applicable) that would have prevailed, but for the occurrence of a Disrupted Day, at such time as it may determine on that eighth Scheduled Trading Day, which may be zero.

8. **Adjustments**

(a) ***Potential Adjustment Event***

Following the declaration by the Reference Issuer of a Potential Adjustment Event (as defined below) or following any adjustment to the settlement terms of listed contracts on the Shares traded on a Related Exchange, the Issuer will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the value of the

Shares or GDRs and, if so, will (i) make the corresponding adjustment, if any, to the calculation of the Final Redemption Amount, the Early Redemption Amount and/or any other relevant terms as the Issuer determines, in its absolute discretion, appropriate to account for that diluting or concentrative effect.

The Issuer may (but need not) in its absolute discretion determine the appropriate adjustments by reference to the adjustment(s) in respect of such Potential Adjustment Event made by any Related Exchange to listed contracts on the Shares and or GDRs (as applicable) traded on such Related Exchange.

For the purposes hereof:

"Potential Adjustment Event" means with respect to the Reference Issuer, any of the following where "Shares" shall be construed to include any shares underlying GDRs, as applicable:

- (i) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event), or a free distribution or dividend of Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the Shares of (1) such Shares or (2) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Reference Issuer equally or proportionately with such payments to holders of the Shares, or (3) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Reference Issuer as a result of a spin-off or other similar transaction, or (4) any other type of securities, rights or certificates or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Issuer;
- (iii) an Extraordinary Dividend;
- (iv) a call by it in respect of Shares that are not fully paid;
- (v) a repurchase by it or any of its subsidiaries of its Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Reference 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, certificates, debt instruments or stock rights at a price below their market value, as determined by the Issuer, **provided that** any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other event that may have a diluting or concentrating effect on the value of the Shares and/or GDRs.

(b) ***Consequences of a Merger Event***

The following provisions will apply if the Issuer determines that a Merger Event has occurred:

On or after the relevant Merger Date, the Issuer shall either (i)(A) make such adjustment to the settlement, payment or any other terms of the Securities as the Issuer determines appropriate to account for the economic effect on the Securities of such Merger Event (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or the GDRs or to the Securities), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Merger Event by an options exchange to options on the Shares and/or GDRs traded on

such options exchange and (B) determine the effective date of that adjustment, or (ii) if the Issuer determines that no adjustment that it could make under (i) will produce a commercially reasonable result, notify the Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*) that the relevant consequence shall be the redemption of the Securities in which case the Issuer shall redeem the Securities at their Early Redemption Amount (calculated in accordance with Participation Security Condition 6 (*Mandatory Early Redemption*)) as if the Merger Date were the Early Redemption Fixing Date on such date (the "**Early Redemption Date**") as the Issuer may notify to Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*). Notice of such redemption shall be given to the Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*).

(c) ***Consequences of a Tender Offer***

The following provisions will apply if the Issuer has determined that a Tender Offer has occurred:

On or after the relevant Tender Offer Date, the Issuer shall either (i)(A) make such adjustment to the settlement, payment or any other terms of the Securities as the Issuer determines appropriate to account for the economic effect on the Securities of such Tender Offer (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or the GDRs or to the Securities), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Tender Offer by an options exchange to options on the Shares and/or GDRs traded on such options exchange and (B) determine the effective date of that adjustment, or (ii) if the Issuer determines that no adjustment that it could make under (i) will produce a commercially reasonable result, notify the Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*) that the relevant consequence shall be the redemption of the Securities, in which case the Issuer shall redeem the Securities at their Early Redemption Amount (calculated in accordance with Participation Security Condition 6 (*Mandatory Early Redemption*)) as though the Tender Offer Date were the Early Redemption Fixing Date) on such date (the "**Early Redemption Date**") as the Issuer may notify to Securityholders. Notice of such redemption shall be given to the Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*).

(d) ***Nationalisation or Delisting***

If at any time, (A) all the Shares of the Reference Issuer or all the assets or substantially all the assets of the Reference Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof ("**Nationalisation**") or (B) the Exchange announces that pursuant to the rules of such Exchange, the Shares or GDRs cease (or will cease) to be listed, traded or publicly quoted on that 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) and such Shares or GDRs are no longer listed on an Exchange acceptable to the Issuer ("**Delisting**"), the Issuer shall redeem the Securities at their Early Redemption Amount (calculated in accordance with Participation Security Condition 6 (*Mandatory Early Redemption*)) on such date (the "**Early Redemption Date**") as the Issuer may notify to Securityholders. Notice of any redemption of the Securities or determination pursuant to this paragraph shall be given to Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*).

(e) ***Liquidation***

If at any time, by reason of the voluntary or involuntary liquidation, winding-up, dissolution, bankruptcy or insolvency or analogous proceeding affecting the Reference Issuer (a "**Liquidation**") (i) all the Shares of the Reference Issuer are required to be transferred to any trustee, liquidator or other similar official or (ii) holders of the Shares of the Reference Issuer become legally prohibited from transferring them, the Issuer shall redeem the Securities at their Early Redemption Amount (calculated in accordance with Participation Security Condition 6 (*Mandatory Early Redemption*)) on such date (the "**Early Redemption Date**") as the Issuer may notify to Securityholders. Notice of any such redemption of the Securities shall be given to Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*).

(f) ***Notification of adjustments***

The Issuer shall notify each of the Agents and each stock exchange on which the Securities are listed of any adjustment made pursuant to this Participation Security Condition 8 (*Adjustments*) and shall procure that such adjustments are made available to Securityholders at the specified offices of the Agents and, if so required by the rules of the stock exchange(s) on which the Securities are listed or the relevant competent authority, that notice of such adjustments are notified to Securityholders as required by the relevant stock exchange or competent authority.

(g) ***Change of Exchange***

If an Exchange is changed as provided in Participation Security Condition 1 (*Definitions*), the Issuer shall make such consequential modifications to the calculation of the Final Redemption Amount as it may determine. Any such modification will be promptly notified to the Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*).

9. **Adjustments in respect of Jurisdictional Events or Hedging Termination Events**

The following provisions shall apply unless, in the case of Jurisdictional Events, "Jurisdictional Events" is specified as "not applicable" in the Final Terms.

If, in the determination of the Issuer, a Jurisdictional Event or a Hedging Termination Event occurs, the Issuer shall make such downward adjustment to the Final Redemption Amount or the Early Redemption Amount as it shall determine in its absolute discretion to take account of the effect of such Jurisdictional Event or Hedging Termination Event on the Issuer's Hedging Arrangements and any difference between the Hedge Proceeds and the amount which, but for these provisions would otherwise be the Redemption Amount. The Issuer will use commercially reasonable endeavours to preserve the value of the Hedge Proceeds, but it shall not be obliged to take any measures which it determines, in its sole discretion, to be commercially impracticable.

If the Issuer determines that a Jurisdictional Event or a Hedging Termination Event has occurred, the Issuer may in its absolute discretion redeem the Securities at their Early Redemption Amount (calculated in accordance with Participation Security Condition 6 (*Mandatory Early Redemption*)) on such date (the "**Early Redemption Date**") as the Issuer may notify to Securityholders in accordance with General Warrant and Certificate Participation Security Condition 8 (*Notices*) or General Note Condition 11 (*Notices*). Notice of any redemption of the Securities or determination pursuant to this Participation Security Condition 9 shall be given to Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*).

10. **Additional Disruption Events**

The following Additional Disruption Events will apply unless specified as "**not applicable**" in the Final Terms:

(a) ***Change of Law***

"**Change of Law**" means that, on or after the Issue Date of the Securities (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), compliance with any request, directive or policy of any governmental, administrative, legislative or judicial authority or power, or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (X) it has become illegal or contrary to any such request, directive or policy for it, any of its Affiliates or any entities which are relevant to any Hedging Arrangements to hold, acquire or dispose of Shares or GDRs or any Hedging Arrangements, or (Y) it will incur a materially increased cost in performing or hedging its obligations under the Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position) or any requirements in relation to reserves, special deposits, insurance assessments or other requirements.

(b) ***Insolvency Filing***

"**Insolvency Filing**" means that the Issuer determines that the Reference Issuer has instituted, or has had instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or its 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 its consents to such a petition, **provided that** proceedings instituted or petitions presented by creditors and not consented to by the Reference Issuer shall not be an Insolvency Filing.

(c) ***Consequences of an Additional Disruption Event***

If the Issuer determines that a Change of Law or an Insolvency Filing shall have occurred, the Issuer may in its absolute discretion redeem the Securities at their Early Redemption Amount (calculated in accordance with Participation Security Condition 6 (*Mandatory Early Redemption*)) on such date (the "**Early Redemption Date**") as the Issuer may notify to Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*). Notice of any redemption of the Securities or determination pursuant to this Participation Security Condition 10 shall be given to Securityholders in accordance with General Warrant and Certificate Condition 8 (*Notices*) or General Note Condition 11 (*Notices*).

11. **Non-Convertibility**

If the Issuer, in its sole and absolute discretion, determines on the Maturity Date or the Early Redemption Date that a Non-Convertibility Condition exists (the "**Non-Convertibility Condition Determination Date**") then the Issuer shall satisfy its payment obligations by paying to the Securityholders, on or as soon as practicable after the Maturity Date or the Early Redemption Date, as the case may be, the pro-rata share of an amount in the Reference Currency(ies) equal to any payment the Issuer determines that a Hypothetical Broker Dealer would receive in the Reference Currency(ies) in respect of the sale proceeds following the sale by it of the Aggregate Number of Reference Units less any taxes or stamp duty which would be incurred by a Hypothetical Broker Dealer on such sale and minus any Commission, Share Commission or GDR Commission, as appropriate and rounded down to the smallest unit of the Reference Currency; **provided that** if, prior to the payment of such relevant amount, an event beyond the control of the Issuer exists as a result of which the Issuer cannot make payment of such amount in a commercially reasonable manner, then payment shall be postponed until such event ceases to exist. If such condition still exists on the Currency Business Day which is 5 years after the Non-Convertibility Condition Determination Date, then the Issuer's outstanding obligations to pay such amount in the Reference Currency(ies) will be discharged in full and the Securities will be redeemed at nil. For the purpose of this Participation Security Condition 11,

"Currency Business Day" means a day which is a Banking Day on which commercial banks and foreign exchange markets are generally open to settle payments in the city or cities determined by the Issuer to be the principal financial centre(s) for the Reference Currency.

"Reference Currency(ies)" means the currency(ies) of the proceeds which a holder of the Aggregate Number of Reference Units, or the Final Shares and Final GDRs (as applicable) may receive upon sale of these assets on a relevant Exchange.

"Non-Convertibility Condition" means, in the determination of the Issuer, in its sole and absolute discretion, (i) a condition created by or resulting from any action of or failure to act by any governmental authority, or a local market condition that has the effect of prohibiting, restricting or materially delaying the exchange of the Reference Currency for the Settlement Currency (whether directly or, pursuant to any Hedging Arrangements, indirectly by exchange into a third currency (the **"Intermediate Currency"**) and exchange therefrom into the Settlement Currency), or the free and unconditional transferability of the resulting Settlement Currency or Intermediate Currency or the free and unconditional transfer of the Reference Currency or Intermediate Currency between non-resident accounts, when compared with the position on the Issue Date; or (ii) any event in relation to the Reference Jurisdiction which has the effect of prohibiting, restricting or materially delaying the exchange of the Reference Currency or Intermediate Currency for the Settlement Currency or Intermediate Currency at a rate at least as favourable as the rate for domestic institutions located in the Reference Jurisdiction.

12. **Notices to Principal Paying Agent**

- (a) If the Issuer determines that an Adjustment Event, as described in Participation Security Condition 8 (*Adjustments*) or an Additional Disruption Event, as described in Participation Security Condition 10 (*Additional Disruption Events*), or a Jurisdictional Event or Hedging Termination Event, as described in Participation Security Condition 9 (*Adjustments in respect of Jurisdictional Events or Hedging Termination Events*), has occurred which results in either (a) an adjustment to the Redemption Amount, Early Redemption Amount or Distribution Payment Amount of the Securities, or (b) results in the designation of an Early Redemption Date, the Issuer shall give the Principal Paying Agent no less than five (5) Business Days notice prior to any date for payment of the adjusted Redemption Amount, Distribution Payment Amount or Early Redemption Amount (as applicable) or the designation of an Early Redemption Date.
- (b) If the Issuer determines that a Non-Convertibility Condition, as described in Participation Security Condition 11 (*Non-Convertibility*) has occurred, the Issuer shall give the Principal Paying Agent no less than five (5) Business Days notice prior to any date for payment of the adjusted Redemption Amount or Early Redemption Amount or any amendment to the Redemption Date or the Early Redemption Date.

INDEX LINKED NOTE TERMS AND CONDITIONS

These "**Index Linked Note Terms and Conditions**" are supplemental to, and should be read and construed together with, the General Terms and Conditions of the Notes. Terms defined in the General Terms and Conditions of the Notes have the same meaning in these Index Linked Note Terms and Conditions. In the event of any inconsistency between the Index Linked Note Terms and Conditions and the General Terms and Conditions of the Notes, the Index Linked Terms and Conditions will prevail.

In these Index Linked Note Terms and Conditions:

- (i) "**Index Linked Note Condition**" refers to the specified provision of these Index Linked Note Terms and Conditions;
- (ii) "**General Note Condition**" refers to the specified provision of the General Terms and Conditions of the Notes; and
- (iii) the "**Conditions**" means the General Terms and Conditions of the Notes as modified and/or supplemented by these Index Linked Note Terms and Conditions and the relevant Final Terms.

1. **Amendment to the General Terms and Conditions of the Notes**

The following shall be inserted as Conditions 3A, 3B, 3C, 3D, 3E, 3F, 3G, 4A, 4B, 11A and 16 (together, the "**Additional Conditions**") in the General Terms and Conditions of the Notes:

3A **Delivery of Shares**

(a) *Election by Issuer*

If during the Relevant Period, the Issuer determines in its sole discretion that a Hypothetical Broker Dealer would be unable to sell or unwind all of its Hedge Positions following 20 Exchange Business Days after the Determination Date, the Calculation Agent shall determine, in its sole discretion, the number of Shares per Note (the "**Affected Index Shares**") that represent the equivalent portion of the relevant Hedge Positions corresponding to the Shares comprised in the Index in respect of that Note that the Issuer determines, in its sole discretion, that a Hypothetical Broker Dealer would have been unable to sell or unwind in lieu of payment of the Final Redemption Amount or Early Redemption Amount, as the case may be, that would have been payable by reference to the sale or unwind of those Hedge Positions. Following such determination, the Issuer may, by notice to the Noteholders in accordance with General Note Condition 11 (*Notices*), elect (in its sole discretion but subject to any transfer restriction pursuant to any applicable law or regulation) to deliver the Affected Index Shares, such election, a "**Delivery Election**". The notice of a Delivery Election (the "**Delivery Election Notice**") shall specify (i) the jurisdiction(s), types of securities accounts and clearing system in, to and through which the Issuer is prepared to make delivery of the Affected Index Shares and (ii) the account details to which the Noteholder shall make payment of any Delivery Payments. The date on which the Delivery Election Notice is delivered shall be deemed to be the final day of the Relevant Period.

