FOURTH SUPPLEMENT DATED 16 FEBRUARY 2023 TO THE BASE PROSPECTUS DATED 14 JULY 2022

BBVA Global Markets B.V.

(*a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid)
incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain*)

€2,000,000,000 Structured Medium Term Securities Programme
unconditionally and irrevocably guaranteed by

Banco Bilbao Vizcaya Argentaria, S.A.

(*incorporated with limited liability in Spain*)

This fourth supplement (the "**Supplement**") to the base prospectus dated 14 July 2022 (the "**Base Prospectus**") relating to the €2,000,000,000 Structured Medium Term Note Programme of BBVA Global Markets B.V. (the "**Issuer**"), comprises a supplement to the Base Prospectus for the purposes of Article 23 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") and is prepared in connection with the Structured Medium Term Programme (the "**Programme**") of the Issuer. This fourth supplement together with the first, the second and the third supplement to the Base Prospectus, and the Base Prospectus, comprises a base prospectus for the purposes of the Prospectus Regulation.

Terms defined in the Base Prospectus have the same meaning when used in this Supplement. The Supplement is supplemental to, and should be read in conjunction with, the Base Prospectus (as so supplemented).

The Issuer and Banco Bilbao Vizcaya Argentaria, S.A. (the "**Guarantor**") accepts responsibility for the information contained in this Supplement. To the best of the knowledge of the Issuer and the Guarantor (which have taken all reasonable care to ensure that such is the case) the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Supplement has been approved by the Comisión Nacional del Mercado de Valores (the "**CNMV**"), as competent authority under the Prospectus Regulation. The CNMV only approves this Supplement as meeting the requirements imposed under Spanish and EU law pursuant to the Prospectus Regulation.

PURPOSE OF THE SUPPLEMENT

The purpose of this Supplement is to (i) incorporate by reference the 2022 Report (as defined below); (ii) confirm that there has been no material adverse change in the prospects of the Guarantor and its consolidated subsidiaries (the "Group") since 31 December 2022 and (iii) confirm that that there has been no significant change in the financial performance or the financial position of the Group since 31 December 2022; and (iv) update the Base Prospectus (as supplemented by the First Supplement, the Second Supplement and the Third Supplement) to reflect the Amendments (as defined below).

INCORPORATION BY REFERENCE

Incorporation by reference of the 2022 Report

On 14 February 2022, the Group published its Consolidated Financial Statements, Consolidated Management Report and Auditor´s Report for the year 2022, (the **"2022 Report"**).

A copy of the 2022 Report has been filed with the CNMV and is available at https://shareholdersandinvestors.bbva.com/wp-content/uploads/2023/02/5_2_2022_Consolidated_Annual_Accounts_and_Management_Report.pdf

By virtue of this Supplement, the 2022 Report is incorporated in, and forms part of, the Base Prospectus

If documents which are incorporated by reference or attached to this Supplement themselves incorporate any information or other documents therein, either expressly or implicitly, such information or other documents will not form part of this

Supplement for the purposes of the Prospectus Regulation except where such information or other documents are specially incorporated by reference or attached to this Supplement

SIGNIFICANT OR MATERIAL CHANGE STATEMENT

Paragraph 7 of the General Information section on page 475 of the Base Prospectus shall be deemed to be deleted in its entirety and replaced by the following wording:

"There has been no material adverse change in the prospects of the Group since 31 December 2022 and there has been no material adverse change in the prospects of the Issuer since 31 December 2021.

There has been no significant change in the financial performance or the financial position of the Group since 31 December 2022 and there has been no significant change in the financial or trading position of the Issuer since 30 June 2022."

AMENDMENTS

The following sections of the Base Prospectus shall be deemed to be updated and supplemented by the following amendments (the "**Amendments**"):

1. The second paragraph on page 4 in the Base Prospectus:

"This Base Prospectus has been prepared on a basis that would permit an offer of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) and at least €1,000 (or its equivalent in any other currency) only in circumstances where there is an exemption from the obligation under the Prospectus Regulation to publish a prospectus. As a result, any offer of Notes in any Member State of the EEA (each, a "**Relevant State**") must be made pursuant to an exemption under Article 1(4) of the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer of Notes in that relevant Member State may only do so in circumstances in which no obligation arises for the Issuer, the Guarantor or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer, unless specified otherwise in the applicable Final Terms**."**

shall be deleted in its entirety.

2. The following paragraphs in "Part B – OTHER INFORMATION" in the "Form of Final Terms" shall be deleted in their entirety and replaced with the following:

a) Paragraph 5 "**Yield**" on page 394 of the Base Prospectus shall be updated to read as follows:

> **5. Yield**
>
> Indication of Yield   [*specify*][Not applicable]
>
> The yield is calculated at the Issue Date on the basis of the Issue Price.][The yield is calculated at the Issue Date by [insert method of yield calculation] on the basis of [insert yield calculation hypothesis]] It is not an indication of future yield.

b) Paragraph 6 "**Historic Rate of Interest – Floating Rate Notes Only**" on page 394 of the Base Prospectus shall be updated read as follows

> **6. Historic Rates of Interest – Floating Rates Only**
>
> Details of historic [LIBOR][EURIBOR][SONIA][SOFR][€STR] [specify CMS Rate] rates can be obtained from [Reuters and/or Bloomberg]/[specify source] [Not applicable]

c) Paragraph 10.10 "Indication of the expected price at which the Notes will be offered or the method of determining the price and the process for its disclosure" on page 399 of the Base Prospectus shall be updated to read as follows

10.10.	Indication of the expected price at which the Notes will be offered or the method of determining the price and the process for its disclosure and if the Notes are being offered to various categories of investors:	[Not applicable] [*specify*][The Issuer had offered and will sell the Notes to the Dealer(s) (and no one else) at the Issue Price of *[specify]* [less a total commission of [specify]] The Dealer(s) will sell the Notes to the Distributor in accordance with the arrangements in place between the Dealer and the Distributor and the Distributor will offer and sell the Notes to its customers by reference to the Issue Price and the market conditions prevailing at the time.] [*Where an indication of the expected price cannot be given, the method of determining the price of the Notes will be: [maximum price and/or maximum amount of Notes] [valuation methods and criteria and/or conditions to determine the final ofer price] [give details]*] [The Notes may be offered to [any category of investors][Eligible Counterparties] [Proffesional Clients] [Retail clients] [only] [specify]

The Form of Final Terms, as so updated and supplemented by this Fourth Supplement to the Base Prospectus are set out in Annex A to this Supplement.

GENERAL

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

Save as disclosed in this Supplement there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus since the publication of the Base Prospectus.

In accordance with article 23.2 of the Prospectus Regulation, investors who have agreed to purchase or subscribe for any Securities before this Supplement is published have the right, exercisable before the end of the period of two working days beginning with the working day after the date on which this Supplement was published, to withdraw their acceptances. This right to withdraw shall expire by close of business on 20 February 2023.

Signed on behalf of BBVA Global Markets B.V.   Signed on behalf of Banco Bilbao Vizcaya Argentaria, S.A.

By: By:

Mr. Christian Mortensen   **Mr. Christian Mortensen**

Duly authorised as Managing Director   **Duly authorised as empowered signatory**

ANNEX A

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

[The base prospectus has been prepared on a basis that would permit an offer of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) and at least €1,000 (or its equivalent in any other currency) if there is an exemption from the obligation to under the Prospectus Regulation to publish a prospectus and/or the Notes are admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Regulation.[1]]

[*Date*]

BBVA GLOBAL MARKETS B.V.

(a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain)

(as "**Issuer**")

Legal Entity Identifier ("**LEI**"): 213800L2COK1WB5Q3Z55

Issue of [[*Aggregate Nominal Amount][Number] of Tranche*] [*Title of* Notes] (the "**Notes**")

under the €1,000,000,000

Structured Medium Term Note Programme

guaranteed by

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

(incorporated with limited liability in Spain)

(as "**Guarantor**")

EUROPEAN ECONOMIC AREA AND UNITED KINGDOM

[The Notes are not intended to be offered, distributed or sold to any investor in [the European Economic Area ("**EEA**")] [or] [the United Kingdom] ("**UK**"), and no person may offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Base Prospectus as completed by these Final Terms to any investor in [the European Economic Area] [or] [the United Kingdom].][2]

[These Final Terms have been prepared on the basis that any offer of Notes in [[(a)] any Member State of the European Economic Area ("**EEA**") will be made pursuant to an exemption under Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**") from the requirement to publish a prospectus for offers of Notes] [and] [[(b)] the United Kingdom ("**UK**") will be made pursuant to an exemption under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") (the "**UK Prospectus Regulation** and the Financial Services and Markets Act 2000, as amended, the "**FSMA**") from the requirement to publish a prospectus for offers of Notes]. Accordingly any person making or intending to make an offer of Notes in [[(a) any Member State of the European Economic Area which are the subject of the offering contemplated in these Final Terms may only do so in circumstances in which no obligation arises for the Issuer or the Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer] [and] [[(b) the United Kingdom which are the subject of the offering contemplated in these Final Terms may only do so in circumstances in which no obligation arises for the Issuer or the Dealer to publish a prospectus pursuant to Article 3 of the UK Prospectus Regulation or section 85 of the [Financial Services and Markets Act 2000, as amended, the "**FSMA**")][FSMA] or to supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer].

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[1]   Delete when completing the Final Terms.

[2]   Insert where the Notes are going to be sold only outside the EEA and the UK.

[Any person making or intending to make an offer of the Notes may only do so:

(a)   in those Non-exempt Offer Jurisdictions mentioned in Paragraph 9.6 of Part B below, provided such person is of a kind specified in that paragraph and that the offer is made during the Offer Period specified in that paragraph; or

(b)   otherwise, in circumstances in which no obligation arises for the Issuer or the Dealer to:

[[(i)] publish a prospectus pursuant to Article 3 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer][; and]

[[(ii)] publish a prospectus pursuant to Article 3 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") (the "**UK Prospectus Regulation**") or section 85 of the [Financial Services and Markets Act 2000, as amended, the "**FSMA**")][FSMA] or to supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer]. [3]

Neither the Issuer nor the Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances. [4]

[PROHIBITION OF SALES TO [EEA RETAIL INVESTORS] [AND] [UK RETAIL INVESTORS] – [Consistent with the foregoing paragraph,][5] the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to [any investor in [the European Economic Area (the "**EEA**")][the EEA] [or in] [the United Kingdom ("**UK**")][the UK], including for such purposes,][6] any [EEA retail investor in [the European Economic Area (the "**EEA**")][the EEA]] [or] [UK retail investor in the United Kingdom ("**UK**")][the UK]]. [Consequently,] [no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any EEA retail investor may be unlawful under the PRIIPS Regulation.] [In addition,] [no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") (as amended, the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any UK retail investor may be unlawful under the UK PRIIPS Regulation]. [For the purposes of this provision,] [an EEA retail investor means a person who is one (or more) of: (i) a "retail client" as defined in point (11) of Article 4(1) of [MiFID II][Directive 2014/65/EU (as amended, "**MiFID II**")][7]; (ii) a customer within the meaning of [Directive 2016/97/EU (as amended or superseded, the "**Insurance Distribution Directive**"); or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**")]. [In addition,] [a UK retail investor means a person who is one (or more) of: (i) a "retail client" as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; (ii) a customer within the meaning of the provisions of the [FSMA][Financial Services and Markets Act 2000 (as amended, the "**FSMA**")] and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA].]

[The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any EEA retail investor other than in accordance with Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") and in each case in accordance with the additional requirements (if any) of the national competent authority in the Member State of EEA (the "**Relevant State**")]. [Pursuant to the PRIIPs Regulation, any Relevant State may require the ex-ante notification of the key information document (the "**KID**") to the competent authority for PRIIPs marketed in that Relevant State (a "**Notification State**").] [In the EEA, the Notes should not be offered, sold or otherwise made available to any EEA retail investor in any Notification State unless all relevant requirements in such Notification State have been first complied with.] [In the EEA, where the Notification State requires a KID to be provided in a particular language, to the extent that BBVA has not already prepared a KID in such language, the Notes should not be offered,

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[3]   Insert where public offer (in accordance with the Prospectus Regulation) is intended in EEA.

[4]   Insert where no public offer (in accordance with the Prospectus Regulation) is intended in EEA and the UK.

[5]   Insert where the Notes are going to be sold only outside the EEA and the UK.

[6]   Include wording in brackets if Issuer wishes to prohibit offers to any investors in the EEA and the UK i.e. where the Notes are going to be sold only outside the EEA and the UK.

[7]   To be included if TM legends switched off, as MiFID not then defined anywhere.

sold or otherwise made available to any EEA retail investor in any such Notification State until a KID has been prepared by Banco Bilbao Vizcaya Argentaria, S.A. in the relevant language.] [In the EEA, responsibility for compliance with any ex-ante notification and any ongoing regulatory obligation in respect of such KID in such Notification State shall lie solely with the person offering, selling or otherwise making the Notes available in the Notification State.] [For these purposes,] [an "EEA retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended.]][8]

[MIFID II PRODUCT GOVERNANCE] [AND] [UK MIFIR PRODUCT GOVERNANCE] / TARGET MARKET – Solely for the purposes of [the][each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) [[(A)] the MiFID II target market for the Notes is [eligible counterparties][,][and] professional clients][and retail clients,] [[each] as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")];] [and] [[(B)] the UK MiFIR target market for the Notes is [eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**")][,][and] [professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**")][and retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA]]; [and] [[(ii)] in the EEA, all channels for distribution of the Notes are appropriate]]/ [(ii)] in the EEA, the following channels for distribution of the Notes are appropriate: [investment advice][,/ and] [portfolio management][,/ and][non advised sales][and pure execution services] [[(ii)] in the EEA, (A) all channels for distribution to eligible counterparties and professional clients are appropriate; and (B) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][,/ and] [portfolio management][,/ and][non advised sales][and pure execution services] [, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]][; and] [[(iii)] in the UK, all channels for distribution of the Notes are appropriate]]/ [(iii)] in the UK, the following channels for distribution of the Notes are appropriate: [investment advice][,/ and] [portfolio management][,/ and][non advised sales][and pure execution services] [(iii) in the UK, (A) all channels for distribution to eligible counterparties and professional clients are appropriate; and (B) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][,/ and] [portfolio management][,/ and][non advised sales][and pure execution services] [, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (for the purposes of this paragraph, a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, [[(a)] a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable;] [and] [[(b)] a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable.]]][9].