(b) *Calculation Agent Determinations*

Upon the occurrence of a Delivery Election in respect of a Note, the Calculation Agent shall:

- (i) adjust the Final Redemption Amount or Early Redemption Amount, as the case may be, in respect of the relevant Note so that it constitutes only the portion of the Final Redemption Amount or Early Redemption Amount, as the case may be, that is payable by reference to the sale or unwind of the Hedge Positions (corresponding to the Shares, other than the Affected Index Shares, comprised in the Index) that the Issuer determines, in its sole discretion, that a Hypothetical Broker Dealer would have been able to sell or unwind;
- (ii) calculate the Delivery Expenses, if any;
- (iii) calculate the Final Deduction Amount, if any; and

- (iv) determine the amount (if any) of the Delivery Expenses and Final Deduction Amount which will not be recoverable by the Issuer through the Noteholder Deduction Amount (such unrecoverable amount the "**Delivery Payments**").

(c) *Delivery Conditions*

In order to obtain delivery of the Affected Index Shares the relevant Noteholder must (i) deliver to the Issuer the relevant Note(s) and a duly completed Delivery Notice and (ii) pay to the Issuer (in accordance with the account details set out in the Delivery Election Notice) the Delivery Payments (the obligations in (i) and (ii) being the "**Delivery Conditions**").

The Delivery Notice shall be substantially in such form as the Issuer may determine and copies may be obtained from its Specified Office.

The Delivery Notice must:

- (i) specify the name and address of the relevant Noteholder and the securities account to be credited with the relevant Affected Index Shares (which securities account must comply with the Issuer's requirements as set out in the Delivery Election Notice); and
- (ii) authorise the production of such notice in any applicable administrative or legal proceedings.

A Delivery Notice is irrevocable and may not be withdrawn after receipt thereof by the Issuer.

Failure properly to complete and deliver a Delivery Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Index Linked Note Terms and Conditions shall be made by the Calculation Agent and shall be conclusive and binding on the Issuer and the relevant Noteholder.

If the relevant Note and the related Delivery Notice are delivered or are deemed to be delivered to the Issuer on a day that is not a Banking Day in London, such Note and Delivery Notice shall be deemed to be delivered on the next following Banking Day in London.

The Issuer shall have no obligation to make delivery of the Affected Index Shares in respect of such Note unless and until the Delivery Conditions have been satisfied and delivery of such Affected Index Shares shall be made as soon as possible thereafter but not earlier than the Share Delivery Date. If a Noteholder fails to satisfy the Delivery Conditions on or before the date falling three months after the date of service of the Delivery Election Notice, the Issuer shall have no further obligation to deliver the Affected Index Shares and such Noteholder shall cease to have any further claim to the Affected Index Shares or the portion of the Final Redemption Amount or Early Redemption Amount, as the case may be, represented by such Affected Index Shares.

(d) *Delivery of Affected Index Shares*

- (i) Delivery of Affected Index Shares

Without prejudice to Index Linked Note Condition 3A(d)(ii), the Issuer shall on the Share Delivery Date, deliver or procure the delivery of the Affected Index Shares in respect of each Note to such securities account as may be specified in the relevant Delivery Notice at the risk and expense of the relevant Noteholder. As used herein, "delivery" in relation to any Affected Index Shares means the carrying out of the steps required of the Issuer (or such person as it may procure to make the relevant delivery) in order to effect the transfer of the relevant Affected Index Shares in accordance with the relevant Delivery Notice and "deliver" shall be construed accordingly. The Issuer shall not be responsible for any delay or failure in the transfer of such Affected Index Shares once such steps have been carried out, whether resulting from settlement periods of clearing systems, acts or omissions of registrars, incompatible or incorrect information being contained in the Delivery Notice or otherwise and shall have no responsibility for the lawfulness of the acquisition of the

Shares comprising the Affected Index Shares or any interest therein by any Noteholder or any other person.

In respect of each Share comprising the Affected Index Shares, the Issuer shall not be under any obligation to register or procure the registration of the Noteholder or any other person as the registered shareholder in the register of members of the Share Issuer.

Noteholders should note that the actual date on which they become holders of the Shares comprising their Affected Index Shares will depend, among other factors, on the procedures of the relevant clearing systems and share registrar and the effect of any Settlement Disruption Events.

The Issuer shall not at any time be obliged to account to a Noteholder for any amount or entitlement that it receives by way of a dividend or other distribution in respect of any of the Affected Index Shares.

(ii) Settlement Disruption

If the Calculation Agent determines that delivery of any Affected Index Shares in respect of any Note by the Issuer in accordance with these Index Linked Note Conditions is not practicable or permitted by reason of a Settlement Disruption Event subsisting, then the Share Delivery Date in respect of such Note shall be postponed to the first following Delivery Day in respect of which no such Settlement Disruption Event is subsisting and notice thereof shall be given to the relevant Noteholder by mail addressed to it at the address specified in the relevant Delivery Notice or in accordance with General Note Condition 11 (*Notices*). No Noteholder shall be entitled to any payment whether of interest or otherwise on such Note in the event of any delay in the delivery of the Affected Index Shares pursuant to this paragraph and no liability in respect thereof shall attach to the Issuer.

Where a Settlement Disruption Event affects some but not all of the Shares comprising the Affected Index Shares, the Share Delivery Date for the Shares comprising such Affected Index Shares but not affected by the Settlement Disruption Event will be the original Share Delivery Date.

The Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Note Condition 11 (*Notices*) that a Settlement Disruption Event has occurred.

- (iii) Neither the Issuer nor any other person shall be under any liability to any Noteholder or any subsequent beneficial owner of Affected Index Shares in respect of any loss or damage which any Noteholder or subsequent beneficial owner may sustain or suffer as a result, whether directly or indirectly, of that person being registered at any time as the legal owner of Affected Index Shares.

(e) *Prescription*

Claims for payment of principal or delivery of any Affected Index Shares in respect of the Notes shall become void upon the expiry of ten years from the Relevant Date in respect thereof or, in the case of delivery, from the Share Delivery Date.

3B Index Adjustments

- (a) If, in relation to an Index, the relevant Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that index (the "**Successor Index**") will be deemed to be the Index.
- (b) The following provisions will apply if the Calculation Agent determines that an Index Adjustment Event has occurred:

(i) Redemption and Payment

If the consequence of the relevant Index Adjustment Event specified in the Final Terms is "Redemption and Payment", then the Issuer shall redeem the Notes at their Early Redemption Amount in accordance with Index Linked Note Condition 3F (*Early Redemption Procedure*).

(ii) Calculation Agent Adjustment

If the consequence of the relevant Index Adjustment Event specified in the Final Terms is "Calculation Agent Adjustment" or if no consequence of such Index Adjustment Event is so specified then the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Notes and, if so, shall calculate the Final Price using the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event.

3C Additional Disruption Events

The following Additional Disruption Events will apply if specified as applicable in the Final Terms:

(a) *Hedging Disruption*

"Hedging Disruption" means that the Issuer is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk and any other price risk (including but not limited to, currency risk) of entering into and performing its obligations with respect to the Notes or in connection with its Hedge Position or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s) (which shall include, but not limited to, the Issuer's inability to freely realise, recover, receive, repatriate, remit or transfer out of or into the Local Jurisdiction the proceeds of or any other amounts received in connection with its Hedge Positions).

(b) *Increased Cost of Hedging*

"Increased Cost of Hedging" means that the Issuer would incur a materially increased (as compared with circumstances existing on the Issue 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 price risk of entering into 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), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging.

(c) *Consequences of an Additional Disruption Event*

If the Calculation Agent determines that an Additional Disruption Event shall have occurred, the Calculation Agent shall notify the Issuer of such determination and the Issuer may in its absolute discretion redeem the Notes at their Early Redemption Amount in accordance with Index Linked Note Condition 3F (*Early Redemption Procedure*).

3D Change in Market Conditions Events

The following Change in Market Conditions Events will apply if specified as applicable in the Final Terms:

(a) *Custodial/Broker Event*

"Custodial/Broker Event" means that a Bankruptcy occurs with respect to the custodian, broker or counterparty (or any successors thereof) used by the Issuer (or its designee) to buy, establish, hold, maintain, sell or unwind any Hedge Positions or the custodian, broker or counterparty (or

any successor thereof) used by the Issuer (or its designee) to buy, establish, hold, maintain, sell or unwind any Hedge Positions fails to perform in a full and timely manner all of its obligations to Issuer (or its designee) under any custodian, broker or other arrangements entered into by the Issuer (or its designee) at any time in relation to any Hedge Positions, securities and/or amount (which shall include, for the avoidance of doubt, a repudiation or termination of any such arrangements without the prior consent of the Issuer (or its designee)).

(b) *Change in Law Event*

"**Change in Law Event**" means that on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (X) it has become illegal for the Issuer to hold, acquire or dispose of Hedge Positions relating the Notes, or (Y) the Issuer will incur an increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax, liability, decrease in tax benefit or other adverse effect on its tax position).

(c) *Change in Regulations Event*

"**Change in Regulations Event**" means any change in laws or regulations (including any changes in taxation) covering any non-resident operations in the Local Jurisdiction whatsoever which occurs after the Issue Date and affects in any way (or is likely to affect in any way) the cost to the Issuer of acquiring, holding or selling Hedge Positions or of hedging, directly or indirectly, the obligations of the Issuer in respect of the Notes, or of converting any amount of the Reference Currency into the Settlement Currency (or any other freely convertible and transferable currency) or transferring Settlement Currency out of the Local Jurisdiction which will adversely affect the economic value of the terms of the Notes to the Issuer.

(d) *Market Disruption Event*

"**Market Disruption Event**" means that on any day, the Calculation Agent or the Issuer is unable to determine any amount or rate falling to be determined by it pursuant to terms of the Notes due to market conditions including but not limited to (a) market volatility, (b) market liquidity, and (c) regulatory, political or artificial market limitations imposed after the Issue Date.

(e) *Sovereign Event*

"**Sovereign Event**" means that the state or any political subdivision or government or agency, instrumentality, ministry, department or other authority (including, without limitation, the central bank) of or in the Local Jurisdiction disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, or declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, in respect of one or more of its obligations; becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; makes a general assignment, arrangement or composition with or for the benefit of its creditors; institutes or 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; has a secured party take possession of any of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against any of its assets; causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of these events; or takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(f) *Inability to unwind Hedge Positions on an Index Change*

"**Inability to unwind Hedge Positions on an Index Change**" means that there is a change to the Shares comprised in the Index and the Issuer determines in its sole discretion that a Hypothetical Broker Dealer would be unable to unwind its Hedge Positions in whole or in part.

(g) *Consequences of Change in Market Conditions Event*

If the Issuer determines that a Change in Market Conditions Event shall have occurred, the Calculation Agent shall determine the effect thereof on the Notes and the terms on which the Notes would remain outstanding and shall notify the Issuer and the Noteholders. Following such notification, the Issuer shall have the right to redeem the Notes (in whole or part). Where the Issuer determines that the Notes shall be redeemed in whole or in part, the Issuer shall redeem the relevant Notes in whole or in part at their Early Redemption Amount in accordance with Index Linked Note Condition 3F (*Early Redemption Procedure*).

Upon a redemption of any Notes in whole or in part pursuant to the Conditions, the Issuer shall determine the extent of any loss suffered, or costs or expenses incurred, by the Issuer as a result of the occurrence of the Change in Market Conditions Event attributable to the Notes.

If an event or circumstance that would otherwise (but for this provision) constitute an Additional Disruption Event and/or an FX Disruption also constitutes a Change in Market Conditions Event, it will be deemed to be a Change in Market Conditions Event and will not constitute either an FX Disruption or an Additional Disruption Event.

3E Events applicable to Index Basket Notes

If, in respect of any Index Basket Note, the Calculation Agent determines that an Additional Disruption Event or the Issuer determines that a Change in Market Conditions Event has occurred in respect of an Index or a Hedge Position relating to an Index, the Issuer shall be entitled in its sole discretion to elect that Index Linked Note Condition 3C (*Additional Disruption Events*) or as the case may be, Index Linked Note Condition 3D (*Change in Market Condition Events*) shall apply solely to the Index or Hedge Position affected by such event. Accordingly, where the Issuer so elects if Index Linked Note Condition 3C (*Additional Disruption Events*) would otherwise require redemption of the Notes, then (i) only the portion of each Note affected by the relevant Additional Disruption Event shall be redeemed, (ii) the remainder of each Note will continue with the Basket comprising the Indices (if any) that are not so affected and (iii) the Calculation Agent will adjust any relevant terms necessary to preserve as nearly as practicable the economic terms of the Notes for the non-affected Indices in the Basket.

3F Early Redemption Procedure

If the Notes are to be redeemed in whole or in part prior to the Maturity Date in accordance with the Conditions, the Issuer shall redeem the Notes at their Early Redemption Amount. Notice of such redemption shall be given to the Noteholders in accordance with General Note Condition 11 (*Notices*) and such notice shall specify the Determination Date in respect of such redemption. The redemption shall take place on the Early Redemption Date.

3G Stop-Loss Event

If on any Exchange Business Day between the Issue Date and the Determination Date, the Calculation Agent determines that the Notional Redemption Amount has fallen by 90% or more compared with the Nominal Amount, then the Issuer may in its absolute discretion redeem the Notes at their Early Redemption Amount in accordance with Index Linked Note Condition 3F (*Early Redemption Procedure*).

4A **Currency Conversion**

(a) *Currency Conversion Determination*

Determinations of the equivalent in the Settlement Currency of any other price or amount hereunder shall be made by the Calculation Agent using the Exchange Rate on the date on which the Calculation Agent determines that the applicable conversion should be made.

"Exchange Rate" means, the currency exchange rate for the conversion of one unit of the Reference Currency into the Settlement Currency, as determined by the Calculation Agent using the rate which it determines that the Issuer would actually receive if it were converting such amounts into the Settlement Currency.

(b) *FX Disruption*

Where there is an FX Disruption which affects the conversion of the proceeds of a Hedge Position or any other amounts denominated in the Reference Currency, such conversion will be postponed until the first Currency Business Day on which such FX Disruption ceases to exist or, if that would not be commercially reasonable, as soon as reasonably practical thereafter (the **"Conversion Date"**); and the payment obligations of the Issuer under the Notes will be postponed until the date falling 2 Currency Business Days after the Conversion Date or, if the Calculation Agent determines that would not be commercially reasonable, as soon as the Calculation determines to be commercially reasonable thereafter.

Where there is an FX Disruption which affects the transfer of proceeds, the payment obligations of the Issuer under the Notes will be postponed until the date falling 2 Currency Business Days after the date on which the Calculation Agent determines that such transfer could be made.

In the event that such FX Disruption does not cease within 30 days, the Issuer may, by notice to the Noteholders in accordance with General Note Condition 11 (*Notices*), elect (in its sole discretion) to convert all payment obligations in respect of the Notes into an obligation to pay such amounts in the Reference Currency (without taking into account any Exchange Rate movements during the period of deferral) (such election, a **"Reference Currency Election"** and the amounts due to a Noteholder as a result thereof, the **"Reference Currency Amounts"**). In order to obtain payment of the Reference Currency Amounts, the Noteholder must deliver to the Issuer a notice (the **"Reference Currency Notice"**) specifying the name and address of the relevant Noteholder and details of the account to which the Reference Currency Amounts shall be paid. The Reference Currency Notice is irrevocable and may not be withdrawn following receipt thereof by the Issuer. Upon receipt of a valid and complete Reference Currency Notice, the Issuer shall make payment of the Reference Currency Amounts to the account specified in the Reference Currency Notice as soon as reasonably practicable after receipt of the Reference Currency Notice. The Issuer shall have no obligation to make payment of the Reference Currency Amounts in respect of a Note unless and until the Noteholder has delivered a valid and complete Reference Currency Notice. If a Noteholder fails to deliver a valid and complete Reference Currency Notice on or before the date falling three months after the date of the Reference Currency Election, the Issuer shall have no further obligation to pay the Reference Currency Amounts or to satisfy the payment obligations which were converted into the obligation to pay such Reference Currency Amounts.

The Calculation Agent will determine the amount of any loss or costs incurred (or any gain or benefits derived) by the Issuer in connection with (i) postponing such payment obligations (including, but not limited to, any income or interest received and (internal or external) funding costs or other charges incurred) or (ii) terminating, liquidating, maintaining or re-establishing any transaction it deems necessary to hedge, in a commercially reasonable manner, the currency risk relating to the Notes as a result of such FX Disruption and will adjust (without duplication) the payment obligations in respect of the Notes to account for any such loss, costs, gain or benefits.

"FX Disruption" means the occurrence (as determined by the Calculation Agent) of any event after the Issue Date that makes the Issuer unable to:

- (i) transfer the proceeds of a Hedge Position or any other amounts denominated in the Settlement Currency or Reference Currency from accounts within the Local Jurisdiction to (a) accounts outside such Local Jurisdiction, (b) other accounts within such Local Jurisdiction or (c) the accounts of a non-resident of such Local Jurisdiction;
- (ii) convert the proceeds of a Hedge Position or any other amounts denominated in the Reference Currency into the Settlement Currency on or in respect of a Valuation Date;
- (iii) convert the proceeds of a Hedge Position or any other amounts denominated in the Reference Currency into the Settlement Currency, at a rate at least as favourable as the rate for domestic institutions located in the Local Jurisdiction; or
- (iv) obtain a rate or a commercially reasonable rate (as determined by the Calculation Agent), in each case, at which the proceeds of a Hedge Position or any other amounts denominated in the Reference Currency can be exchanged for the Settlement Currency.

If an event or circumstance that would otherwise (but for this provision) constitute a Hedging Disruption also constitutes an FX Disruption, it will be deemed to be an FX Disruption and will not constitute a Hedging Disruption.

4B **Dividends**

If the Type of Return specified in the Final Terms is "Total Return" then on each Dividend Payment Date, the Issuer will pay the relevant Dividend Amount (if any) on that Dividend Payment Date. Notice of any Dividend Amount shall be given to Noteholders in accordance with General Note Condition 11 (*Notices*).

To the extent that in respect of a Dividend Amount, the amount that the Calculation Agent determines that would have been received by a Hypothetical Broker Dealer holding such Shares in respect of any gross cash dividend amount ("**Declared Dividend**") is not equal to that Declared Dividend (a "**Dividend Mismatch Event**") following the relevant due date, then in either case the Calculation Agent may adjust the Dividend Amount accordingly.

If less than the total Accruing Deduction Amount is paid on any Dividend Payment Date, the Calculation Agent shall make such adjustments to the Accrual Period following such Dividend Payment Date as it considers appropriate in order to ensure that the Issuer receives all due but unpaid Accruing Deduction Amount on the next date on which an Accruing Deduction Amount becomes payable.

11A **Publication of Determinations pursuant to the Additional Conditions**

- (a) The Calculation Agent shall cause any determination or calculation required to be made by the Calculation Agent pursuant to the Additional Conditions to be notified to the Issuer, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as reasonably practicable after their determination or calculation.
- (b) The Issuer shall cause any determination or calculation required to be made by the Issuer pursuant to Index Linked Note Conditions 3A(a), 3D(h) and the definitions of "Dividend Amount", "Final Price" and "Maturity Date" to be notified to the Noteholders, any Calculation Agent and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as reasonably practicable after their determination or calculation.

16 **No rights**

Neither the Issuer nor any other person shall (i) be under any obligation to deliver (or procure delivery) to the Noteholders or any other person, any letter, certificate, notice, circular or any other document received by that person in its capacity as the holder of Shares or (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to.

2. **Calculation Agent**

Wherever the Calculation Agent is required to act or to exercise judgment, it will do so in good faith and in a commercially reasonable manner.

3. **Definitions**

For the purposes of Index Linked Note Conditions 3A, 3B, 3C, 3D, 3E, 3F, 3G, 4A, 4B, 11A and 16, the following words shall have the following meaning:

"Accrual Period" means, for the purpose of determining the Accruing Deduction Amount, the period beginning on (and including) the Issue Date (in respect of the first such period) or the date immediately following the last day of the previous Accrual Period (in respect of the second and any subsequent such period) and ending on (but excluding) the date of determination subject to adjustment in accordance with Index Linked Note Condition 7A.

"Accruing Deduction Amount" means, on any date of determination, an amount calculated by the Calculation Agent in accordance with the following formula:

$$((1 + B/360)^T * A) - A$$

where:

A is max (C, D);

B is the number of basis points specified in the Final Terms for the purposes of this subparagraph divided by 10,000 to create a decimal figure;

C is the Nominal Amount;

D is the amount determined by the Calculation Agent as being equal to the arithmetical mean of the Notional Redemption Amount on each Exchange Business Day during the Accrual Period; and

T is the number of days in the relevant Accrual Period.

"Affected Index Shares" is as defined in Index Linked Note Condition 3A(a).

"Applicable Authority" means any applicable authority having power to tax in respect of any dividends payable in respect of any Shares (as determined by the Calculation Agent).

"Banking Day" means, in respect of any city, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in such city.

"Bankruptcy" means with respect to an entity, such entity: (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(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 clause (A) above and either (I) results in a

judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) 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; (7) 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; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"Basket" means a basket composed of Indices as specified in the Final Terms with each index bearing the weighting specified in the Final Terms.

"Business Day" means, in respect of any city, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

"Conversion Date" is as defined in Index Linked Note Condition 4A(b).

"Currency Business Day" means a day which is a Banking Day in the Additional Business Day Centre(s) if any (as specified in the Final Terms) and on which (unless the Settlement Currency is euro) commercial banks and foreign exchange markets are generally open to settle payments in the city or cities determined by the Calculation Agent to be the principal financial centre(s) for the Settlement Currency, and if the Settlement Currency is euro, which is also a TARGET Settlement Day.

"Declared Dividend" is as defined in Index Linked Note Condition 4B.

"Delivery Conditions" is as defined in Index Linked Note Condition 3A (*Delivery of Shares*).

"Delivery Day" means a day on which Shares comprised in the Affected Index Shares may be delivered to the Noteholders in the manner which the Issuer has determined to be appropriate.

"Delivery Election" is as defined in Index Linked Note Condition 3A(a).

"Delivery Election Notice" is as defined in Index Linked Note Condition 3A(a).

"Delivery Expenses" means an amount per Note equal to the expenses, including any taxes, duties and registration fees arising from the delivery and/or transfer of any Affected Index Shares.

"Delivery Notice" means a notice as referred to in Index Linked Note Condition 3A (*Delivery of Shares*).

"Delivery Payments" is as defined in Index Linked Note Condition 3A(c).

"Determination Date" means:

- (a) if a Note is to be redeemed in whole or in part prior to the Maturity Date due to an Event of Default, the date on which the Noteholder declares the Note to be forthwith due and payable pursuant to General Note Condition 7 (*Events of Default*);
- (b) if a Note is to be redeemed in whole or in part prior to the Maturity Date for any reason other than an Event of Default, the date specified by the Issuer in the notice of early redemption delivered by the Issuer pursuant to Index Linked Note Condition 3F (*Early Redemption Procedure*); and

(c) in all other cases, the date specified in the Final Terms.

"Dividend Amount" means, in respect of a Note, an amount determined by the Calculation Agent as the sum of the following:

- (a) the equivalent in the Settlement Currency of the Net Cash Dividend multiplied by the Dividend Number of Shares where the date that the Shares have commenced trading ex-dividend on the Exchange occurs up to but excluding the first day of the Relevant Period; plus
- (b) where the date that the Shares have commenced trading ex-dividend on the Exchange occurs during the Relevant Period, the equivalent in the Settlement Currency of the Net Cash Dividend multiplied by the Dividend Number of Shares which the Issuer, in its sole discretion, determines that a Hypothetical Broker Dealer would be still holding on such day were it to be in the process of unwinding its Hedge Positions during such Relevant Period; less
- (c) following the occurrence of a Change in Market Conditions Event, such amount per Note as the Issuer considers appropriate (without double counting) to account for any loss suffered, or costs or expenses incurred, by the Issuer as a result of the occurrence of the Change in Market Conditions Event attributable to that Note, so as to put the Issuer in the position it would have been but for the occurrence of the Change in Market Conditions Event; less
- (d) the Accruing Deduction Amount as at the Dividend Payment Date.

"Dividend Mismatch Event" is as defined in Index Linked Note Condition 4B.

"Dividend Number of Shares" means, in relation to a Share, the number of such Shares that the Calculation Agent determines would be the subject of Hedge Positions entered into by a Hypothetical Broker Dealer.

"Dividend Payment Date" means the day falling 2 Currency Business Days after the date on which the Issuer determines that dividends would be received by a Hypothetical Broker Dealer holding such Shares plus the standard settlement period for the exchange and transfer of the Reference Currency in an account in the Local Jurisdiction into the Settlement Currency in an account outside the Local Jurisdiction.

"Dividend Period" means the period from and including the Issue Date to but excluding the last day of the Relevant Period.

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

"Early Redemption Date" shall be the date falling 2 Currency Business Days plus the Scheduled Unwind Period after the Determination Date provided that if the Relevant Period exceeds the Scheduled Unwind Period the Early Redemption Date shall be delayed by the number of Business Days by which the Relevant Period exceeds the Scheduled Unwind Period.

"Ex Amount" means, in relation to a Dividend Amount, 100% of the cash dividend per Share declared by the Share Issuer to holders of record of a Share where the date that the Shares have commenced trading ex-dividend on the Exchange occurs during the relevant Dividend Period. "Ex Amount" shall exclude Extraordinary Dividends.

"Exchange" means, in respect of an Index, the stock exchange(s) so specified in the Final Terms or such other stock exchange on which such Index is, in the determination of the Calculation Agent, traded or quoted as the Calculation Agent may (in its absolute discretion) select and

notify to Noteholders in accordance with General Note Condition 11 (*Notices*) or (in any such case) any transferee or successor exchange.

"Exchange Business Day" means, in respect of an 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.

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

"Exchange Rate" is as defined in Index Linked Note Condition 4A(a).

"Extraordinary Dividend" means, in respect of a Share, an amount specified or otherwise determined as provided in the Final Terms. If no Extraordinary Dividend is specified or otherwise determined as provided in the Final Terms, the characterisation of a dividend or portion thereof as an Extraordinary Dividend shall be determined by the Calculation Agent.

"Final Deduction Amount" means an amount (determined by the Calculation Agent) equal to the product of the number of basis points specified in the Final Terms for the purposes of this definition and the Final Redemption Amount calculated without the deduction of the Noteholder Deduction Amount.

"Final Redemption Amount" means, in respect of a Note, the equivalent in the Settlement Currency of an amount determined by the Calculation Agent equal to the sum of (i) the Nominal Amount plus (ii) the product of the Nominal Amount and the Rate of Return less (iii) the Noteholder Deduction Amount.

"Final Price" means the price (expressed as an amount or an amount per Basket, as the case may be) in the currency in which the Initial Price is denominated determined by the Issuer in its sole discretion as being equal to the weighted average price at which the Issuer, in its sole discretion, determines that a Hypothetical Broker Dealer would be able to realise in unwinding its Hedge Positions during the Relevant Period.

"FX Disruption" is as defined in Index Linked Note Condition 4A(b).

"Hedge Positions" means (i) in the context of a Hypothetical Broker Dealer, at any time, such hedge positions that the Issuer determines in its sole discretion that a Hypothetical Broker Dealer would have entered into in order to hedge the equity price, dividend and other price risk (collectively referred to as "**Hedging Risk**"), including but not limited to, currency risk and dividend risk assumed by the Issuer when entering into and performing its obligations with respect to the Notes at that time, or (ii) in all other cases, any purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, futures, derivatives or foreign exchange, (b) stock loan transactions or (c) other instruments or arrangements (howsoever described) by the Issuer in order to hedge, individually or on a portfolio basis, any Hedging Risk in connection with the Notes.

"Hypothetical Broker Dealer" means a hypothetical person resident in the same jurisdiction as, and subject to the same securities, tax and other laws and rules and regulations of any financial and securities regulators, exchanges and self-regulating organisations as apply to, the Issuer or any Affiliate(s) of the Issuer designated by it.

"Index" means, subject as provided in Index Linked Note Condition 3B(a), each index specified in the Final Terms.

"Index Adjustment Event" means an Index Cancellation Event, an Index Disruption Event or an Index Modification Event".

"Index Basket Note" means a Note relating to more than one specified Indices.

"Index Cancellation Event" means, in respect of an Index, that the relevant Index Sponsor permanently cancels the Index and no Successor Index exists.

"Index Disruption Event" means, in respect of an Index, that on any date on which the level of such Index is required for the purposes of the Notes, the relevant Index Sponsor fails to calculate and announce the Index.

"Index Modification Event" means, in respect of an Index, that the relevant Index Sponsor announces that it will make a material change in the formula for or the method of calculating that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation and other routine events).

"Index Note" means a Note relating to a single specified Index.

"Index Sponsor" means 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 the relevant Index and (b) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Scheduled Trading Day.

"Initial Level" means that which the Calculation Agent determines to have been the level of the Index at the Scheduled Closing Time on the Issue Date or, if the Issue Date was not a Schedule Trading Day, the level of the Index at the Scheduled Closing Time on the next preceding Scheduled Trading Day.

"Initial Price" is as defined in the Final Terms.

"Local Jurisdiction" means the jurisdiction in which the Exchange(s) is located.

"Maturity Date" is as specified in the Final Terms, provided that if the Relevant Period exceeds the Scheduled Unwind Period, the Maturity Date shall be delayed by the number of Business Days by which the Relevant Period exceeds the Scheduled Unwind Period.

"Multi-Exchange Index" means an Index in respect of which there is more than one Exchange.

"Net Cash Dividend" means, in respect of a Share, the Ex Amount after the withholding or deduction of taxes that the Calculation Agent determines would be made by or on behalf of any Applicable Authority if that Share had been held by a Hypothetical Broker Dealer.

"Nominal Amount" means, in respect of each Note, its Specified Denomination.

"Noteholder Deduction Amount" means the equivalent in the Settlement Currency of an amount determined by the Calculation Agent as being equal to the sum of the following amounts:

- (a) the Final Deduction Amount;
- (b) the Accruing Deduction Amount as at the Valuation Date;
- (c) the Delivery Expenses, if any;
- (d) an amount per Note equal to any increased tax, duty, expenses, fee or other costs which the Issuer determines in its sole discretion would be incurred by a Hypothetical Broker Dealer (as compared with circumstances existing on the Issue Date) to unwind or dispose of its Hedge Positions in respect of that Note;
- (e) an amount per Note equal to any taxes to which the Issuer is subject, directly or indirectly, in relation to any Hedge Position it may have acquired or otherwise in connection with that Note;
- (f) an amount per Note which represents the Issuer's reasonable and good faith estimate of any taxes which may be incurred by the Issuer in the future in respect of that Note or any Hedge Position in respect of that Note; and

- (g) if the Notes are being redeemed following the occurrence of a Change in Market Conditions Event, such amount per Note as the Issuer considers appropriate (without double counting) to account for any loss suffered, or costs or expenses incurred, by the Issuer as a result of the occurrence of the Change in Market Conditions Event attributable to that Note, so as to put the Issuer in the position it would have been but for the occurrence of the Change in Market Conditions Event.