[This document is for distribution only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "**Financial Promotion Order**"), (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations etc.") of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) in connection with the issue or sale of any Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "**relevant persons**"). This document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.][10]

[This document is for distribution only to persons who are outside the United Kingdom. This document is directed only at such persons and must not be acted on or relied on by any other persons. Any investment or investment activity to

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[8]   Insert as necessary, where the product is a PRIIP for sale in the EEA and/or UK for which a KID will be prepared.

[9]   Include as necessary where the product is a PRIIP for sale in the EEA, for which a KID will be prepared.

[10]   Include where the Notes will be sold in the EEA and UK.

which this document relates is available only to persons outside the United Kingdom and will be engaged in only with such persons.][11]

PART A- CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the General Conditions of the Notes (and, together with the applicable Annex(es), the "**Conditions**") set forth in the Base Prospectus dated 14 July 2022 [and the supplement[s] to it dated [*date*] [and [*date*]] which [together] constitute[s] a base prospectus [for the purposes of the Prospectus Regulation] (the "**Base Prospectus**"). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [A summary of the Notes is annexed to these Final Terms][12]. [The Base Prospectus [has] [together with these Final Terms have] been published on the website of CNMV (www.cnmv.es)].[13]

[Terms used herein shall be deemed to be defined as such for the purposes of the General Conditions of the Notes (and, together with the applicable Annex(es), the "**Conditions**") set forth in the Base Prospectus dated [*original date*] which are incorporated by reference in the Base Prospectus dated [*current date*].[14] This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated [*current date*] [and the supplement[s] to it dated [*date*] [and [*date*]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), including the Conditions incorporated by reference in the Base Prospectus in order to obtain all the relevant information. The Base Prospectus [has] [together with these Final Terms have] been published on the website of CNMV (www.cnmv.es)].

[Investors should note that if a supplement to or an updated version of the Base Prospectus is published at any time during the Offer Period (as defined below), such supplement or updated Base Prospectus as the case may be, will be published and made available in accordance with the arrangements applied to the original publication of these Final Terms. Any investors who have indicated acceptances of the Offer (as defined below) prior to the date of approval of such supplement or updated version of the Base Prospectus, as the case may be (the "**Approval Date**"), have the right within three working days of the Approval Date to withdraw their acceptances.][15]

[The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or under any state securities laws, and the Notes may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. person. Furthermore, the Notes do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the U.S. Commodity Exchange Act, as amended (the "**CEA**"), and trading in the Notes has not been approved by the U.S. Commodity Futures Trading Commission (the "**CFTC**") pursuant to the CEA, and no U.S. person may at any time trade or maintain a position in the Notes. For a description of the restrictions on offers and sales of the Notes, see "*Subscription and Sale and Transfer and Selling Restrictions*" in the Base Prospectus.

As used herein, "**U.S. person**" includes any "**U.S. person**" or person that is not a "**non-United States person**" as either such term may be defined in Regulation S or in regulations adopted under the CEA.][16]

[The Notes documented in these Final Terms may be considered structured products in Switzerland pursuant to Article 70 the Swiss Financial Services Act of June 15, 2018 ("**FinSA**"); they are not collective investment schemes within the meaning of the Swiss Federal Act on Collective Investment Schemes of June 23, 2006 ("**CISA**"). Accordingly, they are not subject to the supervision of the Swiss Financial Market Supervisory Authority, FINMA and potential investors do not benefit from the specific investor protection provided under the CISA. Investors bear the credit risk of the Issuer and the Guarantor. [The Notes documented in these Final Terms are not being offered, sold or advertised, directly or indirectly, in, into or from Switzerland to retail clients (Privatkundinnen und -kunden) ("**Retail Clients**") pursuant to Article 4 para.

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[11]   Include where the Notes will be sold only outside the EEA and UK.

[12]   Delete in the case of an issue of Notes with minimum denomination equal to or greater than EUR 100,000 (or its equivalent in any   other currency)

[13]   Include this for all Notes unless the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

[14]   The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

[15]   Include in respect of issues of Notes for which the offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus.

[16]   Include for Notes that have been determined to be permanently prohibited from being offered, sold, resold, transferred, pledged or delivered in the United States or to a U.S. person.

2 FinSA. Neither these Final Terms nor any offering materials relating to the Notes may be available to Retail Clients in or from Switzerland. The offering of the Notes directly or indirectly, in, into or from Switzerland is only made by way of private placement by addressing the Notes solely at investors classified as professional clients (*professionelle Kunden*) or institutional clients (*institutionelle Kunden*) ("**Professional or Institutional Clients**") as defined in the FinSA. .][17] [The Programme has been registered with a Swiss reviewing body (*Prüfstelle*) within the meaning of Article 52 FinSA (a "**Swiss Reviewing Body**") and the Notes documented in these Final Terms may be offered, sold or advertised, directly or indirectly, in, into or from Switzerland to retail clients (*Privatkundinnen und -kunden*) ("**Retail Clients**") pursuant to Article 4 para. 2 FinSA in a way that triggers a prospectus requirement under the FinSA. Such offer of the Notes to Retail Clients may only be made after the registration of the Programme with a Swiss Reviewing Body according to the rules of the FinSA. The Programme and these Final Terms are available on [*specify website*] or may be requested as hard copies on request of the investor at [*specify address*][18]][19][20]

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 subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms. Where the context so permits, Terms in these Final Terms may be attributed a numerical or letter suffix value when included hereon. Without limitation, the suffix can be denoted as "j", "k", "m", "q", "n", "t" or "i" and the term may be completed on the basis of the number or numbers represented by j, k, m, q, n, t or i, as chosen at the time of an issue of Notes. When applicable and in order to improve the reading and intelligibility of the formula(e) in the Final Terms, the applicable suffixes may be included, completed and explained and may be presented as a table, if necessary, in the Final Terms. Where the Final Terms specify that a table may be inserted, such table will set out amounts, entities, dates, items, rates, value levels, triggers, figures and other information which completes the definitions that appear in the relevant subparagraphs of the Final Terms, the Terms and Conditions of the Notes and the applicable Annex(es) to the Terms and Conditions of the Notes.[21]

1.	(i)	Issuer:	BBVA Global Markets B.V. (NIF: N0035575J)
	(ii)	Guarantor:	Banco Bilbao Vizcaya Argentaria, S.A. (NIF: A48265169)
	(iii)	Principal Paying Agent:	[Banco Bilbao Vizcaya Argentaria, S.A.][*specify*]
	(iv)	Registrar:	[Not applicable][Banco Bilbao Vizcaya Argentaria, S.A.][*specify*]
	(v)	Transfer Agent:	[Banco Bilbao Vizcaya Argentaria, S.A][Not applicable][*specify*]
	(vi)	Calculation Agent:	[Banco Bilbao Vizcaya Argentaria, S.A.][*specify name*]
2.	(i)	Series Number:	[*specify*]
	(ii)	Tranche Number:	[*specify*]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date]exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph

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17   Include where no offer intended to Retail Clients in or from Switzerland. Please note that it would also be possible to benefit from such a private placement exemption if (a) the offer is made to less than 500 Retail Clients, (b) if the denomination of the Notes is at least CHF 100'000, (c) if the Notes may only be purchased by investors investing at least CHF 100'000 or (d) if the offer does not exceed the cap of CHF 8'000'000 (over a 12 month period). In the event that the issuer would benefit from such other exemption, please adjust the wording accordingly.

18   Upon request, the Programme and the Final Terms should be made available as hard copies.

19   Include where offer is not exempted from the Swiss prospectus requirements under the FinSA.

20   Delete where no offer into Switzerland is intended.

21   Remove guidance notes in italics when preparing Final Terms.

</div>

50 below, which is expected to occur on or about [*date*]][Not applicable]

	(iv)	Applicable Annex(es):	[Not applicable]

[Annex 1: Payout Conditions]

[Annex 2: Index Linked Conditions]

[Annex 3: Equity Linked Conditions]

[Annex 4: ETF Linked Conditions]

[Annex 5: Fund Linked Conditions]

[Annex 6: Inflation Linked Conditions]

[Annex 7: Foreign Exchange (FX) Rate Linked Conditions]

[Annex 8: Credit Linked Conditions]

[Annex 9: EUA Contract Linked Conditions]

(*More than one Annex may apply.*)

3.	Specified Currency or Currencies:	[*specify*] [(the "**SER Subject Currency**") for the purpose of the Specified Denomination and calculations [and payments other than those to which the Settlement Exchange Rate Provisions are specified to apply;] and (payments [to which the Settlement Exchange Rate Provisions are specified to apply] shall be made in [*specify*] (the "**Settlement Currency**").]

[In respect of which payments to which the Settlement Exchange Rate Provisions and the SER Intermediated Currency Requirements are specified to apply, the "**SER Intermediate Currency**" is [*specify*].]

	(i)	UVR Inflation-Adjusted Notes[22]:	[Applicable][Not applicable]
	(ii)	UVR Equivalent of Aggregate Nominal Amount/Specified Denomination(s)/Calculation Amount as of the [Issue Date][specify]:	The [Aggregate Nominal Amount is equal to UVR [*specify*]]

The [Specified Denomination is equal to UVR [*specify*]]

[Calculation Amount is equal to UVR [*specify*]] [all these based on the UVR rate of [*specify*] in effect as of the [Issue Date]][*specify*].

	(iii)	Specified Number of COP/UVR Business Days:	[*specify*]
	(iv)	Initial UVR:	[*specify*]
	(v)	Floored UVR Index:	[Not applicable][Applicable, for the purpose of determining [the Final Redemption Amount only][all payments]

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[22] Delete if not applicable

4. Aggregate Nominal Amount:

    (i)   Series: [*specify*]

                            [The Notes are Partly Paid Notes] [see paragraph 48 below]

                            (*For Partly Paid Notes, specify the dates and amounts for the payment of aggregate nominal amount*)

                            [Part Payment Date(s)   [*specify*]
                            [Part Payment Amount (s)]   [*specify*]

    (ii)   Tranche: [*specify*]

5. Issue Price: [*specify*] [per cent. of the Aggregate Nominal Amount] [plus accrued interest from [*insert date*] (*if applicable*)] [payable as set out in paragraph 4(i) above] [converted into the Settlement Currency at the Initial SER, being [*specify amount*] in respect of the Aggregate Nominal Amount where "**Initial SER**" means [*specify*]]

6. (i)   Specified Denomination(s):   [*specify*]

    (ii)   Minimum Tradable Amount: [*specify*][Not applicable]

    (iii)   Calculation Amount: [*specify*] (*Insert the following in the case of Instalment Notes:*) [(the "**Original Calculation Amount**")][minus, for the purposes of any calculation by reference to the Calculation Amount on any day, the sum of the Instalment Amounts paid prior to the relevant day][which shall be reduced by [*specify amount*] after each Instalment Date] [save for the purposes of calculation of any [Interest Amount][Final Redemption Amount][Early Redemption Amount][Automatic Early Redemption Amount][Optional Redemption Amount][Entitlement Amount] [[payable][deliverable] on [*specify*]][for which purpose the Original Calculation Amount will apply] [Not applicable]]]

                            (*Insert the following in the case of Partly Paid Notes:* [To the extent the Notes are not fully paid up, the Calculation Amount and any amounts specified per Calculation Amount shall be proportionately reduced)]

                            (*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.*)

                            (*Where the Credit Linked provisions are not applicable to the [first, second etc] Instalment Amounts then the Original Calculation Amount minus the sum of such [first, second etc] Instalment Amounts should be used for the purposes of the Credit Linked provisions in paragraphs 11 and 30. Where the Credit Linked provisions apply to a portion of the Notes not subject to redemption by Instalments and /or for a specified period of time then such portion and/or specified period should be used for the*

purposes of the Credit Linked provisions and specified in paragraphs 11 and 30)

7. (i) Issue Date: [*specify*]

   (ii) Interest Commencement Date: [*specify*][Issue Date][Not applicable]

   (*An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.*)

   (iii) Trade Date: [*specify*]

8. Maturity Date: [The Interest Payment Date falling on or nearest to] [*specify*][or if that is not a Business Day the immediately [succeeding][preceding] Business Day [unless it would thereby fall into the next calendar month, in which event it will be brought forward to the immediately preceding Business Day] [*specify*] [(the "**Scheduled Maturity Date**")][or such [later] date for redemption determined as provided in the [[Index Linked][Equity Linked][ETF Linked][Fund Linked][Inflation Linked] [FX Linked] Credit Linked][EUA Contract Linked] Conditions] [but subject to Credit Linked Condition 1(g)]][or, in all circumstances if applicable, such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition 6]]

9. Interest Basis: [Not applicable][Applicable]

   (See Paragraph 16 below)

   (*Where applicable specify one or more of the following*) [per cent.] [per annum] [Fixed Rate] [Interest Leverage Multiplier: [*specify*]]

   [[LIBOR][EURIBOR][SONIA][SOFR][€STR][*specify CMS Rate*][*specify*] +/-[*specify*] per cent.] Floating Rate] [Interest Leverage Multiplier: [*specify*]]

   [Specified Interest Amount] (See paragraph 19 below)

   [Zero Coupon]

   [Reference Item Linked Interest:

   (*specify one or more of the following*)

   [Index Linked Interest]

   [Equity Linked Interest]

   [ETF Linked Interest]

   [Fund Linked Interest]

   [Inflation Linked Interest]

   [Foreign Exchange (FX) Rate Linked Interest]

   [Credit Linked Interest]

   [Reference Item Rate Linked Interest]

[EUA Contract Linked Interest]

[Combination Interest]

[Interest Leverage Multiplier:

[*specify*]]

[and converted into the Settlement Currency by reference to the applicable Settlement Exchange Rate] [only in the specific circumstances set out in the Interest Rate Payout Formula]]

10. Redemption Basis:

[Redemption at [par][*specify*][see paragraph 30 (Final Redemption Amount) below]

[Index Linked Redemption]

[Equity Linked Redemption]

[ETF Linked Redemption]

[Fund Linked Redemption]

[Inflation Linked Redemption]

[Foreign Exchange (FX) Rate Linked Redemption]

[Credit Linked Redemption]

[Reference Item Rate Linked Redemption]

[EUA Contract Linked Redemption]

[Combination Redemption]

[Instalment] (See paragraph 46 below)

[and converted into the Settlement Currency by reference to the applicable Settlement Exchange Rate] [only in the specific circumstances set out in the Final Payout Formula]

(See paragraph 13 below)

[subject to Variation of Settlement, (see paragraph 49 below)]

11. Reference Item(s):

[*specify*] [See paragraph [*specify*] [Index][Basket of Indices][Share][Basket of Shares][Index][Indices][ETF][ETF Basket][Fund][Fund Basket][Subject Currency][Subject Currencies] Reference Item Rate][Reference Spread][Reference Entity(es)] [EUA Contract(s)] below] (*Repeat if necessary*)

[Not applicable]

12. Put/Call Options:

[Not applicable]

[Noteholder Put Option]

[Issuer Call Option]

[(see paragraph[s] [33][34] below]

13. Settlement Exchange Rate Provisions: [Not applicable][Applicable][in respect of][all payments][payments of [interest][principal]only][only those payments to which these Settlement Exchange Rate Provisions are specified to apply]]

[(See paragraph[s] [*specify*] below)]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) SER Intermediate Currency Requirements: [Not applicable][Applicable[in respect of][all payments][payments of [interest][principal]only][only those payments to which these Settlement Exchange Rate Provisions and these SER Intermediate Currency Requirements are specified to apply]]

Second Settlement Exchange Rate means [*specify*]

SER Intermediate Currency means [*specify*]

(ii) Settlement Exchange Rate: [*Specify rate*]

(*if a pre-determined fixed rate applies then delete the remaining subparagraphs of this paragraph*).