"**Notional Rate of Return**" means a rate determined by the Calculation Agent as of the relevant date of determination on a formula basis as follows:

$$\frac{(\text{Official Closing Level} - \text{Initial Level})}{\text{Initial Level}}$$

"**Notional Redemption Amount**" means, on any date of determination, an amount determined by the Calculation Agent to be equal to the amount which would result from the sum of (i) the Nominal Amount and (ii) the product of the Nominal Amount and the Notional Rate of Return.

"**Official Closing Level**" means the level of the Index at Scheduled Closing Time on the Exchange on the date of determination or, if the date of determination is not a Scheduled Trading Day, the level of the Index at Scheduled Closing Time on the next preceding Scheduled Trading Day.

"**Rate of Return**" means a rate determined by the Calculation Agent as of the relevant Valuation Date on a formula basis as follows:

$$\frac{(\text{Final Price} - \text{Initial Price})}{\text{Initial Price}}$$

"**Reference Currency**" means the currency in which the Hedge Positions of the Hypothetical Broker Dealer in respect of the Notes are denominated in or, as the case may be, which dividends are paid or, if the Calculation Agent determines that there is a change to the lawful currency of the Local Jurisdiction or in which, in respect of the Hedge Positions of the Hypothetical Broker Dealer, the Shares are traded on the Exchange or otherwise in the Local Jurisdiction, such other currency or currencies as the Calculation Agent may designate.

"**Reference Currency Amounts**" is as defined in Index Linked Note Condition 4A(b).

"**Reference Currency Election**" is as defined in Index Linked Note Condition 4A(b).

"**Reference Currency Election Notice**" is as defined in Index Linked Note Condition 4A(b).

"**Related Exchange(s)**" means, in respect of an Index, the Related Exchange(s), if any, as specified in the Final Terms, or such other options or futures exchange(s) as the Calculation Agent may, in its absolute discretion, select and notify to Noteholders in accordance with General Note Condition 11 (*Notices*) or, in any such case, any transferee or successor exchange, provided however, that where "All Exchanges" is specified as the Related Exchange in the Final Terms "**Related Exchange**" shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

"**Relevant Period**" means the period, commencing on the Determination Date, which the Issuer determines in its sole discretion that would have been required in order for a Hypothetical Broker Dealer to unwind its Hedge Positions.

"**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, in respect of an Index other than 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, in the case of a Multi-Exchange Index,

any day on which the Index Sponsor publishes the level of the Index and each Related Exchange is scheduled to be open for trading for its regular trading sessions.

"**Scheduled Unwind Period**" is as defined in the Final Terms.

"**Settlement Currency**" is as defined in the Final Terms.

"**Settlement Disruption Event**" means an event determined by the Calculation Agent to be beyond the control of the Issuer as a result of which the Issuer cannot transfer (or it would be contrary to applicable laws and regulations for the Issuer to transfer) Shares comprised in the Affected Index Shares in accordance with these Index Linked Note Terms and Conditions.

"**Share**" means each share comprised in an Index.

"**Share Delivery Date**" means, in respect of a Share, subject as provided in Index Linked Note Conditions 3A(d)(ii) (*Delivery of Shares; Settlement Disruption*), the date determined by the Calculation Agent to fall the number of days equal to the standard settlement period for the Shares on the Exchange plus 2 Business Days after the date on which the Delivery Conditions have been satisfied.

"**Share Issuer**" means the issuer of the relevant Share.

"**Successor Index**" is as defined in Index Linked Note Condition 3B(a).

"**TARGET Settlement Day**" means a day on which the TARGET2 System or any successor thereto is operating, where "**TARGET2**" means Trans-European Automated Real-Time Gross Settlement Express Transfer.

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

"**Trading/Exchange Disruption Event**" means, in respect of an Index, the occurrence or existence (as determined by the Calculation Agent) on any Scheduled Trading Day of a Trading Disruption or an Exchange Disruption which in either case the Calculation Agent determines is material or an Early Closure.

"**Valuation Date**" means the final day of the Relevant Period.

GENERAL TERMS AND CONDITIONS OF WARRANTS AND CERTIFICATES

The following is the text of the general terms and conditions which, subject to the provisions of the Participation Security Terms and Conditions and the relevant Final Terms, shall be applicable to Warrants and Certificates.

Standard Bank Plc (the "**Issuer**") has established a programme for the issuance of participation securities (the "**Programme**") pursuant to which it may issue, *inter alia*, warrants (the "**Warrants**") and certificates (the "**Certificates**"), which expressions shall include, wherever the context so admits, any Warrants or, as the case may be, Certificates issued pursuant to General Warrant and Certificate Condition 7 (*Further Issues*)).

In relation to the Warrants and Certificates, the Issuer has executed a warrant and certificate agreement dated 2 February 2011 (as amended, restated or supplemented from time to time, the "**Certificate Agreement**"), with Standard Bank plc as principal warrant and certificate agent (the "**Principal Warrant and Certificate Agent**", which expression shall include, wherever the context so admits, any successor principal warrant and certificate agent), and the other warrant and certificate agent named therein (a "**Warrant and Certificate Agent**" and, together with the Principal Warrant and Certificate Agent, wherever the context so admits, the "**Warrant and Certificate Agents**" which expression shall include, wherever the context so admits, any substitute or additional warrant and certificate agents). The Certificateholders and the Warrantholders (as defined in General Warrant and Certificate Condition 1 (*Form, Denomination, Title and Transfer*)) are deemed to have notice of all the provisions of the Warrant and Certificate Agreement applicable to them. The Issuer has executed a general deed of covenant by deed poll (the "**Deed of Covenant**") dated 2 February 2011 in favour of Certificateholders from time to time in respect of Certificates issued from time to time under the Programme and in favour of Warrantholders from time to time in respect of Warrants issued from time to time under the Programme under which it has agreed to comply with the terms of all such Certificates and Warrants. Copies of the Warrant and Certificate Agreement (including the forms of global warrant and global certificate referred to below) and the Deed of Covenant are, and, so long as any Warrant or Certificate remains outstanding, will be available for inspection during normal business hours at the specified offices of the Warrant and Certificate Agents.

The Warrants and Certificates are issued in series (each a "**Series**") each comprising one or more tranches (each a "**Tranche**") and are subject to these General Warrant and Certificate Conditions, as modified and/or supplemented by the terms of the Participation Security Terms and Conditions and the relevant Final Terms relating to the relevant Warrants or, as the case may be, Certificates. The relevant Final Terms will be appended to the global warrant (the "**Global Warrant**") representing the relevant Warrants or, as the case may be to the global certificate (the "**Global Certificate**") representing the relevant Certificates.

In these general terms and conditions of warrants and certificates (the "**General Warrant and Certificate Conditions**"):

- (i) "**Central Clearing System(s)**" means Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**");
- (ii) "**Clearing System**" means to a Central Clearing System or a National Clearing System, as the case may be, and shall include its respective successors and assigns;
- (iii) "**Conditions**" means these General Warrant and Certificate Conditions as modified and/or supplemented by the Participation Security Terms and Conditions and the relevant Final Terms;
- (iv) "**General Warrant and Certificate Condition**" refers to the specific provision of these General Warrant and Certificate Conditions;
- (v) "**National Clearing System(s)**" means such other Clearing Systems (if any) as may be specified in the relevant Final Terms or notified to Warrantholders or, as the case may be, Certificateholders in accordance with General Warrant and Certificate Condition 8 (*Notices*); and
- (vi) "**Participation Security Condition**" refers to the specific provision of the Participation Security Terms and Conditions.

Expressions used herein and not defined shall have the meaning given to them in the Participation Security Terms and Conditions or the relevant Final Terms. In the event of any inconsistency between these General Warrant and Certificate Conditions and the Participation Security Terms and Conditions, the Participation Security Terms and Conditions will prevail. In the event of any inconsistency between these General Warrant and Certificate Conditions, the Participation Security Terms and Conditions and the relevant Final Terms, the relevant Final Terms will prevail.

1. **Form, Denomination, Title and Transfer**

(a) ***Form***

Each Tranche of Warrants shall be represented at all times by a Global Warrant and each Tranche of Certificates shall be represented at all times by a Global Certificate, in each case, deposited outside the United Kingdom with a common depository for the Central Clearing Systems. Warrants or Certificates in definitive form shall not be issued. The Warrants and Certificates are issued in registered form in the Specified Denomination(s) specified in the Final Terms, which shall not be less than EUR 1 or the equivalent in the Specified Currency.

(b) ***Title***

Each person for the time being appearing in the books of the relevant Clearing System(s) as the holder of a Warrant (other than one Clearing System to the extent that it appears on the books of another Clearing System), or such other person as may be specified as a Warrantholder in the relevant Final Terms, shall be treated for all purposes by the Issuer, the Warrant and Certificate Agents and the relevant Clearing System(s) as the holder thereof, notwithstanding any notice to the contrary (each such person being referred to herein as a "**Warrantholder**").

Each person for the time being appearing in the books of the relevant Clearing System(s) as the holder of a Certificate (other than one Clearing System to the extent that it appears on the books of another Clearing System), or such other person as may be specified as a Certificateholder in the relevant Final Terms, shall be treated for all purposes by the Issuer, the Warrant and Certificate Agents and the relevant Clearing System(s) as the holder thereof, notwithstanding any notice to the contrary (each such person being referred to herein as a "**Certificateholder**").

(c) ***Transfer***

Transfers of Warrants may be effected only in integral multiples of the minimum transferable Number of Warrants (the "**Minimum Transferable Number of Warrants**") specified in the relevant Final Terms and transfers of Certificates may be effected only in integral multiples of the minimum transferable Number of Certificates (the "**Minimum Transferable Number of Certificates**"). Transfers will be effected through the relevant Clearing System and as otherwise specified in the relevant Final Terms. Title will pass upon registration of the transfer in the books of such relevant Clearing System or as otherwise specified in the relevant Final Terms.

2. **Status**

The Warrants and Certificates are unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves and equally with all other unsubordinated and unsecured obligations of the Issuer from time to time outstanding.

3. **Redemption and Payment**

(a) ***Payments on the Maturity Date***

The Issuer will (to the extent such Warrants or, as the case may be, Certificates have not been previously redeemed in accordance with the Conditions) pay or cause to be paid on the Maturity Date the Final Redemption Amount in respect of each Warrant or Certificate to the relevant Clearing System for credit to the Warrantholder's or, as the

case may be, Certificateholder's account or, as otherwise specified in the relevant Final Terms, for value on the Redemption Date. The Final Redemption Amount will be calculated as set out in the Participation Security Terms and Conditions.

(b) ***Payment subject to applicable laws etc.***

Payment by the Issuer of the Final Redemption Amount or Distribution Payment Amount (if applicable) will be subject in all cases to all applicable fiscal and other laws, regulations and practices in force at the relevant time (including, without limitation, any relevant exchange control laws or regulations and the rules and procedures of the relevant Clearing System) and neither the Issuer nor any Warrant and Certificate Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated after using all reasonable efforts, as a result of any such laws, regulations and practices. Neither the Issuer nor any Warrant and Certificate Agent shall under any circumstances be liable for any acts or defaults of any Clearing System in the performance of its duties in relation to the Warrants or Certificates.

4. **Illegality**

The Issuer may terminate any Series of Warrants or Certificates if it has determined in good faith that the performance of its obligations thereunder or that any arrangement made to hedge its obligations thereunder has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance by the Issuer with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or any change in the interpretation thereof ("**applicable law**"). In such circumstances, the Issuer shall, however, if and to the extent permitted by applicable law, pay or cause to be paid to the account of the relevant Clearing System (or to the account of the relevant Warranholders or, as the case may be Certificateholders in such other manner as may be permitted by applicable law) in respect of each Warrant held by such Warranholder or, as the case may be, Certificate held by such Certificateholder an amount determined by the Issuer as representing the fair market value of such Warrant or Certificate immediately prior to such termination (ignoring such unlawfulness, illegality or, as the case may be, other prohibition). Payment shall be made through the relevant Clearing System only and in such manner as shall be notified to the relevant Warranholders or, as the case may be, Certificateholders in accordance with General Warrant and Certificate Condition 8 (*Notices*).

5. **Purchases by the Issuer**

The Issuer, any subsidiary and/or any Affiliate of the Issuer may at any time purchase Warrants and/or Certificates at any price in the open market or by tender or private treaty. Any Warrants and/or Certificates so purchased may be held or resold or surrendered for cancellation.

Reference to "**Affiliate**" includes any entity controlled, directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer and any entity under common control with the Issuer. As used herein, "**control**" means ownership of a majority of the voting power of the entity or, as the case may be, the Issuer and "**controlled by**" and "**controls**" shall be construed accordingly.

6. **Warrant and Certificate Agents**

The Issuer reserves the right at any time to vary or terminate the appointment of any of the Warrant and Certificate Agents, **provided that** (i) so long as any Warrant or Certificate is outstanding, there shall be a Principal Warrant and Certificate Agent and (ii) so long as the Warrants or Certificates are listed on any stock exchange and the rules of that stock exchange or the relevant competent authority so require there shall be a Warrant and Certificate Agent with a specified office in the city in which such stock exchange is located. Notice of any termination of appointment and of any changes in the specified office of any of the Warrant and Certificate Agents shall be given to Warranholders and Certificateholders in accordance with General Warrant and Certificate Condition 8 (*Notices*). In acting under the Warrant and Certificate Agreement, the Warrant and Certificate Agents shall act solely as agents of the Issuer and shall

not assume any obligation or duty to or any relationship of agency or trust for or with, the Warrantheolders or the Certificateholders.

7. **Further Issues**

The Issuer may from time to time without the consent of the relevant Warrantheolders or, as the case may be Certificateholders create and issue further warrants or, as the case may be certificates, so as to form a single Series with the existing Warrants, or as the case may be, Certificates of any Series.

8. **Notices**

Notices to Warrantheolders and Certificateholders shall be valid if delivered to the Central Clearing Systems for communication by them to Warrantheolders and/or Certificateholders (via any relevant Clearing System, as applicable) and so long as the Warrants or Certificates are listed on any stock exchange, if published in such manner as the rules of such exchange may require. Any such notice shall be deemed to have been given on the second weekday following such delivery or, where notices are so published, on the date of publication or, if published more than once or on different dates, on the date of the first such publication.

9. **Calculations**

The calculations and determinations of the Issuer shall be final and binding upon the Certificateholders (save in the case of manifest error). The Issuer shall have no responsibility for good faith errors or omissions in its calculations and determinations as provided in the Conditions, whether caused by negligence or otherwise.

10. **Taxation**

The Issuer is not liable for or otherwise obliged to pay, and the relevant Warrantheolder or Certificateholder shall pay, any tax, duty, charges, withholding or other payment which may arise as a result of, or in connection with, the ownership, transfer, redemption or enforcement of any Certificate, including, without limitation, the payment of any Redemption Amount or Distribution Payment Amount. The Issuer shall have the right, but not the duty, to withhold or deduct from any amount payable to the Warrantheolder or Certificateholder, such amount as is necessary (i) for the payment of any such taxes, duties, charges, withholdings or other payments or (ii) for effecting reimbursement to the Issuer for any payment by it of any tax, duty, charge, withholding or other payment referred to in this General Warrant and Certificate Condition 10.

11. **Minimum Trading Multiples**

If so specified in the relevant Final Terms, the Warrants or Certificates of any Series may only be subscribed and transferred in the integral multiples (each a "**Minimum Trading Multiple**") specified in the relevant Final Terms.

12. **Modification**

The Issuer may modify the Conditions without the consent of any Warrantheolder or Certificateholder for the purposes of curing any ambiguity or correcting or supplementing any provision contained in them in any manner which the Issuer may deem necessary or desirable **provided that** such modification is not, in the determination of the Issuer, prejudicial to the interests of the Warrantheolders and Certificateholders. Notice of any such modification will be given to the Warrantheolders and Certificateholders.

13. **Third Parties**

No person shall have any right to enforce any term or condition of the Warrants and Certificates under the Contracts (Rights of Third Parties) Act 1999.

14. **Miscellaneous Definitions**

References to "**AUD**" are to Australian dollars, references to "**CAN**" are to Canadian dollars, references to "**DKr**" are to Danish Krone, references to "**EUR**" and "**€**" are to euro, references to "**GBP**" and "**£**" are to pounds sterling, references to "**HK\$**" and "**HKD**" are to Hong Kong dollars, references to "**JPY**" and "**¥**" are to Japanese yen, references to "**Nkr**" and "**NOK**" are to Norwegian Kroner, references to "**SKr**" are to Swedish Kronor, references to "**CHF**" and "**Sfr**" are to Swiss Francs and references to "**USD**" and "**U.S.\$**" are to United States dollars.

15. **Governing Law**

The Warrants and Certificates and the Global Warrants and Global Certificates and any non-contractual matters arising out of or in connection with them are governed by English law.

GENERAL TERMS AND CONDITIONS OF THE NOTES

The following is the text of the general terms and conditions that, subject to the provisions of the Participation Security Terms and Conditions or the Index Linked Notes Terms and Conditions (as applicable) and the relevant Final Terms, shall be applicable to the Notes.

The Notes (which expression shall include any Notes issued pursuant to General Note Condition 10 (*Further Issues*)) are issued pursuant to an Agency Agreement as amended or supplemented as at the Issue Date (the "**Agency Agreement**") dated 2 February 2011 between the Issuer, Standard Bank plc as fiscal agent and the other agents named in it. The fiscal agent, the paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Fiscal Agent**", the "**Paying Agents**" (which expression shall include the Fiscal Agent), the "**Registrar**", the "**Transfer Agents**" and the "**Calculation Agent(s)**" (together the "**Agents**"). The Noteholders (as defined in General Note Condition 1 (*Form, Denomination and Title*)) are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

Copies of the Agency Agreement are available for inspection at the specified offices of each of the Paying Agents, the Registrar and the Transfer Agents.

The Notes of any series (a "**Series**") and of any tranche (a "**Tranche**") comprising, together with another Tranche or other Tranches, a Series, are subject to the Conditions (as defined below).

In these General Note Conditions:

- (i) "**Conditions**" means these General Note Conditions as modified and/or supplemented by the Participation Security Terms and Conditions or the Index Linked Note Terms and Conditions (as applicable) and the relevant Final Terms;
- (ii) "**General Note Condition**" refers to the specific provision of these General Terms and Conditions of the Notes; and
- (iii) "**Participation Security Condition**" refers to the specific provision of the Participation Security Terms and Conditions.

Expressions used herein and not defined shall have the meaning given to them in the Participation Security Terms and Conditions or the Index Linked Notes Terms and Conditions (as applicable). In the event of any inconsistency between the General Note Conditions and the Participation Security Terms and Conditions or the Index Linked Notes Terms and Conditions (as applicable), the Participation Security Terms and Conditions or the Index Linked Notes Terms and Conditions (as applicable) will prevail. In the event of any inconsistency between the General Note Conditions, the Participation Security Terms and Conditions or the Index Linked Notes Terms and Conditions (as applicable) and the Final Terms, the Final Terms will prevail.

1. **Form, Denomination and Title**

The Notes are issued in bearer form ("**Bearer Notes**", which expression includes Notes that are specified to be Exchangeable Bearer Notes) or in registered form ("**Registered Notes**") in each case in the Specified Denomination(s) specified in the Final Terms.

All Registered Notes shall have the same Specified Denomination.

Bearer Notes are serially numbered.

Registered Notes are represented by registered certificates ("**Registered Certificates**") and each Registered Certificate shall represent the entire holding of Registered Notes by the same Noteholder.

Title to the Bearer Notes shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). Except as ordered by a court of competent jurisdiction or as required by law, the Noteholder 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 Registered Certificate representing it) or its theft or loss (or that of the related Registered Certificate) and no person shall be liable for so treating the Noteholder.

"**Noteholder**" means the bearer of any Bearer Note or the person in whose name a Registered Note is registered (as the case may be).

2. **Status**

The Notes are unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* and rateably without any preference among themselves and equally with all other unsubordinated and unsecured obligations on the Issuer from time to time outstanding.

3. **Redemption, Purchase and Options**

(a) ***Final Redemption***

Unless previously redeemed, purchased and cancelled in accordance with the Conditions, each Note shall be finally redeemed on the Maturity Date at its Final Redemption Amount.

(b) ***Early Redemption***

The Redemption Amount payable in respect of any Note, upon redemption of such Note pursuant to General Note Condition 3(c) (*Redemption for Illegality*) or upon it becoming due and payable as provided in General Note Condition 7 (*Events of Default*), shall be the fair market value of such Note immediately prior to such early redemption (ignoring any unlawfulness, illegality or, as the case may be other prohibition).

(c) ***Redemption for Illegality***

The Issuer shall have determined in good faith that the performance of any of its obligations under the Notes or that any arrangements made to hedge its position under the Notes shall have 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 any change in the interpretation thereof, then the Issuer may, having given not more than 30 nor less than 15 days' notice to Noteholders in accordance with General Note Condition 11 (*Notices*) (which notice shall be irrevocable), redeem all, but not some only, of the Notes at the Redemption Amount provided in General Note Condition 3(b) (*Early Redemption*).

(d) ***Purchases***

The Issuer, any Subsidiary and/or any Affiliate of the Issuer may at any time purchase Notes in the open market or otherwise at any price and may hold or resell them or surrender them as provided below for cancellation. References to "**Affiliate**" include any entity controlled, directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer and any entity under common control with the Issuer. References to "**Subsidiary**" mean a subsidiary as defined in section 1159 of the Companies Act 2006. As used herein, "**control**" means ownership of a majority of the voting power of the entity or, as the case may be, the Issuer and "**controlled by**" and "**controls**" shall be construed accordingly.

(e) ***Cancellation***

Notes purchased by or on behalf of the Issuer or any of its Subsidiaries or Affiliates may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note to the Fiscal Agent and, in the case of Registered Notes, by surrendering the Registered Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled

forthwith. Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

(f) ***Reference to Principal***

References to principal shall be deemed to include, wherever the context so admits, any amounts payable under the Notes other than by way of interest.

4. **Payments**

Bearer Notes

Paragraphs (a) to (d) of this General Note Condition 4 are only applicable to Bearer Notes.

(a) ***Manner of Payment***

Payments in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Notes (in the case of payment of principal), at the specified office of any Paying Agent outside the United States by a cheque payable in the Settlement Currency drawn on, or, at the option of the Noteholder, by transfer to an account denominated in the Settlement Currency 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 the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (the "**TARGET System**").

(b) ***Payments in the United States***

Notwithstanding the foregoing, payments in respect of Bearer Notes of which the Settlement Currency is U.S. dollars may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(c) ***Payments Subject to Fiscal Laws***

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of General Note Condition 5 (*Taxation*). No commission or expenses shall be charged to the Noteholders in respect of such payments.

(d) ***Non-Business Days***

If any date for payment in respect of any Note is not a business day, the Noteholder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in the relevant place of presentation, in such jurisdictions as shall be specified as "Additional Financial Centers" in the relevant Final Terms and:

- (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, a day on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

- (ii) (in the case of a payment in euro) a day on which the TARGET System is open for the settlement of payments in euro (a "**TARGET Business Day**").

Registered Notes

Paragraphs (e) to (i) of this General Note Condition 4 are only applicable to Registered Notes.

(e) ***Method of Payment***

Payments in respect of Registered Notes shall be made by cheque drawn in the Settlement Currency drawn on, or, upon application by a holder of a Registered Note to the specified office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in the Settlement Currency 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 the TARGET System.

(f) ***Payments subject to Fiscal Laws***

All payments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of General Note Condition 5 (*Taxation*). No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(g) ***Non-Business Days***

Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not business day, for value the next succeeding business day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed on the later of the due date for payment and the day on which the relevant Registered Certificate is surrendered (or, in the case of part payment only, endorsed) at the specified office of a Paying Agent. A Noteholder shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a business day or (B) a cheque mailed in accordance with this General Note Condition 4 arriving after the due date for payment or being lost in the mail. In this paragraph, "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in the relevant place of presentation, in such jurisdictions as shall be specified as "Additional Financial Centers" in the relevant Final Terms and:

- (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
- (ii) (in the case of a payment in euro) which is a TARGET Business Day.

(h) ***Partial payments***

If a Paying Agent makes a partial payment in respect of any Registered Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Registered Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Registered Certificate.

(i) ***Record Date***

Each payment in respect of a Registered Note will be made to the person shown as the Noteholder in the Register at the opening of business in the place of the Registrar's specified office on the fifteenth day before the due date for such payment (the "Record Date"). Where payment in respect of a Registered Note is to be made by cheque, the cheque will be mailed to the address shown as the address of the Noteholder in the Register at the opening of business on the relevant Record Date.

All Notes

Paragraph (j) of this General Note Condition 4 is applicable to all Notes.

(j) **Appointment of Agents**

The Fiscal Agent, the Paying Agents, the Registrar and the Transfer Agents initially appointed by the Issuer and their respective specified offices are listed in the section entitled "**General Information**" in this Base Prospectus. The Fiscal Agent, the Paying Agents, the Registrar and the Transfer Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registrar and any Transfer Agent and to appoint additional or other Paying Agents or Transfer Agents, **provided that** the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) so long as the Notes are listed on any stock exchange and the rules of that stock exchange or the relevant competent authority so require such Paying Agents or other agents as may be required by the rules of such stock exchange or competent authority and (vii) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York in respect of any Notes of which the Settlement Currency is U.S. dollars in the circumstances described in paragraph (b) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

5. **Taxation**

The Issuer is not liable for or otherwise obliged to pay, and the relevant Noteholder shall pay, any tax, duty, charges, withholding or other payment which may arise as a result of, or in connection with, the ownership, transfer, redemption or enforcement of any Note, including, without limitation, the payment of any Redemption Amount or Distribution Payment Amount. The Issuer shall have the right, but not the duty, to withhold or deduct from any amount payable to the Noteholder, such amount as is necessary (i) for the payment of any such taxes, duties, charges, withholdings or other payments or (ii) for effecting reimbursement to the Issuer for any payment by it of any tax, duty, charge, withholding or other payment referred to in this General Note Condition 5.

6. **Prescription**

Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within 10 years (in the case of principal) from the appropriate Relevant Date in respect of them.

7. **Events of Default**

If any one or more of the following events (each, an "**Event of Default**") has occurred and is continuing:

- (a) the Issuer fails to pay any amount due on the Notes within 30 days after the due date; or
- (b) a resolution is passed, or a final order of a court in the United Kingdom is made and, where possible, not discharged or stayed within a period of 90 days, that the Issuer be wound up or dissolved.

then the holder of any Note may by notice in writing given to the Fiscal Agent at its specified office, declare such Note immediately due and payable, whereupon such Note shall become redeemable at the Redemption Amount provided in General Note Condition 3(b) (*Early*

Redemption) unless prior to the time when the Fiscal Agent receives such notice all Events of Default have been cured.

8. **Meetings of Noteholders and Modifications**

(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 of a modification of any of these General Note Conditions. Such a meeting may be convened by Noteholders holding not less than one tenth in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting 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 maturity or redemption of the Notes, (ii) to reduce or cancel the nominal amount of, or any other amount payable or deliverable on redemption of, the Notes, (iii) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount, the Redemption Amount under General Note Condition 3(b) (*Early Redemption*) or any other amount payable on the Notes, (iv) to vary the currency or currencies of payment or denomination of the Notes, (v) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply or (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders 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 nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed).

(b) ***Modification 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.

9. **Replacement of Notes**

If a Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Fiscal Agent (in the case of Notes) and of the Registrar (in the case of Registered 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 or Registered Certificate is subsequently presented for payment, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes or Registered Certificates) and otherwise as the Issuer may require. Mutilated or defaced Notes or Registered Certificates must be surrendered before replacements will be issued.

10. **Further Issues**

The Issuer may from time to time without the consent of the Noteholders create and issue further Notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in the conditions of such Notes to "**Issue Date**" shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these General Note Conditions to "**Notes**" shall be construed accordingly.

11. **Notices**

Notices to the holders of Registered Notes shall be published in accordance with the procedure set out in this General Condition for Bearer Notes and shall also be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*) and, as long as the Notes are listed on any stock exchange, if published in such manner as the rules of such exchange may require. If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

12. **Calculations and Determinations**

The Issuer shall not have any responsibility for good faith errors or omissions in its calculations and determinations as provided in the Conditions, whether caused by negligence or otherwise. The calculations and determinations of the Issuer shall be made in accordance with the Conditions having regard in each case to the criteria stipulated herein and (where relevant) on the basis of information provided to or obtained by employees or officers of the Issuer responsible for making the relevant calculation or determination and shall, in the absence of manifest error, be final, conclusive and binding on Noteholders.

13. **Third Parties**

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999 except and to the extent (if any) that the Notes expressly provide for such Act to apply to any of their terms.

14. **Governing Law and Jurisdiction**

The Notes and any non-contractual matters arising out of or in connection with the Notes are governed by, and shall be construed in accordance with, English law.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Initial Issue of Notes

Each Tranche of Bearer Notes will initially be represented by a Global Note which will be deposited on the relevant issue date thereof with a common depositary (the "**Common Depositary**") on behalf of Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system.

Each Tranche of Registered Notes which are Regulation S Securities will initially be represented by a Regulation S Global Certificate and each Tranche of Registered Notes which are Rule 144A Securities will be represented on issue by a Rule 144A Global Certificate. On the relevant issue date, each Global Registered Certificate will be registered in the name of, and deposited with, the Common Depositary on behalf of Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system.

Global Notes will be issued in classic global note form and Global Registered Certificates are not intended to be held under the new safekeeping structure.

Upon the initial deposit of a Global Note or, as the case may be, a Global Registered Certificate with the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the Issue Specific Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Relationship of Accountholders with Clearing Systems

Clearing System Accountholders

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note or a Global Registered Certificate (each an "**Accountholder**") must look solely to Euroclear, Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the holder of such Global Note or Global Registered Certificate and in relation to all other rights arising under such Global Note or Global Registered Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under a Global Note or Global Registered Certificate will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by a Global Note or Global Registered Certificate, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the holder of such Global Note or Global Registered Certificate.

Transfers of Interests in Global Notes and Global Registered Certificates

Transfers of interests in Global Notes and Global Registered Certificates within Euroclear and Clearstream, Luxembourg or any other relevant clearing system will be in accordance with their respective rules and operating procedures. None of the Issuer, the Registrar, the Dealers or the Agents will have any responsibility or liability for any aspect of the records of Euroclear and Clearstream, Luxembourg or any other relevant clearing system or any of their respective participants relating to payments made on account of beneficial ownership interests in a Global Note or Global Registered Certificate or for maintaining, supervising or reviewing any of the records of Euroclear and Clearstream, Luxembourg or any other relevant clearing system or the records of their respective participants relating to such beneficial ownership interests.

The laws of some states of the United States require that certain persons receive individual certificates in respect of their holdings of Notes. Consequently, the ability to transfer interests in a Global Registered Certificate to such persons will be limited. Because clearing systems 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 Registered Certificate to pledge such interest to persons or entities which do not participate in the relevant

clearing systems, or otherwise take actions in respect of such interest, may be affected by the lack of an Definitive Registered Certificate representing such interest.