(iii) SER Valuation Date(s): [*specify*] [SER Scheduled Trading Days prior to the [scheduled] [*specify each payment date*]]

(where different SER Valuation Dates apply to different payment dates, specify in respect of each applicable payment date)

(iv) Provisions applicable to determining the Settlement Exchange Rate: For the purpose of the definition of Settlement Exchange Rate in Payout Condition 6.3:

SER Price Source: [in respect of the Settlement Exchange Rate:] [*specify*] [as per Payout Condition 6.3]

SER Valuation Time: [in respect of the Settlement Exchange Rate:] [*specify*] [as per Payout Condition 6.3]

SER Settlement Day Centre(s): [in respect of the Settlement Exchange Rate:] [*specify*] [as per Payout Condition 6.3]

(v) SER Disruption Events: [Price Source Disruption]

[Illiquidity Disruption]

[Dual Exchange Rate]

[General Inconvertibility]

[General Non-Transferability]

[Material Change in Circumstance]

[Nationalisation]

[Price Materiality, where:

SER Price Materiality Percentage: [*specify*][3] per cent.

SER Primary Rate: [*specify*][The rate determined as set out in the definition of Settlement Exchange Rate]

SER Secondary Rate: [*specify*][SER First Fallback Reference Price [and]][SER Second Fallback Reference Price]]

[as per Payout Conditions 6.1 and 6.2]

[Not applicable]

(vi)	SER Scheduled Trading Day City/Cities:	[*specify*] [as per Payout Condition 6.3]
(vii)	SER Disruption Fallbacks (for Price Source Disruption and Price Materiality only):	[The following Disruption Fallbacks apply in the following order:

[Valuation Postponement]

SER Number of Postponement Settlement Days: [[Two][*specify*]] [Business Days][SER Settlement Days] [*specify*]

SER Maximum Days of Postponement: [*specify*]

[First Fallback Reference Price, where:

SER First Fallback Price Source: [*specify*]

SER First Fallback Valuation Time: [*specify*]

SER First Fallback Number of Settlement Days: [*specify*]]

[Second Fallback Reference Price, where:

SER Second Fallback Price Source: [*specify*]

SER Second Fallback Valuation Time: [*specify*]

SER Second Fallback Number of Settlement Days: [*specify*]]

[Calculation Agent Determination] (*specify fallbacks required and arrange order in which to be applied*)]

[as per Payout Condition 6.3]

[Not applicable]

(viii)	SER Cumulative Events:	[Not applicable][Applicable and Maximum Cumulative Days of Postponement means [*specify*]]

[as per Payout Condition 6.1]

(ix)	SER Number of Settlement Days:	[Two][Zero][*specify other*] [where SER Settlement Day Centre(s) means [in respect of the Settlement Exchange

Rate:] [*specify*] [and in respect of the Intermediate Exchange Rate: [*specify*]]]

[as per Payout Condition 6.3]

(x)	SER Additional Disruption Event:	[As per Payout Condition 6.3] [Not applicable] [The following SER Additional Disruption Events apply to the Notes:]

(*Specify each of the following which applies*)

[[Hedging Disruption] [Increased Cost of Hedging] [Trade Date means [*specify*]]

[Change in Law: Not applicable]

(*insert where Change in Law does not apply*)

14.	Knock-in Event:	[Not applicable][Applicable: Knock-in Value [for every Reference Item in the Basket] is [greater than][greater than or equal to][less than][less than or equal to] the Knock-in[Barrier][[within][outside] [the Knock-in Range] (*Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-in Event has occurred. If not applicable, delete the remaining sub-paragraphs of this paragraph*)

[The Reference Item Rate [1][2] is [greater][less] than [or equal to] the Knock-in Barrier]

(*Insert for Reference Item Rate Linked Notes*)

(i)	Knock-in Value:	[*insert definition from Payout Condition 5.1*]
(ii)	Knock-in Barrier:	[*specify value or percentage*]
(iii)	Knock-in Range:	From and [including][excluding] [*specify range of values, percentages, level, or prices etc*] to and [including][excluding] [*specify range of values, percentages, barrier etc*] [Not applicable]
(iv)	Knock-in Determination Day(s):	[*specify*][Each Scheduled Trading Day in the Knock-in Determination Period][Not applicable]
		[subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the [Index][Equity][EFT] Linked Condition shall apply for the purposes of Valuation Date]
(v)	Knock in Determination Period:	[*specify*][Not applicable]
(vi)	Knock-in Period Beginning Date:	[*specify*]][Not applicable]
(vii)	Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(viii)	Knock-in Period Ending Date:	[*specify*][Not applicable]
(ix)	Knock-in Period Ending Date Scheduled Trading Day Convention:	[Applicable][Not applicable]

(x)	Knock-in Valuation Time:	[*specify*][Scheduled Closing Time][Any time on a Knock-in Determination Day][Not applicable]

15. Knock-out Event:

[Not applicable][Applicable: The Knock-out Value [for every Reference Item in the Basket] is [(i)][greater than][greater than or equal to][less than][less than or equal to] [the Knock-out [Barrier] [within][outside] the Knock-out Range]

(*Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-out Event has occurred. If not applicable, delete the remaining sub-paragraphs of this paragraph*)

[The Reference Item Rate [1][2] is [greater][less] than [or equal to] the Knock-out Barrier]

(*Insert for Reference Item Rate Linked Notes*)

(i)	Knock-out Value:	[*insert definition from Payout Condition 5.1*]
(ii)	Knock-out Barrier:	[*specify value or percentage*]
(iii)	Knock-out Range:	From and [including][excluding] [*specify range of values, percentages, level, or prices etc*] to and [including][excluding] [*specify range of values, percentages, level, or prices etc*] [Not applicable]
(iv)	Knock-out Determination Day(s):	[[From and including][From and excluding][To and including][To but excluding][*specify*]] [*specify*][Each Scheduled Trading Day in the Knock-out Determination Period][Not applicable] [subparagraph (ii)][(A)][(B)] of the definition of Valuation Date as set out in the [Index][Equity][EFT] Linked Conditions shall apply for the purposes of Valuation Date]
(v)	Knock-out Determination Period:	[*specify*][Not applicable]
(vi)	Knock-out Period Beginning Date:	[*specify*][Not applicable]
(vii)	Knock-out Period Ending Date:	[*specify*][Not applicable]
(viii)	Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(ix)	Knock-out Period Ending Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(x)	Knock-out Valuation Time:	[*specify*][Scheduled Closing Time][Any time on a Knock out Determination Day][Not applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Interest:

[Applicable][Not applicable]

(i)	Interest Period End Date(s):	[*specify*][Not applicable][As per General Condition 4[(a)][(b)]]
(ii)	Business Day Convention for Interest Period End Date(s):	[Adjusted in accordance with [Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention][Floating Rate Convention]] [Not applicable (unadjusted)]

(if unadjusted specify not applicable. If adjusted specify same Business Day Convention as for Interest Payment Dates. Unless otherwise agreed, the Business Day Convention where the Reference Rate is SONIA, SOFR or €STR should be specified as Modified Following Business Day Convention)

(iii)	Interest Payment Date(s):	[*specify*] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions][As defined in the relevant Interest Basis provisions below] [(i) Each scheduled Interest Payment Date set out in the table below or, in each case; (ii) the Automatic Early Redemption Date immediately following the occurrence of an Automatic Early Redemption Event, whichever is the earlier][Upon the occurrence of an Automatic Early Redemption Event, interest shall cease to accrue and no further interest will be payable after the Automatic Early Redemption Date.]
(iv)	Business Day Convention for Interest Payment Date(s):	[Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention][Floating Rate Convention][Not applicable]

(If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention)

(v)	Minimum Interest Rate:	[*specify*][per cent.][per annum][Not applicable]

(If a Minimum Interest Rate applies for each Interest Period, the Minimum Interest Rate shall be specified separately for each Interest Period)

(vi)	Maximum Interest Rate:	[*specify*][per cent.][per annum][Not applicable]

(If a Maximum Interest Rate applies for each Interest Period, the Maximum Interest Rate shall be specified separately for each Interest Period.)

(vii)	Day Count Fraction:	[30/360][Actual/Actual [(ICMA)][(ISDA)]] [Actual/365 [(Fixed)][(Sterling)]] [Actual/360] [30/360/] [360/360]

[Bond Basis] [30E/360 [(ISDA)]] [Eurobond Basis] [1/1] [1] [Not applicable]

(*Where Actual/Actual ICMA is applicable, insert Determination Date(s) below*)

(*Repeat for each Interest Basis as necessary*)

(*Where the Reference Rate is (i) SONIA, specify Actual/365(Fixed); and (ii) SOFR or €STR, specify Actual/360*)

(viii)	Determination Date(s):	[[*specify*][in each year]][Not applicable]

(*Only relevant where Day Count Fraction is Actual/Actual (ICMA). In which case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*)

(ix)	Rate of Interest:	[In respect of each Interest Payment Date [(from [*specify*] to [*specify*])][falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable]]the Rate of Interest shall be determined by the Calculation Agent [as][in accordance with the following formula(s)]:

(*The above formulation may be repeated as necessary for each relevant interest type below*)

[Fixed Rate]

[Floating Rate]

(*In respect of the following, insert formula, relevant value(s) and other related definitions from Payout Condition 2.1 and relevant definitions from Payout Condition 5*)

[Rate of Interest (i)]

[Rate of Interest (ii)]

[Rate of Interest (iii)]

[Rate of Interest (iv)]

[Rate of Interest (v)]

[Rate of Interest (vi)]

[Rate of Interest (vii)]

[Rate of Interest (viii) - Call]

[Rate of Interest (ix) - Put]

[Rate of Interest (x) – Range Accrual]

[Rate of Interest (xi) - Call Participation]

[Rate of Interest (xii) - Digital One Barrier]

[Rate of Interest (xiii) –Digital One Barrier Standard]

[Rate of Interest (xiv) – Strike Podium n Barriers]

[Rate of Interest (xv) – Partial Memory]

[Rate of Interest (xvi) – Memory]

[Rate of Interest (xvii) - Call with Individual Caps]

[Rate of Interest (xviii) – Cappuccino]

[Rate of Interest (xix) - Best Replace]

[Rate of Interest (xx) – Cliquet]

[Rate of Interest (xxi) - Cliquet Digital]

[Rate of Interest (xxii) - Cliquet Digital Lock in]

[Rate of Interest (xxiii) - Digital Coupon One Dual Condition]

[Rate of Interest (xxiv) - Digital Coupon Two Dual Conditions]

[Rate of Interest (xxv) – TARN]

[Rate of Interest (xxvi) – Ratchet]

[Rate of Interest (xxvii) – Multiplier]

[Rate of Interest (xxviii) –Count Barrier Condition]

[Rate of Interest (xxix) – Podium]

[Rate of Interest (xxx) – Compensation]

[Rate of Interest (xxxi) – Dual Currency Digital Coupon]

[Rate of Interest (xxxii) – Partial Consolidation]

[Rate of Interest (xxxiii) – Ulises]

[Rate of Interest (xxxiv) – Leonidas Range Accrual]

[Rate of Interest (xxxv) – Leonidas]

[Rate of Interest (xxxvi) – Branch]

[Rate of Interest (xxxvii) – Multiple Reverse]

[Rate of Interest (xxxviii) – Growth & Income]

[Rate of Interest (xxxix) – Daily Fixed Coupon]

[Option FX: Applicable] *(specify as applicable for each Rate of Interest where FX option is to apply)*

(If the Rate or Interest is calculated by reference to Reference Items, Valuation Dates, Observation Dates etc. or is otherwise calculated differently in respect of each Interest Payment Date, above options may be repeated

and numerical suffixes may be used to clarify which Reference Item, Rate of Interest, Valuation Date, Observation Date etc. applies in respect of the corresponding Interest Payment Date)

17. Fixed Rate Note Provisions:

[Applicable[, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable]

(In respect of Credit Linked Notes) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

(If more than one fixed rate is to be determined repeat items (i) to (iii) of this paragraph for each such rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)

(If not applicable, delete the remaining subparagraphs of this paragraph)

    (i)   Rate(s) of Interest:

[[*specify*] [per cent. [per annum] payable [annually][semi-annually][quarterly][monthly] in arrears on each Interest Payment Date][Not applicable]

(Amend appropriately in the case of irregular coupons)

    (ii)   Fixed Coupon Amount(s):

[[*specify*] per Calculation Amount][Not applicable]

    (iii)   Broken Amount(s):

[[*specify*] per Calculation Amount, payable on the Interest Payment Date[s] falling [in][on][*specify*]][Not applicable]

18. Floating Rate Note Provisions:

[Applicable[, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*] only]][Not applicable] [for purposes only of determining the "Rate" element of the Rate of Interest specified in item 16(ix)] *(insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix))*

(In respect of Credit Linked Notes) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

(If more than one floating rate is to be determined, repeat items [specify] to [specify] for each such rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)

(If not applicable, delete the remaining subparagraphs of this paragraph)

    (i)   Specified Period(s):

[*specify length of period*] [Not applicable]

| (ii) | Manner in which the Rate of Interest and Interest Amount is to be determined: | [Screen Rate Determination][ISDA Determination] |
| | | (*further particulars specified below*) |