Exchange

Exchange of Global Note for Definitive Notes

Each Global Note will be exchangeable for Definitive Notes, in whole but not in part and free of charge to the holder, if either of the following events occurs:

- (1) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- (2) any of the circumstances described in General Note Condition 7 (*Events of Default*) occurs..

Whenever the Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated, in an aggregate principal amount equal to the principal amount of the Global Note to the bearer of the Global Note against the surrender of the Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange.

Exchange of Global Registered Certificate for Definitive Registered Certificates

Each Global Registered Certificate evidencing Registered Notes will be exchangeable for Definitive Registered Certificates, in whole but not in part and free of charge to the holder, if either of the following events occurs:

- (1) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- (2) any of the circumstances described in General Note Condition 7 (*Events of Default*) occurs..

Whenever a Global Registered Certificate is to be exchanged for Definitive Registered Certificates, each person having an interest in such Global Registered Certificate must provide the Registrar (through the relevant clearing system) with such information as the Issuer and the Registrar may require to complete and deliver Definitive Registered Certificates (including the name and address of each person in whose name the Notes represented by the Definitive Registered Certificates are to be registered and the principal amount of each such person's holding). In addition, whenever a Rule 144A Global Registered Certificate is to be exchanged for Definitive Registered Certificates, each person having an interest in the Rule 144A Global Registered Certificate must provide the Registrar (through the relevant clearing system) with a certificate given by or on behalf of the holder of each beneficial interest in the Rule 144A Global Registered Certificate stating either (i) that such holder is not transferring its interest at the time of such exchange or (ii) that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Notes and that the person transferring such interest reasonably believes that the person acquiring such interest is a QIB and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A. Definitive Registered Certificates issued in exchange for interests in the Rule 144A Global Registered Certificate will bear the legends and be subject to the transfer restrictions set out under "*Transfer Restrictions*".

Whenever a Global Registered Certificate is to be exchanged for Definitive Registered Certificates, the Issuer shall procure that Definitive Registered Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Certificate within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Certificate to the Registrar of such information as is required to complete and deliver such Definitive Registered Certificates against the surrender of the Global Registered Certificate at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Trust Deed and the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled to the Agency Agreement and, in particular, shall be effected without charge to any holder, but against such indemnity

as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

Legends

The Global Note and any Definitive Notes representing any Tranche of Bearer Notes having a maturity of more than 365 days will bear a legend to the following effect:

"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."

Amendment to Conditions

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and the terms and conditions applicable to Notes represented by Definitive Registered Certificates will be endorsed on such Definitive Registered Certificates and will consist of the terms and conditions set out under "*General Terms and Conditions of the Notes*" as modified and supplemented by the terms and conditions set out under "*Participation Security Terms and Conditions*" and the provisions of the relevant Final Terms.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described below.

Payments

No payment falling due after the date on which any Global Note or Global Registered Certificate is due to be exchanged for Definitive Notes or, as the case may be, Definitive Registered Certificates will be made on such Global Note or, as the case may be, Global Registered Note, unless such exchange is improperly withheld or refused. All payments in respect of Notes 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 or Global Registered Certificate to or to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose.

Prescription

Claims against the Issuer in respect of Notes that are represented by a Global Note or Global Registered Certificate will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years from the appropriate Relevant Date (as defined in General Note Condition 5 (*Taxation*)).

Meetings

The holder of a Global Note or Global Registered Certificate shall (unless such Global Note or Global Registered 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 Global Note or Global Registered Certificate shall be treated as having one vote in respect of each minimum Specified Denomination of Notes represented by such Global Note or Global Registered Certificate.

Cancellation

Cancellation of any Note that is required by the General Note Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant Global Note or, as the case may be, in the principal amount of Notes represented by the relevant Global Registered Certificate.

Notices

So long as any Notes are represented by a Global Note or a Global Registered Certificate and such Global Note or Global Registered Certificate is held on behalf of a clearing system, notices to the holders of Notes 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 General

Note Conditions or by delivery of the relevant notice to the holder of the Global Note or Global Registered Certificate.

Record Date

Notwithstanding the provisions of General Note Condition 4(i) (*Record Date*), for so long as any Notes are evidenced by a Global Note or, as the case may be, Global Registered Certificate and such Global Note or Global Registered Certificate is held by or on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system, payments in respect of the Notes will be made to each account holder in whose account with a Clearing System the Notes are held at the opening of business on the Clearing System Business Day before the due date for such payment, where "**Clearing System Business Day**" means a day on which each Clearing System for which the Global Note or, as the case may be, Global Registered Certificate is being held is open for business.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase and holding of Securities by (1) employee benefit plans that are subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (2) plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), (3) any plan, account or arrangement (including, without limitation, governmental and non-U.S. plans) that, while not subject to Title I of ERISA or Section 4975 of the Code, is subject to similar provisions of any federal, state, local, non-U.S. or other law, rule or regulation (collectively, "**Similar Law**"), and (4) entities whose underlying assets are considered to include "plan assets" (within the meaning of ERISA or Similar Law) of any such plans, accounts and arrangements described in (1), (2) or (3) (each, a "**Plan**"). This summary is general in nature and is not intended to be all-inclusive. 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 Securities on behalf of, or with the assets of, any employee benefits plan, consult with their own counsel to determine whether such employee benefits plan is subject to Title I of ERISA, Section 4975 of the Code or any other Similar Law, in which case you may be prohibited from purchasing, acquiring or holding the Securities.

General Fiduciary Considerations

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an "**ERISA Plan**") and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of such an ERISA Plan or the management or disposition of the assets of such an ERISA Plan, or who renders investment advice for a fee or other compensation, direct or indirect, to such an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

When considering an investment in the Securities of a portion of the assets of any Plan, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any other Similar Law relating to the fiduciary's duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other Similar Law.

Prohibited Transaction Considerations

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of Section 3(14) of ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless a statutory or administrative exemption or exception is applicable to the transaction. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code.

The acquisition or holding of the Securities by an ERISA Plan with respect to which we and any of our affiliates are considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory or administrative exemption or exception. In this regard, the U.S. Department of Labor (the "**DOL**") has issued prohibited transaction class exemptions ("**PTCEs**") that may apply to the acquisition and holding of the Securities. These exemptions include, without limitation, PTCE 91-38 (relating to investments by bank collective investment funds), PTCE 84-14 (relating to transactions effected by a "qualified professional asset manager"), PTCE 95-60 (relating to investments by an insurance company general account), PTCE 96-23 (relating to transactions directed by an in-house asset manager) and PTCE 90-1 (relating to investments by insurance company pooled separate accounts). In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code could provide relief from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code for certain transactions, provided that neither the issuer of the securities nor any of its affiliates (directly or indirectly) have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any Plan involved in the transaction and provided further that the Plan pays no more than adequate consideration in connection with the transaction. There can be no assurance that any of the PTCEs or any other exemption or exception will

be available with respect to any particular transaction involving the Securities, or that, if any of the PTCEs or another exemption or exception is available, it will cover all aspects of any particular transaction.

Because of the foregoing, unless otherwise specified in the relevant Final Terms, the Securities should not be purchased, held or disposed of by any Plan or any person acting on behalf of any Plan.

Plan Asset Considerations

Regulations promulgated under ERISA by the DOL, as modified by Section 3(42) of ERISA (together, the "**Plan Asset Regulations**"), provide that when an ERISA Plan acquires an "equity interest" in an entity that is neither a "publicly offered security" nor a security issued by an investment company registered under the U.S. Investment Company Act, the ERISA Plan's assets include both the equity interest and an undivided interest in each of the underlying assets of the entity unless it is established either that equity participation in the entity by "benefit plan investors" is not "significant" or that the entity is an "operating company," in each case as defined in the Plan Asset Regulations. For purposes of the Plan Asset Regulations, equity participation in an entity by benefit plan investors will not be significant if benefit plan investors hold, in the aggregate, less than 25% of the value of each class of equity interests of such entity, excluding equity interests held by any person (other than a benefit plan investor) who has discretionary authority or control with respect to the assets of the entity or who provides investment advice for a fee (direct or indirect) with respect to such assets, and any affiliates of such person. For purposes of this 25% test, "**benefit plan investors**" include ERISA Plans and any entity whose underlying assets include, or are deemed to include, their "plan assets" by reason of such ERISA Plan's investment in the entity under the Plan Asset Regulations, but exclude governmental and non-U.S. plans.

If our assets were deemed to be "plan assets" of an ERISA Plan holding the Securities, this would result in, among other things, (i) the application of the prudence and other fiduciary responsibility standards of ERISA to investments made by us, and (ii) the possibility that certain transactions that we might enter into, or may have entered into, in the ordinary course of business might constitute or result in non-exempt prohibited transactions under Section 406 of ERISA and/or Section 4975 of the Code and might have to be rescinded.

Because of the foregoing, the Securities may not be purchased by, transferred to or otherwise held by any Plan or any person acting on behalf of any Plan, except as may be otherwise specified in the relevant Final Terms.

Representations

Accordingly, each purchaser and holder of the Securities (or any interest therein) will be deemed to have represented, agreed and acknowledged that, except as otherwise specified in the relevant Final Terms, by its purchase and holding of the Securities (or any interest therein), it is not and for so long as it holds the Securities (or any interest therein) will not be a Plan. Any purported purchase, transfer or holding of the Securities that does not comply with the foregoing requirements shall be null and void *ab initio*.

TAXATION

General

Transactions involving Securities including the purchase, ownership, disposition and redemption of Securities may have tax consequences for potential purchasers which may depend, amongst other things, upon the conditions applicable to the particular issue of Securities, the status and circumstances of the potential purchaser and the applicable law and practice of taxation authorities in relevant jurisdictions.

POTENTIAL PURCHASERS WHO ARE IN ANY DOUBT ABOUT THE TAX POSITION IN RESPECT OF ANY ASPECT OF TRANSACTIONS INVOLVING SECURITIES OR THE OWNERSHIP OF SECURITIES SHOULD CONSULT THEIR OWN TAX ADVISERS

Potential purchasers of Securities should note that they may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase or other relevant jurisdictions, depending upon the circumstances, in addition to the issue price of each Security.

Each potential purchaser of Securities should carefully consider General Warrant and Certificate Condition 10 (*Taxation*) and General Note Condition 5 (*Taxation*)

The following comments are of a general nature. They do not constitute legal or tax advice; they are not exhaustive and should be treated with appropriate caution.

United Kingdom Withholding Tax

The following comments relate to the United Kingdom withholding taxation treatment at the date hereof in relation to payments by the Issuer under the Securities. They are based on current law and the practice of Her Majesty's Revenue and Customs ("HMRC"), which may be subject to change, sometimes with retrospective effect. The comments do not deal with any other United Kingdom tax aspects of acquiring, holding or disposing of Securities. They assume that the Holder is the absolute beneficial owner of the Securities. The comments are a general guide for information purposes and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective investor. Investors who are in any doubt as to their tax position should consult their professional advisers.

Subject to the comments below regarding "manufactured payments", payments by the Issuer under the Securities which are not interest or "annual payments" for United Kingdom tax purposes may be made without withholding or deduction for or on account of United Kingdom income tax.

If a payment by the Issuer under the Securities is interest for United Kingdom tax purposes, it may be paid without withholding or deduction for or on account of United Kingdom income tax if and for so long as:

- (a) the Securities constitute "quoted Eurobonds". Securities should constitute "quoted Eurobonds" where they carry a right to interest and are, and continue to be, listed on a recognised stock exchange. Securities will be "listed on a recognised stock exchange" for this purpose if they are admitted to trading on an exchange designated as a recognised stock exchange by an order made by the Commissioners for HMRC and either they are included in the United Kingdom official list (within the meaning of Part 6 of the Financial Services and Markets Act 2000) or they are officially listed, in accordance with provisions corresponding to those generally applicable in European Economic Area states, in a country outside the United Kingdom in which there is a recognised stock exchange. The Irish Stock Exchange is a recognised stock exchange. The Issuer's understanding of current HMRC practice is that securities which are officially listed and admitted to trading on the regulated market of that Exchange may be regarded as "listed on a recognised stock exchange" for these purposes; or
- (b) the Issuer is a "bank" for the purposes of section 878 of the Income Tax Act 2007 and the interest is paid by the Issuer in the ordinary course of its business.

In cases falling outside the above exceptions, interest may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20%) subject to such relief as may be available following

a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

If a payment by the Issuer under the Securities is an "annual payment" for United Kingdom tax purposes, the annual payment may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20%) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply. A payment will not be an "annual payment" if the term of the Security is 364 days or less or if the payment is interest for United Kingdom tax purposes.

To the extent a Security provides for the transfer of underlying shares or other securities to the Holder, it is possible that the United Kingdom tax rules dealing with "manufactured payments" may be in point. If applicable, these rules may, depending on the type of the underlying securities and subject to certain exemptions, require the Issuer to withhold from payments under the Security which are representative of dividends or other distributions on such underlying securities.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria, Belgium and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35%. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. Belgium has replaced this withholding tax with a regime of exchange of information to the Member State of residence as from 1 January 2010.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

On 13 November 2008 the European Commission published a proposal for amendments to the Directive, which included a number of suggested changes which, if implemented, would broaden the scope of the requirements described above. The European Parliament approved an amended version of this proposal on 24 April 2009. Investors are advised to monitor any future developments in relation to the EU Savings Directive in view of the potential tax implications for such investors and the tax treatment of any income they receive in respect of their Securities. Investors who are in any doubt as to their position should consult their professional advisers.

SUBSCRIPTION AND SALE

No action has been or will be taken by any Dealer (other than as specified below) that would permit a public offering of the Securities or possession or distribution of any offering material in relation to the Securities in any jurisdiction where action for that purpose is required save as specified in the Final Terms. No offers, sales or deliveries of any Securities, or distribution of any offering material relating to the Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer.

United States

The Securities have not been and will not be registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may not be offered, sold, or delivered within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Securities 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 U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Dealer will be required to agree that, except as permitted by applicable law, not to offer, sell or deliver the Securities (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each other Dealer to which it sells Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of Securities within the United States by a Dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, 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 Treasury regulations thereunder.

Bearer Notes must on their original issuance, be issued and delivered outside the United States and its possessions and, accordingly, each Dealer will be required to represent, undertake and agree that, in connection with the original issuance of Bearer Notes (i) it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, any Bearer Notes within the United States or its possessions; and (ii) it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such purchaser or such Dealer is within the United States or its possessions and will not otherwise involve the United States office of such Dealer in the offer and sale of Bearer Notes.

Terms used in the preceding paragraph have the meanings given to them by the Code and the Treasury regulations thereunder, including the C Rules.

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 will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Securities to the public in that Relevant Member State:

- (a) *Qualified investors*: at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) *Fewer than 100 offerees*: 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 or Dealers nominated by the Issuer for any such offer; or
- (c) *Other exempt offers*: at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Securities referred to in (a) to (c) 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 Securities to the public**" in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, 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 the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

The Dealer will be required to represent and agree that:

- (a) it has only communicated or caused to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of the Securities in circumstances in which section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; 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 the Securities in, from or otherwise involving the United Kingdom.

Hong Kong

This Base Prospectus will not be delivered for registration to the Registrar of Companies in Hong Kong, its contents will not be reviewed by any regulatory authority in Hong Kong, nor authorised by the Securities and Futures Commission of Hong Kong. Accordingly, this Base Prospectus and the Securities must not be issued, circulated or distributed in Hong Kong other than (1) in circumstances which do not constitute this Base Prospectus being a "prospectus" as defined in the Companies Ordinance (Cap. 32) or which do not constitute an offer to the public within the meaning of that Ordinance, or (2) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and the Securities and Futures (Professional Investor) Rules. Unless permitted by the securities laws of Hong Kong, no person has issued or had in its possession for the purpose of issue, or will issue or have in its possession for issue, whether in Hong Kong or elsewhere, this Base Prospectus or the Securities or any other advertisement, invitation or document relating to the Securities 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 to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) and the Securities and Futures (Professional Investor) Rules.

Singapore

The Securities may not be offered or sold, or be the subject of an invitation for subscription or purchase, and neither this Base Prospectus nor any document or material in connection with the offer or sale, or

invitation for subscription or purchase, of the Securities, may be distributed, whether directly or indirectly, to persons in Singapore other than:

- (d) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"); or
- (e) to an accredited investor or other relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or
- (f) otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Where the Securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (iv) 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
- (v) 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,

shares, debentures and units of shares and debentures 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 Securities pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor (for corporations, under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange further for corporations, in accordance with the conditions specified in Section 275(1A) of the SFA;
- (b) where no consideration is or will be given for the transfer; or
- (c) where the transfer is by operation of law.

Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "**Japanese Person**" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

TRANSFER RESTRICTIONS

Regulation S Securities

Each purchaser of Securities 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 Securities, will be deemed to have represented, agreed and acknowledged that:

- (a) it is, or at the time Notes are purchased will be, the beneficial owner of such Notes and:
 - (i) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S); and
 - (ii) it is not an Affiliate of the Issuer or a person acting on behalf of such an Affiliate;
- (b) it understands that such Securities have not been and will not be registered under the Securities Act and that, prior to the expiration of the distribution compliance period (as defined in Regulation S), it will not offer, sell, pledge or otherwise transfer such Securities except:
 - (i) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S; or
 - (ii) to the Issuer; or

in each case in accordance with any applicable securities laws of any State of the United States;

- (c) except as otherwise specified in the relevant Final Terms, by its purchase and holding of the Securities (or any interest therein), the purchaser is not and for so long as it holds the Securities (or any interest therein) will not be (1) an "employee benefit plan" as defined in Section 3(3) of the ERISA that is subject to Title I of ERISA, (2) a "plan" as defined in and subject to Section 4975 of the Code, (3) any entity whose underlying assets include, or are deemed for purposes of ERISA or the Code to include, "plan assets" by reason of such employee benefit plan's or plan's investment in the entity, or (4) any governmental or other employee benefit plan which is subject to any U.S. federal, state or local law, or non-U.S. law, that is substantially similar to Section 406 of ERISA or Section 4975 of the Code. Any purported transfer of the Securities that does not comply with these requirements shall be null and void *ab initio*; and
- (d) it understands that the Issuer, the Dealers and their Affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Rule 144A Securities

Each purchaser of Securities in registered form in reliance on Rule 144A, by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged as follows (terms used in the following paragraphs that are defined in Rule 144A have the respective meanings given to them in Rule 144A):

- (a) the purchaser is (i) a QIB, (ii) acquiring the Securities for its own account or for the account of one or more QIBs, (c) not formed for the purpose of investing in the Securities or the Issuer and (d) is aware, and each beneficial owner of such Securities has been advised that the sale of the Securities to it is being made in reliance on Rule 144A;
- (b) the purchaser understands that (1) the Securities have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred except (i) in accordance with Rule 144A to a person that it, and any person acting on its behalf, reasonably believes is a QIB purchasing for its own account or for the account of one or more QIBs, (ii) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act, (iii) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), (iv) pursuant to an effective registration statement under the Securities Act or (v) to the Issuer or any of its Affiliates, in each case in accordance with any applicable securities laws of any State of the United States and (2) it will, and each subsequent

holder of the relevant Securities is required to, notify any purchaser of the Securities from it of the resale restrictions applicable to the Securities;

- (c) except as otherwise specified in the relevant Final Terms, by its purchase and holding of the Securities (or any interest therein), the purchaser is not and for so long as it holds the Securities (or any interest therein) will not be (1) an "employee benefit plan" as defined in Section 3(3) of the ERISA that is subject to Title I of ERISA, (2) a "plan" as defined in and subject to Section 4975 of the Code, (3) any entity whose underlying assets include, or are deemed for purposes of ERISA or the Code to include, "plan assets" by reason of such employee benefit plan's or plan's investment in the entity, or (4) any governmental or other employee benefit plan which is subject to any U.S. federal, state or local law, or non-U.S. law, that is substantially similar to Section 406 of ERISA or Section 4975 of the Code. Any purported transfer of the Securities that does not comply with these requirements shall be null and void *ab initio*;
- (d) the purchaser understands that the global Security and any definitive Securities representing such Securities will bear a legend to the following effect, unless the Issuer determines otherwise in accordance with applicable law:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE SECURITIES REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT THE NOTES REPRESENTED HEREBY MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144A UNDER THE SECURITIES ACT (IF AVAILABLE) OR (4) TO THE ISSUER OR ITS AFFILIATES.

EXCEPT AS OTHERWISE SPECIFIED IN THE RELEVANT FINAL TERMS, BY ITS PURCHASE AND HOLDING OF THIS SECURITY (OR ANY INTEREST HEREIN), THE PURCHASER OR HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT IT IS NOT AND FOR SO LONG AS IT HOLDS THIS SECURITY (OR ANY INTEREST HEREIN) WILL NOT BE (1) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") THAT IS SUBJECT TO TITLE I OF ERISA, (2) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), (3) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO INCLUDE, "PLAN ASSETS" BY REASON OF SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY, OR (4) ANY GOVERNMENTAL OR OTHER EMPLOYEE BENEFIT PLAN WHICH IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL, OR NON-U.S. LAW, THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE. ANY PURPORTED TRANSFER OF THIS SECURITY THAT DOES NOT COMPLY WITH THESE REQUIREMENTS SHALL BE NULL AND VOID AB INITIO.

- (e) if it is acquiring any Securities for the account of one or more QIBs the purchaser represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account; and

- (f) the purchaser understands that the Issuer, the Dealers and their Affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Prospective purchasers that are QIBs are hereby notified that sellers of the Securities may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

FORM OF FINAL TERMS FOR WARRANTS AND CERTIFICATES



STANDARD BANK Plc

(a company incorporated with limited liability under the laws of England and Wales)

**Programme for the Issuance of Participation Securities
(Unlimited Programme Size)**

Series [*number*]

[ISSUE AMOUNT] Participation [Warrants/Certificates] linked to [COMPANY] due [YEAR OF MATURITY]

Issue Price: [•] per Certificate.

Final Terms dated [*date*]

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of Participation Security Terms and Conditions (the "**Participation Security Conditions**") or the General Terms and Conditions of Warrants and Certificates (the "**General Warrant and Certificate Conditions**") set forth in the Base Prospectus dated 2 February 2011 [and the supplemental Prospectus dated [•]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**"). This document constitutes the Final Terms of the [Warrants/Certificates] described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the [Warrants/Certificates] is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus [and the supplemental Prospectus] [is] [are] available for viewing at the registered office of the Issuer.

In the event of any inconsistency between the Final Terms, the Participation Security Conditions and the General Warrant and Certificate Conditions, the Final Terms will prevail.

[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. Italics denote guidance for completing the Final Terms.]

[When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

- | | | |
|-----|--|--|
| 1. | Issue: | Participation [Warrants/Certificates] linked to [ordinary shares] [and] [global depository receipts] of [REFERENCE ISSUER] |
| 2. | Number of [Warrants/Certificates]: | [•] |
| 3. | Specified Currency: | [•] |
| 4. | Aggregate Issue Size: | [•] |
| 5. | Issue Price: | [•]/[•] per cent. of the Aggregate Issue Size |
| 6. | Offer price: | [Issue Price/other (<i>specify</i>)] |
| 7. | Minimum Transferable Number of [Warrants/Certificates]: | [•] |
| 8. | Trade Date: | [•] |
| 9. | Issue Date: | [•] |
| 10. | Scheduled Maturity Date: | [•] |
| 11. | Final Fixing Date: | [•] |
| 12. | Reference Issuer: | [•] |
| 13. | Shares ¹ :

<i>(The Shares to which the [Warrants/Certificates] are linked)</i> | The [ordinary] [preference] shares of the Reference Issuer
Bloomberg Code: [•]

ISIN: [•] (the " Shares ") |
| | (i) Number of Shares per [Warrant/Certificate] ² | 1 |

¹ "Shares" will be included for both Share linked [Warrants/Certificates] and GDR linked [Warrants/Certificates].

14. [Global Depository Receipts:
(the GDRs to which the
[Warrants/Certificates] are linked) [Not Applicable] (if not applicable delete remaining
sub-paragraph) [Common global depository receipts
of the Reference Issuer ("GDRs")
- Bloomberg Code: [•]
ISIN: [•] (the "GDRs")
- Number of GDRs per
[Warrant/Certificate]: [•]
15. Distribution Payment Amount: [Applicable] [Not Applicable]

PROVISIONS RELATING TO REDEMPTION

16. Final Reference Price: [Volume Weighted Average Price] [Closing Price]
[Issuer Execution Price]
17. Sale Period: [Final Fixing Date only] [[•] Scheduled Trading Days]
18. Exchange(s): [•]
(The stock exchange(s) on which the
Shares/GDRs are listed)
19. Related Exchange: [•]
(The stock exchanges on which options
and futures in the Shares/GDRs are
traded. Used for the definition of
Scheduled Trading Day)
20. Jurisdictional Events: [Applicable][Not Applicable]
21. Additional Disruption Events:
(Change of Law; Insolvency Filing) [Applicable] [Not Applicable]
22. Reference Jurisdiction: [•]

GENERAL PROVISIONS

23. Additional Financial Centres: [•]
24. Minimum Trading Multiple(s): [•]

(If Warrants or Certificates are to be admitted to
trading on a regulated market in the European
Economic Area or offered to the public in any
Member State of the European Economic Area,
specify such minimum trading multiples as would
ensure that such Warrants or Certificates may only be
acquired on issue for at least EUR 100,000 (or its
equivalent in the Specified Currency))
25. Stock Exchange(s) to which application
will initially be made to list the
[Warrants/Certificates]: [Irish Stock Exchange] [Other] [None]
26. Admission to trading: [Application has been made for the
[Warrants/Certificates] to be admitted to trading on
the regulated market of [the Irish Stock Exchange]

² Delete this sub-paragraph if the Certificates are linked to GDRs.

[Other] with effect from [•] [Not Applicable]

27. Clearing System and the relevant identification number(s): [•] [Not Applicable]
(if other than Euroclear or Clearstream, Luxembourg)
28. ISIN Code: [•]
29. Common Code: [•]
30. Dealer(s): [Standard Bank Plc
20 Gresham Street
London
EC2V 7JE
United Kingdom]/[Other]
31. Date of subscription agreement (if any): [•] [Not Applicable]
32. Additional Provisions: [Not Applicable] [Give details]

[Listing and admission to trading application]

These Final Terms comprise the final terms required to list and have admitted to trading the issue of [Warrants/Certificates] described herein pursuant to the Programme for the Issuance of Participation Securities of Standard Bank Plc.]

Responsibility

The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) 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. [[•] 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

By:
Duly authorised

PART B - OTHER INFORMATION

1. **[Notification]**

The Financial Services Authority as competent authority under the UK Financial Services and Markets Act 2000 [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the Irish Financial Services Regulatory Authority [and] [include other competent authorities of host Member States] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

2. **Authorisation**

The issue of [Warrants/Certificates] has been authorised on [•] pursuant to [•] of the Issuer passed on [•].

3. **Interests of natural and legal persons involved in the issue/offer**

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest or, if none, include the following sentence:

"So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."

[(When adding any description under 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 Prospectus under Article 16 of the Prospectus Directive.)]

4. **Reasons for the offer, estimated net proceeds and total expenses**

(i) Reasons for the offer: [See "Use of Proceeds" in the Base Prospectus.]/[Specify, if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here]

(It is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) below where disclosure is included at (i) above.)

(ii) Estimated net proceeds: [Not Applicable.]/[Specify]

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(iii) Estimated total expenses: [Not Applicable.]/ []

[Include breakdown of expenses]

PART C - THE REFERENCE ISSUER

The websites referred to on this page do not form part of these Final Terms.

General Information

The Reference Issuer is [REFERENCE ISSUER].

Further information on the Reference Issuer can be found on the Reference Issuer's website at [WEBSITE].

The [Shares] [and] [Global Depository Receipts]

[The Shares to which the [Warrants/Certificates] relate are the [ordinary shares] [preference shares] [global depository receipts] of the Reference Issuer, listed on [EXCHANGE], Bloomberg Code: [•], ISIN: [•]. Information on the Shares, including information on their volatility and past and further performance, can be found on the website of the [EXCHANGE] at [WEBSITE] under symbol [•].]³

[The Global Depository Receipts to which the [Warrants/Certificates] relate are the [common global depository receipts] of the Reference Issuer listed on [EXCHANGE], Bloomberg: [•], ISIN: [•]. As at the Issue Date, one Global Depository Receipt represents [•] Shares. Information on the Global Depository Receipts, including information on their volatility and past and further performance, can be found on the website of [EXCHANGE] at [WEBSITE] under the symbol [•].]⁴

³ For Certificates linked to Share or GDRs. Include information on the Shares where the Certificates are linked to GDRs.

⁴ For Certificates linked to GDRs.

FORM OF FINAL TERMS FOR NOTES



STANDARD BANK Plc

(registered as an unlimited liability company in England and Wales under No. 2500199)

**Programme for the Issuance of Participation Securities
(Unlimited Programme Size)**

Series [*number*]

[ISSUE AMOUNT] Participation Notes linked to [COMPANY] due [YEAR OF MATURITY]

Issue Price: [•] per Note

Final Terms dated [*date*]

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the General Terms and Conditions of the Notes (the "**General Note Conditions**") and the Participation Security Terms and Conditions (the "**Participation Security Conditions**") set forth in the Base Prospectus dated 2 February 2011 [and the supplemental Prospectus dated [•]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (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 such Base Prospectus [as so supplemented]. 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 [and the supplemental Prospectus] [is] [are] available for viewing at the registered office of the Issuer.

In the event of any inconsistency between the Final Terms, the Participation Securities Terms and Conditions or the General Note Conditions, the Final Terms will prevail.

[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. Italics denote guidance for completing the Final Terms.]

[When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

- | | | |
|-----|---------------------------|---|
| 1. | Issue: | Participation Notes linked to [ordinary shares] [and] [global depository receipts] of [REFERENCE ISSUER] |
| 2. | Number of Notes: | [•] [(issue is trading in unitary form)] |
| 3. | Specified Currency: | [•] |
| 4. | Aggregate Nominal Amount: | [•] |
| 5. | Issue Price: | [•]/[•] per cent. of the Aggregate Nominal Amount |
| 6. | Offer price: | [Issue Price/other (<i>specify</i>)] |
| 7. | Specified Denomination: | [•]/[•] per Note |
| | | [The Notes are transferable in a minimum number of 1 Note (equivalent to a nominal amount of [•]).] |
| | | <i>(If the Notes are to be admitted to trading on a regulated market in the European Economic Area or offered to the public in any Member State of the European Economic Area, specify minimum denominations of at least EUR 100,000 (or its equivalent in the Specified Currency))</i> |
| 8. | Issue Date: | [•] |
| 9. | Trade Date: | [•] |
| 10. | Scheduled Maturity Date: | [•] |
| 11. | Final Fixing Date: | [•] |
| 12. | Reference Issuer: | [•] |
| 13. | Shares ⁵ : | The [ordinary] [preference] shares of the Reference |

⁵ "Shares" will be included for both Share linked Notes and GDR linked Notes.