(iii)	Screen Rate Determination:	[Applicable][Not applicable]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
		(*If applicable, for floating rate Notes not referencing SONIA, SOFR or €STR include (a) to [(d)] below and delete the other sub-paragraphs*)
		(*If applicable, for floating rate Notes referencing SONIA, SOFR or €STR include (a) to [(TBD)] (excluding (c) below, delete otherwise*)

| | (a) | Reference Rate: | [*specify period*] [month] [year] [LIBOR] [EURIBOR] [SONIA] [SOFR] [€STR] [CMS Rate with a Designated Maturity of [*insert years*]][*specify* Government Bond Yield Rate][*specify* TEC Rate] [with a Designated Maturity of [*insert years*]] [*specify other*] |

| | (b) | Interest Determination Date(s): | [*Specify*] [[ ][prior to the [The][first] day of each Interest Period]] [The [second][specify] [Business Day][specify] falling prior to Interest Payment Date][Each Interest Payment Date, provided that in respect of the final Interest Period, the Interest Determination Date shall be the [second][specify] [Business Day][specify] falling prior to Interest Payment Date ([not] taking into account any adjustment made pursuant to Condition 5 (*Payments, Physical Delivery and Exchange of Talons*)) – use for Payment Delay only] |

| | (c) | Specified Time: | [Not applicable] |
| | | | (*Not applicable, for SONIA, SOFR or €STR*) |

| | (d) | Relevant Screen Page: | [*specify*][The SOFR Screen Page][ECB Website] [New York Federal Reserve´s Website] |
| | | | (*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*) |

| | (e) | RFR Index Determination: | [Applicable][Not applicable] |

| | (f) | Determination Method: | [Compoundeded Daily Rate – *include if RFR Index Determination is specified as applicable, or if this is the chosen determination method where RFR Index Determination is specified as Not applicable*][Weighted Average Rate] |

| | (g) | Observation Method: | [[Observation Shift][Lag][Lock-Out] [Payment Delay] |

| | (h) | Observation Shift Option [*Specify where Observation Shift is applicable*]- : | [Standard Shift][IDD Shift]][Not applicable] |

(i)	Y:		*["Y":]* means *[360 – likely to be specified for USD and Euro]*[365- *likely to be specified for GBP*] *[Specify]* [Not applicable]
(j)	"p":		[Specify] *(only if Observation Shift (Standard Shift) or Lag are applicable)*[Not applicable]
(a)	(k)	Effective Interest Payment Dates:	[In respect of each Interest Period other than the final Interest Period, the date falling [two][specify] [Business Days][specify] following the Interest Payment Date, and in respect of the final Interest Period, the Maturity Date or redemption date (as applicable) of the Notes. [Not applicable] *(include Not applicable if Payment Delay is not specified as the Observation Method)*
(b)	(l)	Rate Cut-off Date:	[(*specify*) Reference Rate Business Day immediately prior to the Interest Determination Date] [as per General Condition 4(b)(iv)(2)(D)] [Not applicable] *(include where Lock-Out or Payment Delay is specified as the Observation Method*)
(c) [(m)		SOFR Replacement Alternatives Authority:	[As per General Condition 4(b)(iv)(4)[specify]/[Not applicable]] (*Include where the Reference Rate is SOFR*)
(iv)	ISDA Determination:		[Applicable][Not applicable]
	(a)	ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
	(b)	Floating Rate Option:	[*specify*] [EUR-EURIBOR-Reuters *(if 2006 ISDA Definitions apply)* / EUR-EURIBOR *(if 2021 ISDA Definitions apply)* / EUR-EuroSTR / EUR-EuroSTR Compounded Index / GBP SONIA / GBP SONIA Compounded Index / USD-SOFR / USD-SOFR Compounded Index] (*if the Floating Rate Option is a Compounded Index specify not applicable in (e) and (f) and complete (g) below*)
	(c)	Designated Maturity:	[*specify*] [Not applicable] *(Designated Maturity will not be relevant where the Floating Rate Option is a risk free rate)*
	(d)	Reset Date:	[*specify*] [as specified in the ISDA Definitions / the first day of the relevant Interest Period]
	(e)	Compounding:	[Applicable]/[Not applicable]
		(i) Compounding Method:	[OIS Compounding] [Compounding with Lookback Lookback: [Five][specify] Applicable Business Days] [Compounding with Observation Period Shift Observation Period Shift: [Five][specify] Observation Period Shift Business Days

Observation Period Shift Additional Business Days: [specify]/[Not applicable]]

[Compounding with Lockout

Lockout: [specify] Lockout Period Business Days

Lockout Period Business Days: [Applicable Business Days][specify]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable][Not applicable]

[Daily Capped Rate: [specify] per cent.]

[Daily Floored Rate: [specify] per cent.]]

(f)	Averaging:	[Applicable]/[Not applicable]
	(i) Averaging Method:	[Overnight Averaging]

[Averaging with Lookback

Lookback: [Five][*specify*] Applicable Business Days]

[Averaging with Observation Period Shift

Observation Period Shift: [Five][specify] Observation Period Shift Business Days

Observation Period Shift Additional Business Days: [specify]/[Not applicable]]

[Averaging with Lockout

Lockout: [Five][specify] Lockout Period Business Days

Lockout Period Business Days: [Applicable Business Days] [specify]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable][Not applicable]

[Daily Capped Rate: [specify] per cent.]

[Daily Floored Rate: [specify] per cent.]]

(g)	Index Provisions:	[Applicable][Not applicable]
	(i) Index Method:	Compounded Index Method with Observation Period Shift

Observation Period Shift: [Five][specify] Observation Period Shift Business Days

Observation Period Shift Additional Business Days: [specify]/[Not applicable]

[Standard Index Method][Compounded Index Method]

(h)	Interest Determination Date(s):	[*specify*]
(i)	Payment Delay	[Applicable][Not applicable]

[Effective Interest Payment Date: In respect of each Interest Period other than the final Interest Period, the date falling [two][specify] [Business Days][specify] following the Interest Payment Date, and in respect of the final Interest Period, the Maturity Date or redemption date (as applicable) of the Notes *(include if*

Payment Delay is specified as applicable for Floating Rate Option when OIS Compounding or OIS Averaging is applicable and for Floating Rate Option Index if Index Method is Standard Index Method or Compounded Index Method)

| (v) | Linear Interpolation: | [Not applicable][Applicable - the Rate of Interest for the [long][short] [first][last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)] |

| (vi) | Margin(s): | [[+/-][*specify*][per cent][per annum][Not applicable] |

(If a Margin applies for each Interest Period, the Margin shall be specified separately for each Interest Period)

19. Specified Interest Amount Note Provisions: [Applicable][Not applicable] (*If not applicable delete the remaining subparagraphs of this paragraph*)

| (i) | Specified Interest Amount(s): | [In respect of the [following] Specified Interest Payment Dates [from and including [[*specify*] to and including [*specify*]]], [*specify*] per Calculation Amount][See table [above][below]](*Insert table*) (*Note that for partially Credit-Linked Notes where the Specified Interest Amounts are not credit-linked, the amount specified per Calculation Amount should be the intended Specified Interest Amount per Calculation Amount multiplied by (1-Credit Multiplier).*) |

(In respect of Credit Linked Notes) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

(repeat as necessary)

| (ii) | Specified Interest Payment Date(s): | [*specify*][[Each][The] Interest Payment Date falling on or nearest to] [*specify*][from and including [the Interest Payment Date falling on or nearest to] [*specify*] to and including [the Interest Payment Date falling on or nearest to][*specify*]][, as adjusted in accordance with the Business Day Convention] [See table [above][below]](*Insert table*) |

| (iii) | Specified Interest Amount Multiplier: | [Not applicable] [*specify*][Credit Event Reduction Factor](*only include where relevant for Credit Linked Notes*) |

| (iv) | Business Day Convention | [*specify*] (*only include if necessary*) |

20. Zero Coupon Note Provisions: [Applicable][Not applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(In respect of Credit Linked Notes) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

| | Accrual Yield: | [*specify*] per cent. [per annum] [30/360][*Specify*] |

21. Index Linked Interest Provisions:

[Applicable] [in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*] only][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)*)

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(*In respect of Credit Linked Notes*) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

(i) [Index][Basket of Indices]:

[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above] [below]] [*Insert table*]

[For [k]=1][*specify*][*insert description and, if relevant details of where investors can obtain information about the Index*][(see paragraph [*specify*])](*repeat as necessary*)

[The (*specify Index*) is [not] a [Single-Exchange] [or] [Multi-Exchange Index] (*repeat as necessary*)]

[Weighting: [[Not applicable]] [[*specify*] [Each such Weighting shall be subject to adjustment in accordance with the Index Linked Conditions]]

(ii) [Exchange(s)] [Pricing Source]: and Index Sponsor]:

(a) [the relevant [Exchange[s]][Pricing Source [s] [is][are]*specify*] [there are no relevant [Exchanges][Pricing Sources]][*specify*]; and

(b) the relevant Index Sponsor is [*specify*].]

[See table [above][below]]

(*include Pricing Source if non Multi-Exchange/Single Exchange is selected above*).

(iii) [Related Exchange][Related Pricing Source]:

[*specify*][All Exchanges]

[*specify*][All Related Pricing Sources] [Not applicable] (*include Related Pricing Source if the Index is a non Single-Exchange or Multi-Exchange Index*).

(iv) Screen Page:

[*specify*][See table [above][below]]

(v) [Strike Date] [Strike Period and Strike Days]:

[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*] [See table [above][below]]

(vi) Averaging:

[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above] [below]]

[In the event that an Averaging Date is a Disrupted Day Omission][Postponement][Modified Postponement] will apply.]

[subparagraph (iii)[(B) [1][2] of the definition of Modified Postponement as set out in the Index Linked Conditions shall apply for the purposes of Modified Postponement]

(vii)	Interest Payment Date(s):	[*specify*][See table [above][below]][*Insert table*][or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(viii)	[Coupon Valuation [Date(s)][Period(s)]]:	[*specify*][See table [above][below]] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions] [subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the Index Linked Condition shall apply for the purposes of Valuation Date]
(ix)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period] [[*specify*], being the time specified on the relevant [Coupon Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Index Linked Interest Amount][Not applicable][As per the Index Linked Conditions]
(x)	[Observation Date(s)][Observation Period(s)]:	[*specify*][Not applicable][See table [above][below]] [subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the Index Linked Condition shall apply for the purposes of Valuation Date]
(xi)	[Exchange Business Day][Index Business Day]:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]] (*include Index Business Day if non Multi-Exchange/Single Exchange is selected above).*
(xii)	Scheduled Trading Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)] (*must match election made for Exchange Business Day/Index Business Day*)
(xiii)	Index Correction Period:	[As set out in Index Linked Condition 7][*specify*]
(xiv)	Specified Maximum Days of Disruption:	[*specify*][eight][Scheduled Trading Days][Not applicable]
(xv)	Additional Disruption Events:	[Not applicable] [As per the Index Linked Conditions] [The following Additional Disruption Events apply to the Notes:] (*Specify each of the following which applies*) [Hedging Disruption] [Increased Cost of Hedging] [Increased Cost of Component Borrow] [Loss of Component Borrow] [Change in Law: Not applicable]

[The [Maximum Component Loan Rate] in respect of [*specify*] is [*specify*]] (*Only applicable if Loss of Component Borrow is applicable*)

[The Initial Component Loan Rate in respect of [*specify*] is [*specify*]] (*Only applicable if Increased Cost of Component Borrow is applicable*)

22. Equity Linked Interest Provisions:

[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)*)

(*If not applicable, delete the remaining subparagraphs of this paragraph*)

(*In respect of Credit Linked Notes*) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

(i) [Share(s)][Share Company][Basket of Shares][Basket Company]:

The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above] [below]] [*Insert table*]

[For [k]=1][specify][*insert description*][(see paragraph [specify])](*repeat as necessary*)

[Weighting: [[Not applicable]] [[*specify*][Each such Weighting shall be subject to adjustment in accordance with the Equity Linked Conditions]]

(ii) Share Currency:

[*specify*] [See table [above][below]]

(iii) ISIN of Share(s):

[*specify*] [See table [above][below]]

(iv) Screen Page:

[*specify*] [See table [above][below]]

(v) Exchange(s):

[*specify*] [See table [above][below]]

(vi) Related Exchange(s):

[*specify*][All Exchanges]

(vii) Depositary Receipt provisions:

[Applicable][Not applicable][For Reference Item k=[*specify*][and k=[*specify*]]

(a) Details of share:

[*specify name and ISIN code of the share to which the relevant Depository Receipts relate*]

(b) Share Exchange:

[*specify*]

(viii) [Strike Date] [Strike Period and Strike Days]:

[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*] [See table [above][below]]

(ix) Averaging:

[Not applicable][Averaging applies to the Notes. The Averaging Dates are [*specify*].] [See paragraph [*specify*] above] [See table [above][below]]

[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]

[subparagraph (iii)[(B) [1][2] of the definition of Modified Postponement as set out in the Equity Linked Conditions shall apply for the purposes of Modified Postponement]

(x)   Interest Payment Date(s):

[*specify*] [See table [above][below]] [*Insert table*] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]

(xi)   [Coupon Valuation [Date(s)][Period(s)]]:

[*specify*][See table [above][below] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions] [subparagraph (ii) (A)(B) of the definition of Valuation Date as set out in the Equity Linked Conditions shall apply for the purposes of Valuation Date]

(xii)   Coupon Valuation Time:

[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period]] [[*specify*], being the time specified on the relevant [Coupon Valuation Date][Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Equity Linked Interest Amount] [Not applicable]

(*If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time*)

(xiii)   [Observation Date(s)][Observation Period(s)]:

[*specify*][Not applicable][See table [above][below]]

[subparagraph (ii) (A)(B) of the definition of Valuation Date as set out in the Equity Linked Conditions shall apply for the purposes of Valuation Date]

(xiv)   Exchange Business Day:

[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]

(xv)   Scheduled Trading Day:

[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]

(*Must match election for Exchange Business Day*)

(xvi)   Share Correction Period:

[As set out in Equity Linked Condition 8][*specify*]

(xvii)   Specified Maximum Days of Disruption:

[*specify*][eight][Scheduled Trading Days][Not applicable]

(xviii)   Extraordinary Events:

[Not applicable][As per the Equity Linked Conditions][In addition to De-Listing, Insolvency, Merger Event, Tender Offer unless Tender Offer (specified below as not applicable) and Nationalisation, the following Extraordinary Events apply to the Notes:

(*specify each of the following which applies*)

[Listing Change]

[Listing Suspension]

[Illiquidity]

[Tender Offer: Not applicable]

| (xix) | Additional Disruption Events: | [Not applicable][As per the Equity Linked Conditions][The following Additional Disruption Events apply to the Notes:] |

(*Specify each of the following which applies*)

[Hedging Disruption]

[Insolvency Filing]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Loss of Stock Borrow]

[Stop-Loss Event]

[Stop-Loss Event Percentage: [*specify*] per cent.]

[Change in Law: Not applicable]

[The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant Share*] is [*specify*]] (*Only applicable if Loss of Stock Borrow is applicable*)

[[The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is [*specify*]] (*Only applicable if Increased Cost of Stock Borrow is applicable*)]

23. ETF Linked Interest Provisions:

[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)*),

(*If not applicable, delete the remaining subparagraphs of this paragraph*)

(*In respect of Credit Linked Notes*) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

(i) [ETF(s)]/[ETF Basket]:

The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above][below]] [*Insert table*]

[For [k]=1][*specify*][*insert description*][(see paragraph [*specify*])](*repeat as necessary*)

[Weighting: [[Not applicable]] [[*specify*] [Each such Weighting shall be subject to adjustment in accordance with the ETF Linked Conditions]]

(ii)	ETF Share Currency:	[*specify*] [See table [above][below]]
(iii)	ISIN of ETF Share(s):	[*specify*] [See table [above][below]]
(iv)	Screen Page:	[*specify*] [See table [above][below]]
(v)	Exchange(s):	[*specify*][Not applicable] [See table [above][below]]
(vi)	Related Exchange(s):	[*specify*][All Exchanges][Not applicable]
(vii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*][See table [above][below]]
(viii)	Averaging:	[Not applicable][Averaging [applies] to the Notes. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]]
		[In the event that an Averaging Date is a [Disrupted Day], [Omission][Postponement][Modified Postponement] will apply]
		[subparagraph (iii)[(B) [1][2] of the definition of Modified Postponement as set out in the ETF Linked Conditions shall apply for the purposes of Modified Postponement]
(ix)	Interest Payment Dates(s):	[*specify*] [See table [above][below]] [*insert table*] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(x)	[Coupon Valuation [Date(s)][Period(s)]]:	[*specify*] [See table [above][below] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions] [subparagraph (ii) (A)(B) of the definition of Valuation Date in the ETF Linked Condition shall apply for the purposes of Valuation Date]
(xi)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period]] [[*specify*], being the time specified on the relevant [Coupon Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [ETF Linked Interest Amount] [Not applicable]
		(*If no time is specified, the Coupon Valuation Time will be the close of trading on the Exchange*)
(xii)	[Observation Date(s)][Observation Period(s)]:	[*specify*][Not applicable][See table [above][below]]
		[subparagraph (ii) (A)(B) of the definition of Valuation Date in the ETF Linked Condition shall apply for the purposes of Valuation Date]
(xiii)	Exchange Business Day:	[[(All ETF Shares Basis)][[(Per ETF Shares Basis)]][(Single ETF Share Basis)]][(Cross Asset Basis)]]
(xiv)	Scheduled Trading Day:	[[(All ETF Share Basis)]][[(Per ETF Share Basis)]][(Single ETF Share Basis)]][(Cross Asset Basis)]]
(xv)	ETF Share Correction Period:	[As set out in the ETF Linked Condition 6][*specify*]

(xvi)	Specified Maximum Days of Disruption:	[Not applicable][*specify*][five][Scheduled Trading Days]
(xvii)	Extraordinary ETF Events:	[As set out in ETF Linked Condition 2(b)] [*specify*]
(xxiii)	Additional Extraordinary ETF Events:	[Not applicable][As per the ETF Linked Conditions][The following Additional Extraordinary ETF Events apply to the Notes:
		(*Specify each of the following which applies*)
		[Hedging Disruption]
		[Increased Cost of Hedging]
		[Increased Cost of Stock Borrow]
		[Insolvency Filing]
		[Stop-Loss Event]
		[Stop-Loss Event Percentage: [*specify*] per cent.]
		[Change in Law: Not applicable]
		[The Maximum Stock Loan Rate in respect of [*specify* in relation to each relevant ETF Share] is [*specify*]] (*Only applicable if Loss of Stock Borrow is applicable*)
		[[The Initial Stock Loan rate in respect of [specify in relation to each relevant ETF Share] is [*specify*]] (*Only applicable if Increased Cost of Stock Borrow is applicable*)]
		[Tender Offer: Not applicable]
24.	Fund Linked Interest Provisions:	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)*),
		(*If not applicable, delete the remaining subparagraphs of this paragraph*)
		(*In respect of Credit Linked Notes*) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]
(i)	Fund(s)/Fund Basket(s):	The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above][below]] [*Insert table*]
		[For [k]=1][*specify*][*insert description*][(see paragraph [*specify*])](*repeat as necessary*)
		[The NAV per Fund Share will be published on [*specify*]]

<table>
<tr><td></td><td></td><td>[Weighting: [[Not applicable]] [[*specify*] [Each such Weighting shall be subject to adjustment in accordance with the [Fund Linked Conditions]]</td></tr>
<tr><td>(ii)</td><td>Fund Shares:</td><td>[*specify*][a unit of the relevant Fund] [See table [above][below]]</td></tr>
<tr><td>(iii)</td><td>Averaging:</td><td>[Not applicable][Averaging [applies] to the Notes. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]]</td></tr>
<tr><td></td><td></td><td>[In the event that an Averaging Date is a Fund Non-Valuation Date, [Omission][Postponement][Modified Postponement] will apply]</td></tr>
<tr><td>(iv)</td><td>Interest Payment Date(s):</td><td>[*specify*] [See table [above][below]] [*insert table*] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]</td></tr>
<tr><td>(v)</td><td>[Coupon Valuation [Date(s)][Period(s)]]:</td><td>[*specify*] [See table [above][below] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]</td></tr>
<tr><td>(vi)</td><td>[Observation Date(s)][Observation Period(s)]:</td><td>[*specify*][Not applicable][See table [above][below]]</td></tr>
<tr><td>(vii)</td><td>Fund Business Day:</td><td>[*specify*][(All Fund Share Basis)][(Per Fund Share Basis)][(Single Fund Share Basis)]] [As per the Fund Linked Conditions]</td></tr>
<tr><td>(viii)</td><td>Initial Calculation Dates:</td><td></td></tr>
<tr><td></td><td>(a)   Initial Calculation Day:</td><td>[*specify*] [Not applicable]</td></tr>
<tr><td></td><td>(b)   Initial Calculation Date:</td><td>[*specify*] [Not applicable]</td></tr>
<tr><td></td><td>(c)   Initial Calculation Period:</td><td>[*specify*] [Not applicable]</td></tr>
<tr><td>(ix)</td><td>Final Calculation Date:</td><td>[*specify*] [Not applicable]</td></tr>
<tr><td>(x)</td><td>Calculation Date(s):</td><td>[*specify*] [Not applicable]</td></tr>
<tr><td>(xi)</td><td>Extraordinary Fund Events:</td><td>[As set out in Fund Linked Condition 1] [*specify*]</td></tr>
<tr><td></td><td>(a)   NAV Barrier:</td><td>[*specify*][Not applicable]</td></tr>
<tr><td></td><td>(b)   NAV Trigger Percentage:</td><td>[*specify*][As set out in Fund Linked Condition 6] [Not applicable]</td></tr>
<tr><td></td><td>(c)   NAV Trigger Period:</td><td>[*specify*][As set out in Fund Linked Condition 6] [Not applicable]</td></tr>
<tr><td></td><td>(d)   Number of NAV Publication Days:</td><td>[*specify*][As set out in Fund Linked Condition 6] [Not applicable]</td></tr>
<tr><td></td><td>(e)   Basket Trigger Level:</td><td>[*specify*][As set out in Fund Linked Condition 6] [Not applicable]</td></tr>
</table>

(xii)	Additional Extraordinary Fund Events:		[Not applicable][As per the Fund Linked Conditions][The following Additional Extraordinary Fund Events apply to the Notes:

(*Specify each of the following which applies*)

[Hedging Disruption]

[Increased Cost of Hedging]

[Change in Law: Not applicable]

(xiii)	Delayed Payment Cut-Off Date:	[As set out in Fund Linked Condition 3][*specify*]

25. Inflation Linked Interest Provisions:

[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable][for the purposes of determining the "Rate of Interest" specified in item 16(ix)] *(insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix))*

(In respect of Credit Linked Notes) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(If more than one Inflation Rate is to be determined, repeat items (i) to (ix) for each such Inflation Rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)

(i)	[Index][Indices][Basket of each Inflation Index]	[*specify*] [Reference Item[s][(k)]]

(Set out each Index level and insert "in respect of [specify date]" following each Index level)

(ii)	Screen Page/Exchange/ CODE:	[*specify*]
(iii)	Index Sponsor:	[*specify*]
(iv)	Cut-Off Date:	[As per the Inflation Linked Conditions][*specify*]
(v)	Related Bond:	[*specify*][Fallback Bond][Not applicable]
(vi)	Fallback Bond:	[Applicable][Not applicable]
(vii)	Related Bond Redemption Event:	[Applicable][Not applicable]
(viii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*]
(ix)	Reference Month:	[*specify*][Not applicable]
(x)	Determination Date	[*specify*][Not applicable]

(xi)	Additional Disruption Events:	[Not applicable][As per the Inflation Linked Conditions][The following Additional Disruption Events apply to the Notes:
		(*Specify each of the following which applies*)
		[Hedging Disruption]
		[Increased Cost of Hedging]
		[Change in Law: Not applicable]

26. Foreign Exchange (FX) Rate Linked Interest Provisions:

[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)*) [For the purpose of determining the "RI FX Level" specified in item 16(ix)]

(*If not applicable, delete the remaining subparagraphs of this paragraph*)

(*In respect of Credit Linked Notes*) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

(i)	Base Currency:	[*specify*][Not applicable][For Reference Item[(k)]: [*insert*]]
(ii)	Subject Currency/Currencies:	[*specify*][Not applicable][For Reference Item[(k)]: [*insert*]] [and EM Foreign Exchange Rate Provisions apply to such Subject Currency]
(iii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*][See table [above][below]]
(iv)	Averaging:	[Not applicable][Averaging [applies] to the Notes. [The Averaging Dates are [*specify*].] [See paragraph [specify] above][See table [above] [below]
(v)	Interest Payment Date(s):	[specify] [See table [above][below]] [Insert table] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(vi)	[Coupon Valuation [Date(s)][Period(s)]]:	[*specify*][See table [above][below] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(vii)	[Observation Date(s)][Observation Period]:	[*specify*][Not applicable][See table [above][below]]
(viii)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions do not apply to a Settlement Currency:	[Applicable [in respect of [*specify Subject Currencies to which these provisions apply where there is a Basket*]] [Not applicable]
		(*Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency*)

	(a)	Relevant Screen Page:	[*specify*][Not applicable]
	(b)	Price Source:	[*specify*]
	(c)	Valuation Time:	[*specify*][As per Foreign Exchange (FX) Rate Linked Note Condition 7]
	(d)	Disruption Events:	[Price Source Disruption]

[Illiquidity Disruption]

[Dual Exchange Rate]

[General Inconvertibility]

[General Non-Transferability]

[Material Change in Circumstances]

[Nationalisation]

[Not applicable]

(Specify in respect of each Subject Currency where Non-EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different Disruption Events (or components thereof) also apply thereto).

	(e)	Specified Maximum Days of Disruption:	[*specify*][five][Scheduled Trading Days][Not applicable]
(ix)		Provisions applicable where EM Foreign Exchange (FX) Rate Provisions apply:	[Applicable [in respect of[*specify Subject Currencies to which these provisions apply where there is a Basket*]]][Not applicable]

(Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)

	(a)	Provisions applicable to determining the Settlement Price:	For the purpose of the definition of Settlement Price in Foreign Exchange (FX) Rate Linked Note Condition 7 [and [*specify the relevant Subject Currency where more than one Subject Currency*]]:

EM FX Price Source: [*specify*]

EM Valuation Time: [*specify*]

EM Scheduled Trading Day Jurisdiction: [*specify*]

	(b)	EM Disruption Events:	[Price Source Disruption]

[Illiquidity Disruption]

[Dual Exchange Rate]

[General Inconvertibility]

[General Non-Transferability]

[Material Change in Circumstance]

[Nationalisation]

[Price Materiality, where:

EM Price Materiality Percentage: [*specify*][3] per cent.