Issuer
Bloomberg Code: [•]
ISIN: [•] (the "Shares")

(The Shares to which the Notes are linked)

- (i) Number of Shares per Notes⁶: 1
14. [Global Depository Receipts ("GDRs"): *(the GDRs to which the Notes are linked)*] [Not Applicable] *(if not applicable delete remaining sub-paragraph)* [Common GDRs of the Reference Issuer
Bloomberg Code: [•]
ISIN: [•] (the "GDRs")
- (i) Number of GDRs per Note: [•]
15. Distribution Payment Amount: [Applicable] [Not Applicable]

PROVISIONS RELATING TO REDEMPTION

16. Final Reference Price: [Volume Weighted Average Price] [Closing Price] [Issuer Execution Price]
17. Sale Period: [Final Fixing Date only] [[•] Scheduled Trading Days]
18. Exchange(s): [•]
(The stock exchange(s) on which the Shares/GDRs are listed)
19. Related Exchange: [•]
(The stock exchanges on which options and futures in the Shares/GDRs are traded. Used for the definition of Scheduled Trading Day)
20. Jurisdictional Events: [Applicable][Not Applicable]
21. Additional Disruption Events: [Applicable][Not Applicable]
(Change of Law; Insolvency Filing)
22. Reference Jurisdiction: [•]

GENERAL PROVISIONS

23. (i) Form of Notes: Global [Note] [Registered Certificate] exchangeable for Definitive [Notes] [Registered Certificates] in the limited circumstances specified in the Global [Note] [Registered Certificate]
- (ii) Applicable TEFRA exemption: [C Rules] [Not applicable]
24. Additional Financial Centres: [•]
25. Stock Exchange(s) to which application [Irish Stock Exchange] [Other] [None]

⁶ Delete this sub-paragraph if the Notes are linked to GDRs.

will initially be made to list the Notes:

- | | | |
|-----|---|--|
| 26. | Admission to trading: | [Application has been made for the Notes to be admitted to trading on the regulated market of [the Irish Stock Exchange] [Other] with effect from [•] [Not Applicable] |
| 27. | Clearing System and the relevant identification number(s) (if other than Euroclear or Clearstream, Luxembourg): | [•] [Not Applicable] |
| 28. | ISIN Code | [•] |
| 29. | Common Code: | [•] |
| 30. | Dealer(s): | [Standard Bank Plc
20 Gresham Street
London
EC2V 7JE
United Kingdom]/[Other] |
| 31. | Date of subscription agreement (if any): | [•] [Not Applicable] |
| 32. | Additional Provisions: | [Not Applicable] [Give Details] |

[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 Programme for the Issuance of Participation Securities of Standard Bank Plc.]

Responsibility

The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) 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. [[•] 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

By:
Duly authorised

PART B - OTHER INFORMATION

1. **[Notification]**

The Financial Services Authority as competent authority under the UK Financial Services and Markets Act 2000 [has been requested to provide/has provided - *include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues*] the Irish Financial Services Regulatory Authority [and] [*include other competent authorities of host Member States*] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

2. **Authorisation**

The issue of Notes has been authorised on [•] pursuant to a resolution passed by the Board of Directors of the Issuer passed on [•].

3. **Interests of natural and legal persons involved in the issue/offer**

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest or, if none, include the following sentence:

"So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]

[(When adding any description under 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 Prospectus under Article 16 of the Prospectus Directive.)]

4. **Reasons for the offer, estimated net proceeds and total expenses**

(i) Reasons for the offer: [See "Use of Proceeds" in the Base Prospectus.]/[Specify, if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here]

(It is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) below where disclosure is included at (i) above.)

(ii) Estimated net proceeds: [Not Applicable.]/[Specify]

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(iii) Estimated total expenses: [Not Applicable.]/ []

[Include breakdown of expenses]

PART C - THE REFERENCE ISSUER

The websites referred to on this page do not form part of these Final Terms.

General Information

The Reference Issuer is [REFERENCE ISSUER].

Further information on the Reference Issuer can be found on the Reference Issuer's website at [WEBSITE].

The [Shares] [and] [Global Depository Receipts]

[The Shares to which the Notes relate are the [ordinary shares] [preference shares] [global depository receipts] of the Reference Issuer, listed on [EXCHANGE], Bloomberg Code: [•], ISIN: [•]. Information on the Shares, including information on their volatility and past and further performance, can be found on the website of the [EXCHANGE] at [WEBSITE] under symbol [•].]⁷

[The Global Depository Receipts to which the Notes relate are the [common global depository receipts] of the Reference Issuer listed on [EXCHANGE], Bloomberg: [•], ISIN: [•]. As at the Issue Date, one Global Depository Receipt represents [•] Shares. Information on the Global Depository Receipts, including information on their volatility and past and further performance, can be found on the website of [EXCHANGE] at [WEBSITE] under the symbol [•].]⁸

⁷ For Notes linked to Share or GDRs. Include information on the Shares where the Notes are linked to GDRs.

⁸ For Notes linked to GDRs.

FORM OF FINAL TERMS FOR INDEX LINKED NOTES



STANDARD BANK Plc

(registered as an unlimited liability company in England and Wales under No. 2500199)

**Programme for the Issuance of Participation Securities
(Unlimited Programme Size)**

Series [*number*]

[ISSUE AMOUNT] Participation Notes linked to [INDEX] due [YEAR OF MATURITY]

Issue Price: [•] per Note

Final Terms dated [*date*]

PART A — CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the General Terms and Conditions of the Notes (the "**General Note Conditions**") and Index Linked Note Terms and Conditions (the "**Index Linked Note Conditions**") set forth in the Base Prospectus dated 2 February 2011 [and the supplemental Prospectus dated [•]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (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 such Base Prospectus [as so supplemented]. 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 [and the supplemental Prospectus] [is] [are] available for viewing at the registered office of the Issuer.

In the event of any inconsistency between the Final Terms, the Index Linked Note Conditions or the General Note Conditions, the Final Terms will prevail.

[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. Italics denote guidance for completing the Final Terms.]

[When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

- | | | |
|-----|-----------------------------------|--|
| 1. | Issue: | Participation Notes linked to [Index] |
| 2. | Number of Notes: | [•] [(issue is trading in unitary form)] |
| 3. | Specified Currency or Currencies: | [•] |
| 4. | Aggregate Nominal Amount: | [•] |
| 5. | Issue Price: | [•]/[•] per cent. of the Aggregate Nominal Amount |
| 6. | Offer price: | [Issue Price/other (<i>specify</i>)] |
| 7. | Specified Denomination: | [•]/[•] per Note

[The Notes are transferable in a minimum number of 1 Note (equivalent to a nominal amount of [•]).]

<i>(If the Notes are to be admitted to trading on a regulated market in the European Economic Area or offered to the public in any Member State of the European Economic Area, specify minimum denominations of at least EUR 100,000 (or its equivalent in the Specified Currency))</i> |
| 8. | Issue Date: | [•] |
| 9. | Trade Date: | [•] |
| 10. | Maturity Date: | [•] |

PROVISIONS RELATING TO REDEMPTION

- | | | |
|-----|--------------------------|---|
| 11. | Final Redemption Amount: | The Final Redemption Amount in respect of each Note will be determined in accordance with the Index Linked Note Conditions. |
|-----|--------------------------|---|

12. Determination Date: [●]
13. Scheduled Unwind Period: [●] Business Days

(This is the estimated period in which a Hypothetical Broker Dealer would be able to sell or unwind all of its Hedge Positions plus the settlement cycles for Shares on the Exchange and for conversion of any amounts into the Settlement Currency. It must not exceed the number of Business Days between the Determination Date and the Maturity Date.)

14. Figure for definition of Accruing Deduction Amount in Emerging Markets Index Linked Derivatives Annex: [●] bps
15. Figure for definition of Final Deduction Amount in Emerging Markets Index Linked Derivatives Annex: [●] bps
16. Index/Basket of Indices:

Index	Exchange	Related Exchange(s)	Weighting
[●]	[●]	[●]	[●]

[IF INDEX BASKET NOTE, PROVIDE DETAILS FOR EACH INDEX IN THE BASKET.]

(Exchanges are the stock exchanges on which the indices are listed.

Related Exchanges are used, inter alia, for the purposes of Disrupted Day and for the purposes of the definitions of Exchange Business Day and Scheduled Trading Day)

17. Final Price: As per the Index Linked Note Conditions
18. Valuation Date: As per the Index Linked Note Conditions
19. Settlement Currency: [The Specified Currency/ [●]]
- (The currency in which the Final Redemption Amount will be paid)*
20. Consequences of an Index Modification Event: Calculation Agent Adjustment
21. Consequences of an Index Cancellation Event: Redemption and Payment
22. Consequences of an Index Disruption Event: Calculation Agent Adjustment
23. Additional Disruption Events: Hedging Disruption
Increased Cost of Hedging
24. Change in Market Conditions Events: Applicable

25. Early Redemption Amount:
- (i) Early Redemption Amount(s) of each Note payable on occurrence of redemption for taxation reasons (General Note Condition 5.3) or an event of default (General Note Condition 7) or any other circumstances set out in the Index Linked Note Terms and Conditions and/or the method of calculating the same (if required or if different from that set out in the Conditions): As per the Index Linked Note Conditions
- (ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates (General Note Condition 5.3): Yes

GENERAL PROVISIONS

26. (i) Form of Notes: Global [Note] [Registered Certificate] exchangeable for Definitive [Notes] [Registered Certificates] in the limited circumstances specified in the Global [Note] [Registered Certificate]
- (ii) Applicable TEFRA exemption: [C Rules] [Not applicable]
27. Additional Financial Centres: [•]
28. Stock Exchange(s) to which application will initially be made to list the Notes: [Irish Stock Exchange] [Other] [None]
29. Admission to trading: [Application has been made for the Notes to be admitted to trading on the regulated market of [the Irish Stock Exchange] [Other] with effect from [•] [Not Applicable]
30. Clearing System and the relevant identification number(s) (if other than Euroclear or Clearstream, Luxembourg): [•] [Not Applicable]
31. ISIN Code: [•]
32. Common Code: [•]
33. Dealer(s): [Standard Bank Plc
20 Gresham Street
London
EC2V 7JE
United Kingdom]/[Other]
34. Date of subscription agreement (if any): [•] [Not Applicable]
35. Additional Provisions: [Not Applicable] [Give Details]

[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 Programme for the Issuance of Participation Securities of Standard Bank Plc.]

Responsibility

The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) 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. [[•] 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

By:
Duly authorised

PART B - OTHER INFORMATION

1. **[Notification]**

The Financial Services Authority as competent authority under the UK Financial Services and Markets Act 2000 [has been requested to provide/has provided - *include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues*] the Irish Financial Services Regulatory Authority [and] [*include other competent authorities of host Member States*] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

2. **Authorisation**

The issue of Notes has been authorised on [•] pursuant to a resolution passed by the Board of Directors of the Issuer passed on [•].

3. **Interests of natural and legal persons involved in the issue/offer**

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest or, if none, include the following sentence:

"So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."

[(When adding any description under 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 Prospectus under Article 16 of the Prospectus Directive.)]

4. **Reasons for the offer, estimated net proceeds and total expenses**

(i) Reasons for the offer: [See "Use of Proceeds" in the Base Prospectus.]/*[Specify, if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here]*

(It is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) below where disclosure is included at (i) above.)

(ii) Estimated net proceeds: [Not Applicable.]/*[Specify]*

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(iii) Estimated total expenses: [Not Applicable.]/ []

[Include breakdown of expenses]

5. **[Underlying Shares]**

[If the Shares comprising the Index are not yet traded on a regulated market or an equivalent market outside the Community and such Shares can be delivered with physical settlement in accordance with Index Linked Note Condition 3A, information required by Annex XIV of the Commission Regulation (EC) No 809/2004 must be included.]

[(When adding any description under 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 Prospectus under Article 16 of the Prospectus Directive.)]

PART C – RECENT PERFORMANCE OF [INDEX] [INDICES]

[Include the name of each Index and a description (if composed by the Issuer) or details of where the information about the Index can be obtained (if not composed by the Issuer).]⁹

[Include details of where past and future performance and volatility of the Index can be obtained.]

The following table sets out the high and low closing values for the [•] Index for the following periods:
[AMEND TABLE APPROPRIATELY, INSERTING THE LATEST TWO CALENDAR YEARS AND THE MOST RECENT SIX MONTHS ELAPSED]

Period	High	Low
[YEAR]	[•]	[•]
[YEAR]	[•]	[•]
[MONTH AND YEAR]	[•]	[•]
[MONTH AND YEAR]	[•]	[•]
[MONTH AND YEAR]	[•]	[•]
[MONTH AND YEAR]	[•]	[•]
[MONTH AND YEAR]	[•]	[•]
[MONTH AND YEAR]	[•]	[•]

Source: [Bloomberg]

[REPEAT TABLE ABOVE FOR EACH RELEVANT INDEX]

⁹ If the additional information being disclosed on the underlying index or indices is such that the relevant stock exchange may require publication of a series prospectus, these pro forma Final Terms may not be used.

GENERAL INFORMATION

1. The Issuer has obtained all necessary consents, approvals and authorisations in connection with the establishment of the Programme. The establishment of the Programme was authorised pursuant to delegated powers under a resolution of the Issuer dated 5 November 2003.
2. There has been no significant change in the financial or trading position of the Issuer and no material adverse change in the prospects of the Issuer since 31 December 2009.
3. There are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have, or have had during the 12 months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer or the Issuer and its subsidiaries..
4. Securities have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Securities will be set out in the relevant Final Terms.
5. So far as the Issuer is aware, no person involved in the establishment of the Programme or the issue of Securities pursuant to the Programme has an interest material to the issue of Securities under to the Programme.
6. Copies of this Base Prospectus and the Agency Agreement will be available for inspection during normal business hours on any business day (except Saturdays, Sundays and legal holidays) at the offices of the Principal Paying Agent, the Warrant and Certificate Agent. In addition copies of the following will be available free of charge at the registered office of the Issuer, during usual business hours on any weekday (except Saturdays and public holidays):
 - (i) the Memorandum and Articles of Association of the Issuer;
 - (ii) the Warrant and Certificate Agreement and the Agency Agreement;
 - (iii) each Final Terms (save that Final Terms relating to a Security which is neither admitted to trading on a regulated market within the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Security and such holder must produce evidence satisfactory to the Issuer as to its holding of Securities and identity;
 - (iv) a copy of this Base Prospectus together with any Supplement to this Base Prospectus; and
 - (v) a copy of any document containing information incorporated by reference in this Base Prospectus.
7. KPMG Audit Plc (Chartered Accountants) have audited the accounts of the Issuer.
8. The Calculation Agent for the Securities is Standard Bank Plc, 20 Gresham Street, London EC2V 7JE, United Kingdom.

ISSUER

Standard Bank Plc

20 Gresham Street
London
EC2V 7JE
United Kingdom

DEALER

Standard Bank Plc

20 Gresham Street
London
EC2V 7JE
United Kingdom

**PRINCIPAL PAYING AGENT, PRINCIPAL WARRANT AND CERTIFICATE AGENT,
TRANSFER AGENT, CALCULATION AGENT AND REGISTRAR**

Standard Bank Plc

20 Gresham Street
London
EC2V 7JE
United Kingdom

**LEGAL ADVISERS TO THE ISSUER
AS TO ENGLISH AND UNITED STATES LAW**

Clifford Chance LLP

10 Upper Bank Street
London E14 5JJ
United Kingdom

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KPMG Audit Plc

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London EC4Y 8BB
United Kingdom