EM Primary Rate: [*specify*][The rate determined as set out in the definition of Settlement Price]

EM Secondary Rate: [*specify*][[EM First Fallback Reference Price [and]][EM Second Fallback Reference Price]]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Events (or components thereof) also apply thereto*)

(c)	EM Disruption Fallbacks:	[EM Calculation Agent Determination]

[EM First Fallback Reference Price, where:

First Fallback EM FX Price Source: [*specify*]

First Fallback EM Valuation Time: [*specify*]

First Fallback EM Number of Settlement Days: [*specify*]]

[EM Second Fallback Reference Price, where:

Second Fallback EM FX Price Source: [*specify*]

Second Fallback EM Valuation Time: [*specify*]

Second Fallback EM Number of Settlement Days: [*specify*]]

[EM Valuation Postponement]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(d)	EM Maximum Days of Postponement:	[*specify*]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(e)	EM Cumulative Events:	[Not applicable][Applicable and EM Maximum Cumulative Days of Postponement means [*specify*]]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(f)	EM Number of Settlement Days:	[[Two][*specify*]] [Business Days][EM Settlement Days] [*specify*]
(g)	EM Number of Postponement Settlement Days:	[Two][Zero][*specify other*] [where Settlement Day Centre(s) means [*specify*]]

(x)	Additional Disruption Events:		[Not applicable] [As per the Foreign Exchange (FX) Rate Linked Conditions] [The following Additional Disruption Events apply to the Notes:]

(x)   Additional Disruption Events: [Not applicable] [As per the Foreign Exchange (FX) Rate Linked Conditions] [The following Additional Disruption Events apply to the Notes:]

(*Specify each of the following which applies*)

[[Hedging Disruption][Increased Cost of Hedging]

[Trade Date means [specify]]

[Change in Law: Not applicable]

(*insert where Change in Law does not apply*)

27. Reference Item Rate Linked Interest: [Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including] [*specify*] only][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)*)

(*In respect of Credit Linked Notes*) [, [not] subject to the provisions of paragraph 41 "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

[The [Floating][Fixed] Rate Note Provisions shall apply. For the purposes of determining the Reference Item Rate on the basis of elections in this paragraph]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(*If more than one Reference Item Rate is to be determined, include the following language: "Reference Item Rate [specify] is as follows:" and repeat items (i) to (vi)) below for each such Reference Item Rate*)

(i)   Screen Rate Determination: [Applicable][Not applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(a)   Reference Item Rate: [*specify period*] [month] [year] [LIBOR] [EURIBOR] [SONIA] [SOFR] [€STR] [CMS Rate with a Designated Maturity of [*insert years*]][*specify* Government Bond Yield Rate][specify TEC Rate] [with a Designated Maturity of [*insert years*]] [*specify other*]

(b)   Interest Determination Date(s):   [*specify*]

(c)   Specified Time: [*specify*]

(d)   Relevant Screen Page: [*specify*] (*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)

(ii)   ISDA Determination: [Applicable][Not applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

	(a)	ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
	(b)	Floating Rate Option:	[*specify*]
	(c)	Designated Maturity:	[*specify*]
	(d)	Reset Date:	[*specify*]
(iii)		Reference Spread:	[Reference Item Rate 1 minus Reference Item Rate 2][Not applicable] [See paragraph [*specify*][above][below]
			(*If a Reference Spread applies for each Interest Period, the Reference Spread shall be specified separately for each Interest Period.*)
(iv)		[Coupon Valuation [Date(s)][Period(s)]]:	[*specify*][or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(v)		Range Accrual Cut-Off Date:	[*specify*] [See paragraph [*specify*][above][below][Not applicable]
(vi)		Business Day:	As used in this item and for the purpose of determining the Reference Item Rate only, "**Business Day**" means [a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [*specify*] [A Target Settlement Day][Reference Rate Business Day (as defined in General Condition 4(b)(iv)(2)][a "**U.S. Government Notes Business Day**", being any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.] [Not applicable]
28.	EUA Contract Linked Interest Provisions		[Applicable][Not applicable]
			(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)		EUA Contract/EUA Contracts/Basket of EUA Contracts	[specify EUA Contract/EUA Contracts][The [futures] contract specified in item (viii) below]
			[Relevant Registry: [*specify*]]
(ii)		Pricing Date(s)	[specify][Not applicable]
(iii)		Initial Pricing Date	[specify][Not applicable]
(iv)		Final Pricing Date	[specify][Not applicable]
(v)		Coupon Valuation Date(s)	[specify][Not applicable]
(vi)		Interest Payment Dates	[specify][Not applicable]
(vii)		Trade Date	[specify]
(viii)		EUA Contract Reference Price	[specify] [For example:

For any Pricing Date, that day's Specified Price on the [insert] of the EUA Contract][for the Delivery Date], [stated in [currency]][per][specify] quantity and commodity][, as made public by][specify] on that Pricing Date]

[The Price Source is/are []][23]

(ix)	EUA Contract Business Day		[EUA Contract Linked Condition [1] applies][specify]
(x)	Delivery Date		[specify][Not applicable]
(xi)	Nearby Month		[specify][Not applicable]
(xii)	Specified Price		[specify][Not applicable]
(xiii)	Exchange		[specify][Not applicable]
(xiv)	Valuation Time		[Continuous monitoring [specify other] and the relevant time on [insert relevant date(s)].]/[specify]
(xv)	Specified Maximum Days of Disruption		[specify] [[specify] EUA Contract Business Days][24] /[As per Conditions]
(xvi)	Weighting		[The Weighting to be applied to each item comprising the Basket of EUA Contracts is [specify]]/[Not applicable]
(xvii)	Rolling Futures Contract Notes		[Yes/No]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

[Dislocation Event: [Applicable]/[Not applicable]]

Dislocation Level: [specify]/[As per Conditions]]

(xviii)	Futures Rollover [Date/Period]	[specify][Not applicable]

29. Combination Interest: [Applicable][Not applicable]

(Applicable in relation to Interest linked to a combination of types of Reference Items)

(If applicable, complete relevant prompts from Paragraphs 16 to 28)

PROVISIONS RELATING TO REDEMPTION AND PROVISIONS RELATING TO CREDIT LINKED NOTES

30. Final Redemption Amount: [Redemption at par][Calculation Amount * [*specify*] per cent.][Calculation Amount * Final Payout][, subject to [*specify*][the application of the Settlement Exchange Rate Provisions[in the specified circumstances set out in the Final Payout Formula only]]][*specify*]

---

[23] Delete if using automated EUA Contract Reference Prices

[24] [Only applicable in respect of EUA contract linked notes linked to a single EUA contract]

31. Final Payout:

[Applicable][Not applicable] *(If applicable, in respect of the following, insert formula from Payout Condition 2.2 and relevant definitions from Payout Condition 5)(If not applicable, delete remaining subparagraphs of this paragraph)*

[Redemption (i)]

[Redemption (ii) - Call]

[Redemption (iii) - Put]

[Redemption (iv)] – Digital]

[Redemption (v) - Digital with Knock-in]

[Redemption (vi) – Strike Podium n Conditions]

[Redemption (vii) – Knock-in]

[Redemption (viii) – Knock-in Standard]

[Redemption (ix) – Knock-in Put Leverage]

[Redemption (x) – Barrier and Knock-in Standard]

[Redemption (xi) – Barrier and Knock-in]

[Redemption (xii) – Barrier and Knock-in Put Leverage]

[Redemption (xiii) – Twin Win]

[Redemption (xiv) – Himalaya]

[Redemption (xv) - Booster]

[Redemption (xvi) – Bonus]

[Redemption (xvii) – Dual Currency Digital]

[Redemption (xviii) – Count Barrier Condition]

[Redemption (xix) – Accumulation]

[Redemption (xx) - Range Accrual]

[Redemption (xxi) –Twin Win with Knock-out Event capital protected]

[Redemption (xxii) – Twin Win with Knock-out Barriers capital at risk]

[Redemption (xxiii) – Knockout Standard]

[Redemption (xxiv) – Barrier and Knock-out]

[Redemption (xxv) – Dual Currency Barriers]

[Redemption (xxvi) – Dual Currency Barrier and Knock-out]

[Redemption (xxvii) – Dual Currency Accumulation]

32. Automatic Early Redemption: [Applicable][Not applicable] *(If applicable, specify one of the following)*

[ST Automatic Early Redemption][Target Automatic Early Redemption] (*always insert 'Target Automatic Early Redemption Event' in relation to Accumulated Coupon*)

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Automatic Early Redemption Event: [In respect of [any][all] Automatic Early Redemption Valuation Date[s] [from (i)=[*specify*] to (i)=[*specify*]] [for [each][the][relevant][any][all] Automatic Early Redemption Valuation Period[s] [from ([i])=[*specify*] to ([i])=[*specify*]] [,the] AER Value [for every Reference Item in the Basket] is: [greater than][greater than or equal to][less than][less than or equal to] the Automatic Early Redemption Trigger][within][outside] [the Automatic Early Redemption Range]

(*repeat as necessary*)

(ii) AER Value: [*insert relevant value definition and where applicable relevant definitions from Payout Condition 5.1 and 5.2*]

(iii) Automatic Early Redemption Amount: The Automatic Early Redemption Amount shall be determined in accordance with the following formula:

(*Insert relevant formula from payout annex*)

(iv) Automatic Early Redemption Trigger: [[*specify*][per cent.]][Not applicable][See table [above][below]][*Insert table*]

(v) Automatic Early Redemption Range: From and [including][excluding][specify range of values, percentages, level, or prices etc] to and [including][excluding] [specify range of values, percentages, level, or prices etc][Not applicable] [See table [above][below]]

(vi) AER Percentage: [*specify*] per cent.][Not applicable] [See table [above][below]]

(*insert where ST Automatic Early Redemption applies*)

(vii) Automatic Early Redemption Date(s): [*specify*][The date falling [*specify*] Business Days following [each][the] Automatic Early Redemption Valuation [Date][Period] in respect of which an Automatic Early Redemption Event has occurred] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]] [See table [above][below]]

(viii) AER Additional Rate: [AER Rate][*Insert relevant provisions from Payout Condition 5.1*][Not applicable]

[AER Rate DCF][*Insert relevant provisions from Conditions*]

<table>
<tr><td></td><td></td><td></td><td>[AER Rate MT][*Insert relevant provisions from Conditions*]</td></tr>
<tr><td></td><td></td><td></td><td>[See table [above][below]]</td></tr>
<tr><td>(ix)</td><td colspan="2">[(i)] Automatic Early Redemption Valuation Date(s):</td><td>[*specify*] [Each [*specify*] [Scheduled Trading Day] falling within the [relevant] Automatic Early Redemption Valuation Period] [See table [above][below]]</td></tr>
<tr><td></td><td></td><td></td><td>[subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the [Index][Equity][EFT] Linked Condition shall apply for the purposes of Valuation Date]</td></tr>
<tr><td></td><td></td><td></td><td>(*repeat as necessary*)</td></tr>
<tr><td>(x)</td><td colspan="2">[(ii) Automatic Early Redemption Valuation Period(s):]</td><td>[[from (i)=[*specify*] to [*specify*] [Each][The] period from [and including][but excluding][*specify*], to [and including][but excluding][*specify*] [See table [above][below]]</td></tr>
<tr><td></td><td></td><td></td><td>(*repeat as necessary*)</td></tr>
<tr><td>(xi)</td><td colspan="2">Automatic Early Redemption Valuation Time:</td><td>[*specify*][Scheduled Closing Time][Any time [on the relevant Automatic Early Redemption Valuation Date][during the Automatic Early Redemption Valuation Period][Not applicable]</td></tr>
<tr><td>(xii)</td><td colspan="2">Averaging:</td><td>[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]]</td></tr>
<tr><td></td><td></td><td></td><td>[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]</td></tr>
<tr><td></td><td></td><td></td><td>[subparagraph (iii)[(B) [1][2] of the definition of Modified Postponement as set out in the [Index][Equity][ETF] Linked Conditions shall apply for the purposes of Modified Postponement]</td></tr>
<tr><td></td><td></td><td></td><td>[[Specified Maximum Days of Disruption will be equal to: [*specify*][five]]</td></tr>
<tr><td></td><td></td><td></td><td>(*If not Specific Maximum Days of Disruption are stated, Specific Maximum Days of Disruption will be equal to five*)</td></tr>
<tr><td colspan="3">33. Issuer Call Option:</td><td>[Applicable][Not applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)</td></tr>
<tr><td>(i)</td><td colspan="2">Optional Redemption Date(s):</td><td>[*specify*] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]]</td></tr>
<tr><td>(ii)</td><td colspan="2">Optional Redemption Valuation Date(s):</td><td>[*specify*][Not applicable]</td></tr>
<tr><td>(iii)</td><td colspan="2">Optional Redemption Amount:</td><td>[[*specify*] per Calculation Amount]][In relation to each Note][its pro rata share of][*specify*] [The Optional Redemption Amount shall be determined in accordance with the following formula:</td></tr>
</table>

(*Insert relevant formula from Payout Annex*)]

(*Insert relevant Optional Redemption Amount in respect of each relevant Optional Redemption Date. These may be set out in a table or annexed to the Final Terms*)

(iv)	If redeemable in part:		
	(a)	Minimum Redemption Amount:	[*specify*][Not applicable]
	(b)	Higher Redemption Amount:	[*specify*][Not applicable]
(v)	Notice periods:		Minimum period: [*specify*]

Maximum period: [*specify*]

[Not applicable]

(*When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.*)

34. Noteholder Put Option: [Applicable][Not applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)

(i)	Optional Redemption Date(s):	[*specify*] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]]
(ii)	Optional Redemption Valuation Date(s):	[*specify*][Not applicable]
(iii)	Optional Redemption Amount(s):	[[*specify*] [per Calculation Amount][The Optional Redemption Amount shall be determined in accordance with the following formula:

(*Insert relevant formula from Payout Annex*)]

(iv)	Notice periods:	Minimum period: [*specify*][Not applicable]

Maximum period: [*specify*][Not applicable]

(*When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)

35. Early Redemption Amount: [[*specify*] per Calculation Amount][As set out in General Condition 6 (f)]

36. Index Linked Redemption: [Applicable][Not applicable]

		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	[Index][Basket of Indices]:	[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table below] [*Insert table*] [See paragraph 21(i) above]
		[For [k]=1][specify][*insert description and, if relevant, details of where investors can obtain information about the Index*][(see paragraph [specify])](*repeat as necessary*)
		[The (*specify Index*) is [not] a [Single-Exchange] [or] [Multi-Exchange Index] (*repeat as necessary*)]
		[Weighting: [Not applicable] [[*specify*] [Each such Weighting shall be subject to adjustment in accordance with the Index Linked Conditions]]
(ii)	[Exchange(s)][Pricing Source]: and Index Sponsor]:	(a) [the relevant [Exchange[s]][Pricing Source [s] [is][are]*specify*] [there are no relevant [Exchanges][Pricing Sources]][*specify*]; and
		(b) the relevant Index Sponsor is [*specify*]]
		[See table [above][below]] [See paragraph 21(ii) above]
		(*include Pricing Source if non Multi-Exchange/Single Exchange is selected above*).
(iii)	[Related Exchange][Related Pricing Source]:	[*specify*][All Exchanges][Not applicable] [See paragraph 21(iii) above]
		[*specify*][All Related Pricing Sources] [Not applicable] (*include Related Pricing Source if the Index is a non Single-Exchange or Multi-Exchange Index*).
(iv)	Screen Page:	[*specify*][Not applicable] [See table [above][below]] [See paragraph 21[(i)][(iv)] above]
(v)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*] [See table [above][below]] [See paragraph 21(v) above]
(vi)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]]
		[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
		[subparagraph (iii)][(B) [1][2] of the definition of Modified Postponement as set out in the Index Linked Conditions shall apply for the purposes of Modified Postponement]
(vii)	Redemption Valuation Date(s)/Period(s):	[*specify*][Not applicable] [See table [above] [below]] [subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the Index Linked Condition shall apply for the purposes of Valuation Date]
(viii)	Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Redemption

Valuation Period]] [[*specify*], being the time specified on the relevant [Redemption Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount] [As per the Index Linked Conditions]

(ix) [Observation Date(s)][Observation Period]:

[*specify*][Not applicable][See table [above] [below]]

[subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the Index Linked Condition shall apply for the purposes of Valuation Date]

(x) [Exchange Business Day][Index Business Day]:

[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]

(*include Index Business Day if non Multi-Exchange/Single Exchange is selected above*).

(xi) Scheduled Trading Day:

[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]

(*must match election made for Exchange Business Day/ Index Business Day*)

(xii) Index Correction Period:

[As set out in Index Linked Condition 7][*specify*]

(xiii) Specified Maximum Days of Disruption:

[*specify*][eight][Scheduled Trading Days][Not applicable]

(xiv) Additional Disruption Events:

[Not applicable][As per the Index Linked Conditions][The following Additional Disruption Events apply to the Notes:]

(*Specify each of the following which applies*)

[Hedging Disruption]

[Increased Cost of Hedging]

[Increased Cost of Component Borrow]

[Loss of Component Borrow]

[Change in Law: Not applicable]

[[The Maximum Component Loan Rate in respect of [*specify*]] is [*specify*]] (*only applicable if Loss of Component Borrow is applicable*)]

[[The Initial Component Loan rate in respect of [*specify*] is [*specify*].(*N.B. only applicable if Increased Cost is Component Borrow is applicable*)]

37. Equity Linked Redemption:

[Applicable][Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i)	[Share(s)][Share Company][Basket of Shares][Basket Company]:	[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above] [below]] [*Insert table*]]
		[For [k]=1][specify][*insert description*][(see paragraph [specify])](*repeat as necessary*)
		[Weighting: [Not applicable] [*specify*] [Each such Weighting shall be subject to adjustment in accordance with the Equity Linked Conditions]] [see paragraph 22(i) above]
(ii)	Share Currency:	[*specify*] [See table [above] [below]] [see paragraph 22[(i)][(ii)] above]
(iii)	ISIN of Share(s):	[*specify*] [See table [above] [below]] [see paragraph 22[(i)][(iii)] above]
(iv)	Screen Page:	[*specify*] [See table [above] [below]] [see paragraph 22[(i)][(iv)] above]
(v)	Exchange:	[*specify*] [See table [above] [below]] [see paragraph 22[(i)][(v)] above]
(vi)	Related Exchange(s):	[*specify*][All Exchanges][Not applicable] [see paragraph 22(vi) above]
(vii)	Depositary Receipt provisions:	[Applicable][Not applicable] [For Reference Item k=[*specify*][and k=[*specify*] [See paragraph 22(vii) above]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a) Details of share:	[*specify name and ISIN code of the share to which the relevant Depository Receipts relate*]
	(b) Share Exchange:	[*specify*]
(viii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*][See table [above][below]] [see paragraph 22(viii) above]
(ix)	Averaging:	[Not applicable][Averaging applies to the Notes.][The Averaging Dates are [*specify*].][See paragraph [*specify*] above][See table [above][below]]
		[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
		[subparagraph (iii)][(B) [1][2] of the definition of Modified Postponement as set out in the Equity Linked Conditions shall apply for the purposes of Modified Postponement]
(x)	Redemption Valuation Date(s)/Period(s):	[*specify*][Not applicable][See table [above][below]] [subparagraph ii (A)(B) of the definition of Valuation Date as set out in the Equity Linked Conditions shall apply for the purposes of Valuation Date]

(xi)	Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Redemption Valuation Period]] [[*specify*], being the time specified on the relevant [Redemption Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount]
(xii)	[Observation Date(s)][Observation Period]:	[*specify*][Not applicable][See table [above][below]] [subparagraph (ii) (A)(B) of the definition of Valuation Date as set out in the Equity Linked Conditions shall apply for the purposes of Valuation Date]]
(xiii)	Exchange Business Day:	[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]
(xiv)	Scheduled Trading Day:	[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]
(xv)	Share Correction Period:	[As set out in Equity Linked Condition 8][*specify*]
(xvi)	Specified Maximum Days of Disruption:	[*specify*][eight][Scheduled Trading Days][Not applicable]
(xvii)	Extraordinary Events:	[Not applicable][As per the Equity Linked Conditions][In addition to De-Listing, Insolvency, Merger Event and Nationalisation, the following Extraordinary Events apply to the Notes]: [Listing Change] [Listing Suspension] [Illiquidity] [Tender Offer: Not applicable]
(xviii)	Additional Disruption Events:	[Not applicable][As per the Equity Linked Conditions][The following Additional Disruption Events apply to the Notes]: (*Specify each of the following which applies*) [Hedging Disruption] [Insolvency Filing] [Increased Cost of Hedging] [Increased Cost of Stock Borrow] [Loss of Stock Borrow] [Stop-Loss Event] [Stop-Loss Event Percentage: [*specify*] per cent.] [Change in Law: Not applicable] [Failure to Deliver: Not applicable]

[The Maximum Stock Loan Rate in respect of [*specify* in relation to each relevant Share] is [*specify*]] (*Only applicable if Loss of Stock Borrow is applicable*)

[The Initial Stock Loan rate in respect of [*specify* in relation to each relevant Share] is [*specify*]](*Only applicable if Increased Cost of Stock Borrow is applicable*)

38. ETF Linked Redemption: [Applicable][Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

    (i)   [ETF(s)]/[ETF Basket]:   [The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above][below]] [*Insert table*]

[For [k]=1][specify][*insert description*][(see paragraph [specify])](*repeat as necessary*)

[Weighting: [Not applicable] [[*specify*] [Each such Weighting shall be subject to adjustment in accordance with the ETF Linked Conditions]]

    (ii)   ETF Share Currency: [*specify*] [See table [above][below]]

    (iii)   ISIN of ETF Share(s):   [*specify*]

    (iv)   Screen Page: [*specify*]

    (v)   Exchange(s):   [s*pecify*] [See table [above][below]] [Not applicable][see paragraph 23[(i)][(v)] above]

    (vi)   Related Exchange(s):   [s*pecify*][All Exchanges][Not applicable][see paragraph 23(vi) above]

    (vii)   [Strike Date] [Strike Period and Strike Days]:   [*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*][See table [above][below][see paragraph 23(vii) above]

    (viii)   Averaging: [Not applicable][Averaging [applies] to the Notes. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]]

[In the event that an Averaging Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply]

[subparagraph (iii)[(B) [1][2] of the definition of Modified Postponement as set out in the ETF Linked Conditions shall apply for the purposes of Modified Postponement]

    (ix)   Redemption Valuation Date(s)/ Period(s):   [*specify*][Not applicable][See table [above][below]] [subparagraph (ii) (A)(B) of the definition of Valuation Date in the ETF Linked Conditions shall apply for the purposes of Valuation Date]

    (x)   Valuation Time: [Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Observation Period]] [[specify], being the time specified on the relevant [Redemption Valuation Date] or an Averaging

Date, as the case may be, for the calculation of the [Redemption Amount][As per ETF Linked Condition 6][Not applicable]

(*If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time*)

(xi)	[Observation Date(s)][Observation Period]:	[*specify*][Not applicable][see table above][below]]
		[subparagraph (ii) (A)(B) of the definition of Valuation Date in the ETF Linked Condition shall apply for the purposes of Valuation Date]
(xii)	Exchange Business Day:	[(All ETF Shares Basis)] [(Per ETF Share Basis)] [(Single ETF Share Basis)] [(Cross Asset Basis)]] [Not applicable]
(xiii)	Scheduled Trading Day:	[[(All ETF Shares Basis)] [(Per ETF Share Basis)] [(Single ETF Share Basis)] [(Cross Asset Basis)]] [Not applicable]
(xiv)	ETF Share Correction Period:	[As set out in ETF Linked Condition 6][*specify*]
(xv)	Specified Maximum Days of Disruption:	[*specify*][eight][Scheduled Trading Days][Not applicable]
(xvi)	Extraordinary ETF Events:	[As set out in ETF Linked Condition 2(b)] [*specify*]
(xvii)	Additional Extraordinary ETF Events:	[Not applicable][As per the ETF Linked Conditions][The following Additional Disruption Events apply to the Notes]:

(*Specify each of the following which applies*)

[Hedging Disruption]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Insolvency Filing]

[Stop-Loss Event]

[Stop-Loss Event Percentage: [*specify*] per cent.]

[Failure to Deliver: Not applicable]

[Change in Law: Not applicable]

[The Maximum Stock Loan Rate in respect of [*specify* in relation to each relevant ETF Share] is [*specify*]] (*Only applicable if Loss of Stock Borrow is applicable*)

[The Initial Stock Loan rate in respect of [*specify* in relation to each relevant ETF Share] is [*specify*]](*Only applicable if Increased Cost of Stock Borrow is applicable*)

[Tender Offer: Not applicable]

39. Fund Linked Redemption: [Applicable][Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

    (i)   Fund(s)/Fund Basket: [The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above][below]] [*Insert table*]

[For [k]=1][specify][*insert description*][(see paragraph [specify])](*repeat as necessary*)

[The NAV per Fund Share will be published on [*specify*]]

[Weighting: [[Not applicable]] [[*specify*]] [Each such Weighting shall be subject to adjustment in accordance with the Fund Linked Conditions]]

    (ii)   Fund Shares: [*specify*] [See table [above][below]] [see paragraph 24(ii)][a unit of the relevant Fund]

    (iii)   Averaging: [Not applicable][Averaging [applies] to the Notes. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]

[In the event that an Averaging Date is a [Fund Non-Valuation Date][Omission][Postponement][Modified Postponement] will apply]

    (iv)   [Observation Date(s)][Observation Period]: [*specify*][Not applicable][see table above][below]]

    (v)   Redemption Valuation Date(s)/ Period(s): [*specify*][Not applicable][See table [above][below]]

    (vi)   Fund Business Day: [*specify*][(All Fund Share Basis)][(Per Fund Share Basis)][(Single Fund Share Basis)] [As per the Fund Linked Conditions]

    (vii)   Initial Calculation Dates:

        (a)   Initial Calculation Date: [*specify*][Not applicable]

        (b)   Initial Calculation Period: [*specify*][Not applicable]

        (c)   Initial Calculation Days: [*specify*][Not applicable]

    (viii)   Final Calculation Date: [*specify*][Not applicable]

    (ix)   Calculation Date(s): [*specify*][Not applicable]

    (x)   Extraordinary Events: [As set out in Fund Linked Condition 1] [*specify*]

        (a)   NAV Barrier: [*specify*][Not applicable]

        (b)   NAV Trigger Percentage: [*specify*][As per the Fund Linked Condition 6][*specify*][Not applicable]

        (c)   NAV Trigger Period: [As per the Fund Linked Conditions][*specify*]

	(d)	Basket Trigger Level:	[*specify*][As set out in Fund Linked Condition 6] [Not applicable]
	(e)	Number of NAV Publication Days:	[*specify*] [As set out in Fund Linked Condition 6][Not applicable]
(xi)		Additional Extraordinary Fund Events:	[Not applicable][As per the Fund Linked Conditions][The following Additional Extraordinary Fund Events apply to the Notes]:

(*Specify each of the following which applies*)

[Hedging Disruption]

[Increased Cost of Hedging]

[Failure to Deliver: Not applicable]

[Change in Law: Not applicable]

(xii)		Delayed Payment Cut-off Date:	[As set out in Fund Linked Condition 3][*specify*][Not applicable]

40. Inflation Linked Redemption: [Applicable][Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i)	[Index][Indices]:	[*specify*] [Reference Item[s][(k)]]
(ii)	Screen page/Exchange/CODE:	[*specify*]
(iii)	Index Sponsor:	[*specify*]
(iv)	Cut-Off Date:	[As per the Inflation Linked Conditions][s*pecify*]
(v)	Related Bond:	[*specify*][Fallback Bond][Not applicable]
(vi)	Fallback Bond:	[Applicable][Not applicable]
(vii)	Related Bond Redemption Event:	[As set out in Inflation Linked Condition 4][*specify*]
(viii)	Reference Month:	[*specify*][Not applicable]
(ix)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*]
(x)	Determination Date(s):	[*specify*]
(xi)	Additional Redemption Event:	[Not applicable][As per the Inflation Linked Conditions][The following Additional Disruption Events apply to the Notes:

(*Specify each of the following which applies*)

[Hedging Disruption]

[Increased Cost of Hedging]

41. Credit Linked Interest/Redemption: [Applicable:

(a) Credit Linked Interest: [Applicable][Not applicable] [in respect of [Long Exposure][and][Short Exposure]]

(*Specify not applicable for Credit Linked Notes which are Zero Coupon Credit Linked Notes or if Interest Amount is not subject to Credit provisions and repeat as necessary for Long/Short Credit Linked Notes*)

(*If Credit Linked Interest is specified as applicable for Single Reference Entity Credit Linked Notes, First-to-Default Credit Linked Notes, Nth-to-Default Credit Linked Notes or Long/Short Credit Linked Notes (in respect of which the Long Exposure and/or Short Exposure is a Single Reference Entity Exposure, First-to-Default Exposure or Nth-to-Default Exposure):*)

[Accrual of Interest up to Credit Event: [Applicable][Not applicable]]

(b) Credit Linked Redemption: [Applicable][Not applicable] [in respect of [Long Exposure][and][Short Exposure]]]

(*Specify not applicable for Credit Linked Notes if redemption is not subject to Credit provisions*)

[Not applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i)	Type of Credit Linked Notes:	The Notes are [Single Reference Entity][First-to-Default] [Nth-to-Default] Credit Linked Notes [and the Relevant Number is [*specify*] (*for Nth-to-Default Credit Linked Notes*)] [Non-Tranched Linear Basket Credit Linked Notes where Credit Payment [on Maturity] [As You Go] applies] [Tranched Linear Basket Credit Linked Notes] [Non-Tranched Index Credit Linked Notes – [iTraxx] [CDX] [where Credit Payment [on Maturity] [As You Go] applies]] [Tranched Index Credit Linked Notes – [iTraxx] [CDX]] [Basket Tranched Index Credit Linked Notes][Long/Short Credit Linked Notes]

(a) [Credit Event Amount: [*specify amount*] (*only use for Linear Basket Credit Linked Notes or Index Credit Linked Notes to which Credit Payment As You Go applies*)[As set out in the Credit Linked Conditions]]

(b) [Credit Event Payment Date: [[*specify*] (*if other than three*) Business Days] [As set out in the Credit Linked Conditions]] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]

((*a*) *and* (*b*) *are only applicable for Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment As You Go applies, otherwise delete* (*a*) *and* (*b*))

(c) [Credit Observation End Date [in respect of Long Exposure and Short Exposure]

[in respect of Basket Tranched Index Component k=[ ]]: [*specify if different from Scheduled Maturity Date*]] *(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately or repeat as necessary for Basket Tranched Index Credit Linked Notes)*

(d)   [In respect of [Long Exposure][and][Short Exposure]][in respect of Basket Tranched Index Component k=[ ]:] Index Annex: [Markit iTraxx® Europe [*index name*] Series [*specify*] Version [*specify*]] / [Markit CDX.NA.[IG/HY].[ ] [*specify sector, if any*] [*specify series, if any*] [*specify version, if any*]

(Delete this paragraph if the Notes are not Index Credit Linked Notes or if the Notes are Long/Short Credit Linked Notes and the Long Exposure and the Short Exposure do not reference an Index or repeat as necessary for Basket Tranched Index Credit Linked Notes or Long/Short Credit Linked Notes)

(e)   [In respect of [Long Exposure][and][Short Exposure]][in respect of Basket Tranched Index Component k=[ ]:] Annex Date: [s*pecify*]

(Delete this paragraph if the Notes are not Index Credit Linked Notes or if the Notes are Long/Short Credit Linked Notes and the Long Exposure and the Short Exposure do not reference an Index or repeat as necessary for Basket Tranched Index Credit Linked Notes or Long/Short Credit Linked Notes)

(f)   [Credit Event Backstop Date [in respect of Long Exposure and Short Exposure] [in respect of Basket Tranched Index Component k=[]:]: The later to occur of (A) the Trade Date and (B) the Credit Event Backstop Date as determined pursuant to Credit Linked Condition 13 and subparagraph (a) or (b) of the definition of "Credit Event Backstop Date", as applicable.] *(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately or repeat as necessary for Basket Tranched Index Credit Linked Notes)*

(ii)   Credit Event Redemption Amount: [In respect of [Long Exposure][and][Short Exposure]:] [As set out in Credit Linked Condition 13]

[*specify amount*] *(only use for zero/set recovery that are not Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes)* [Not applicable] *(specify in case of physically settled Notes or if Credit Linked Redemption is not applicable)*

(iii)   Protected Amount: [In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] *(Specify not applicable if Credit Linked Redemption is not applicable)*

[*specify amount if applicable (Express as a percentage of the aggregate outstanding nominal amount)*]

(*NB The Protected Amount may be applicable in case of Single Reference Entity Credit Linked Notes, First-to Default Credit Linked Notes, Nth-to Default Credit Linked Notes, Linear Basket Credit Linked Notes Index Credit Linked Notes and Long/Short Credit Linked Notes where only part of the Nominal Amount is exposed to the relevant Reference Entity/es*)

(iv)	Unwind Costs:	[In respect of [Long Exposure][and][Short Exposure]:] [Applicable: [*specify*]][Standard Unwind Costs][Not applicable] *(Specify not applicable if Credit Linked Redemption is not applicable)*
(v)	Credit Multiplier:	[In respect of [Long Exposure][and][Short Exposure]:] [Not applicable] [*specify* (*insert only if Credit Multiplier is not 1*)](*Repeat as necessary where different figures apply for interest or redemption purposes and/or where it may change in respect of different dates*)
(vi)	[(a)] Credit Event Redemption Date:	[Credit Linked Condition 13 applies][(*specify if other than three*) Business Days] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]] (*Delete this line item for Physically Settled Notes or if Credit linked Redemption is not applicable*) (*Apply for Long /Short Credit Linked Notes*)
	[(b)] Maturity Credit Redemption:	[Applicable][Not applicable]] (*Delete this line item (b) for Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes or if Credit Linked Redemption is not applicable*)]
(vii)	Settlement Method: [(see further item(s) [(xxxi)] [to] [(lvii)] below)]	[In respect of [Long Exposure][and][Short Exposure]:] [Auction Settlement][Cash Settlement][Physical Delivery]

[Not applicable]: [Zero/Set Recovery Notes] [Tranched Linear Basket Credit Linked Notes] [Tranched Index Credit Linked Notes where Zero Recovery is applicable] [Basket Tranched Index Credit Linked Notes where Zero Recovery is applicable] [in respect of the Long Exposure and Short Exposure or where Long Short Exposure and Short Exposure comprise a Tranched Linear Basket Exposure] [Not applicable] (*specify not applicable if Credit Linked Redemption is not applicable*) (*For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately*) |
| (viii) | Calculation Agent City: | [In respect of [Long Exposure][and][Short Exposure]:] [*specify*][As per the Physical Settlement Matrix] *(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)* |
| (ix) | [Business Day Convention: | [Following][Modified Following][Preceding] Business Day Convention (*Insert only where no Business Day* |

Convention has been specified already for the Notes, otherwise delete.)]

(x)	Reference Entity(ies):	[Long Exposure:] [*specify*] [[Short Exposure: [*specify*]] [*these may be set out in the form of a table as by reference to a credit derivatives index setting out the applicable names (in which circumstances, include the following text and any details of the date/version of the referenced credit derivatives index: "Each Reference Entity comprising the [specify name of index] on the [Issue/Trade Date]. No adjustments to the terms of the Notes shall be made to reflect subsequent versions or reconstitutions of the [specify name of index].". All relevant items below should be completed in respect of each Reference Entity (repeating items where necessary) which may also be done by including the Reference Entities and such items in a table] [For Index Credit Linked Notes or, in the case of Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references an Index*: As defined in Credit Linked Condition 13] [and the relevant "Reference Entity Weighting" shall be [*specify*] in respect of each Reference Entity].(*insert only where it is necessary to change the weighting specified by the relevant Index*)]

(xi)	Physical Settlement Matrix:	[Applicable [in respect of Long Exposure and Short Exposure], [for which purpose the Date of the Physical Settlement Matrix is [*specify*]]][Not applicable] [in respect of Long Exposure and Short Exposure]] (*if Applicable, specify in relation to each Reference Entity its Transaction Type*) [in respect of Long Exposure and Short Exposure] *(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)*

(xii)	Transaction Type:	[Not applicable]

[Long Exposure:] [*specify*] [[Short Exposure: [specify] subject to adjustment as provided in the definition of Successor, as applicable.] (*insert in relation to each Reference Entity if item (xiii) applies. (e.g.: 'European Corporate'.))*

(*For Basket Tranched Index Credit Linked Notes insert the following for each Index and repeat as necessary*) [In respect of Basket Tranched Index Component k= [ ]]

(*For iTraxx Index Credit Linked Notes or for Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references the iTraxx Index*) [As specified opposite the relevant Reference Entity in the Index Annex [for the [Long Exposure][and][Short Exposure], subject to adjustment as provided in the definition of Successor, as applicable.]

(*For CDX Index Credit Linked Notes or for Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references the CDX Index*) [[*specify*] in respect of each Reference Entity [for the [Long Exposure][and][Short Exposure], unless another Transaction Type is specified in the Index Annex, in which case the Transaction Type will be as specified opposite the relevant Reference Entity in the Index Annex,

subject to adjustment as provided in definition of "Successor", as applicable.]

(xiii) Reference Entity Notional Amount:

[*specify in respect of each Reference Entity*]][Not applicable] [*For Index Credit Linked Notes and/or where a Credit Multiplier applies*: As defined in Credit Linked Condition 13] (*For Non-Tranched Index Credit Linked Notes and Non-Tranched Linear Basket Credit Linked Notes which are Instalment Notes, then please specify that the RENA will be equal to:*) [Means in respect of each Reference Entity, (i) the product of the aggregate outstanding nominal amount and the Credit Multiplier (if any) multiplied by (ii) the Reference Entity Weighting for such Reference Entity multiplied by (iii) one divided by the aggregate of the Reference Entity Weightings for all Reference Entities, subject to the provisions of the definition of "Successor".]

[*For Long/Short Credit Linked Notes*: Long Exposure: [*specify in respect of each Reference Entity*][Not applicable][*For a Long Exposure that references an Index*: as defined in Credit Linked Condition 13]

[Short Exposure: [*specify in respect of each Reference Entity*][Not applicable][*For a Short Exposure that references an Index:* as defined in Credit Linked Condition 13]

(xiv) Reference Obligation(s):

(Where either (a) Standard Reference Obligation is not applicable or (b) Standard Reference Obligation is applicable but there is no Standard Reference Obligation when the Final Terms are signed, insert one of the following:) (For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure does not reference an Index insert the following in respect of the Long Exposure and/or Short Exposure as the case may be. Repeat if neither Long Exposure nor Short Exposure references an Index.)

[In respect of [Long Exposure][and][Short Exposure]:]

[*If no initial Reference Obligation is to be specified, insert:* Initially none, subject to the Calculation Agent's ability to select and/or replace the Reference Obligation from time to time in accordance with Credit Linked Condition 13.]

OR

[*If the initial Reference Obligation is to be specified:* Initially the [*insert if the guarantee is the Reference Obligation:* guarantee of the] [*select:* [bond][loan][*other obligation*]] specified below, subject to the Calculation Agent's ability to select and/or replace the Reference Obligation from time to time in accordance with Credit Linked Condition 13:

(a) Primary Obligor: [*specify*]
(b) Guarantor: [*specify*]
(c) Maturity: [*specify*]
(d) Coupon: [*specify*]
(e) CUSIP/ISIN: [*specify*].]

Standard Reference Obligation: [Applicable][Not applicable]

Seniority Level: [Senior Level][Subordinated Level][As set out in Credit Linked Condition 13]]

(Where Standard Reference Obligation is applicable and there is a Standard Reference Obligation when the Final Terms are signed, insert:)

[Standard Reference Obligation: Applicable

Seniority Level: [Senior Level][Subordinated Level][As set out in Credit Linked Condition 13]

The Calculation Agent has the ability to select and/or replace the Reference Obligation from time to time in accordance with Credit Linked Condition 13.]

[*For Index Credit Linked Notes or Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references an Index, insert:*[Long Exposure]: As set out in Credit Linked Condition 13.] [Short Exposure: As set out in Credit Linked Condition 13.]

(xv)	All Guarantees:	[In respect of [Long Exposure][and][Short Exposure]:] [As per the Physical Settlement Matrix][Applicable][Not applicable]

[In respect of [Long Exposure][and][Short Exposure]:] [Provisions relating to Qualifying Guarantee and Underlying Obligation: Credit Linked Condition 17 [Applicable][Not applicable]]*(delete if Physical Settlement Matrix applies)*

(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)

(xvi)	Credit Events:	[In respect of [Long Exposure][and][Short Exposure]:] [As per the Physical Settlement Matrix] (*delete remainder if Physical Settlement Matrix applies*)

[In respect of [Long Exposure][and][Short Exposure]:]

[Bankruptcy]

[Failure to Pay]

[Grace Period Extension] [Applicable][Not applicable]

[If applicable: Grace Period: [*specify*]]

[Obligation Default]

[Obligation Acceleration]

[Repudiation/Moratorium]

[Restructuring]

[Provisions relating to Restructuring Credit Event: Credit Linked Condition 14: [Not applicable] (*only include where the intention is to disapply Credit Linked Condition 14, otherwise delete line item*)

[Provisions relating to Multiple Holder Obligation: Credit Linked Condition 15: [Applicable][Not applicable]]

[Restructuring Maturity Limitation and Fully Transferable Obligation: [Applicable][Not applicable]]

[Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation: [Applicable][Not applicable]]

[Governmental Intervention]

(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)

	(a)	Default Requirement:	[In respect of [Long Exposure][and][Short Exposure]:] [*specify*] [As set out in Credit Linked Condition 13] *(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)*
	(b)	Payment Requirement:	[In respect of [Long Exposure][and][Short Exposure]:] [*specify*] [As set out in Credit Linked Condition 13] *(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)*
(xvii)		Credit Event Determination Date:	[In respect of [Long Exposure][and][Short Exposure]:] Notice of Publicly Available Information: [Applicable][Not applicable] [If Applicable: Public Source(s): [*specify*] Specified Number: [*specify*]] *(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)*
(xviii)		Obligation(s):	[In respect of [Long Exposure][and][Short Exposure]:]
	(a)	Obligation Category:	[In respect of [Long Exposure][and][Short Exposure]:][As per the Physical Settlement Matrix][Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan] *(select one only)*
	(b)	Obligation Characteristics:	[In respect of [Long Exposure][and][Short Exposure]:] [As per the Physical Settlement Matrix][Not Subordinated] [Specified Currency: [*specify currency*/Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency: [*specify currency*]] [Not Domestic Law] [Listed] [Not Domestic Issuance]

		(*select all of which apply*) (*For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately*)
(xix)	Additional Obligation(s):	[In respect of [Long Exposure][and][Short Exposure]:] [*specify*][Not applicable]
(xx)	Excluded Obligation(s):	[In respect of [Long Exposure][and][Short Exposure]:] [*specify*][Not applicable]
(xxi)	Domestic Currency:	[In respect of Long Exposure and Short Exposure:] [As set out in the Credit Linked Conditions][Not applicable][*specify*] (*For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately*)
(xxii)	Merger Event:	Credit Linked Condition 12: [Applicable][Not applicable] (*For Long/Short Credit Linked Notes, same must apply to both*) [*If applicable*: [Merger Event Redemption Date:[*specify*]] [Merger Event Redemption Amount: [*specify*]]
(xxiii)	Provisions relating to Monoline Insurer Reference Entities:	[In respect of [Long Exposure][and][Short Exposure]:] [Credit Linked Condition 16: [Applicable][Not applicable]][Credit Linked Condition 20 is Applicable] (*For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately*)
(xxiv)	Provisions relating to LPN Reference Entities:	[In respect of [Long Exposure][and][Short Exposure]:] [Credit Linked Condition 18: [Applicable][Not applicable]][Credit Linked Condition 20 is Applicable] (*For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately*)
(xxv)	Redemption on failure to identify a Substitute Reference Obligation:	[In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] (*For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately*)
(xxvi)	Subordinated European Insurance Terms:	[In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] [Credit Linked Condition 20 is Applicable] (*For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately*)
(xxvii)	Financial Reference Entity Terms:	[In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] [Credit Linked Condition 20 is Applicable] (*For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately*)
(xxviii)	Additional Provisions:	[The [*specify additional provisions*] are applicable and for such purposes Credit Linked Condition 20 shall apply][Not applicable]

Terms relating to Cash Settlement

[Applicable][Not applicable]

(delete section and renumber if not applicable as Settlement Method or Fallback Settlement Method) (For Long/Short Credit Linked Notes repeat as necessary if different)

[[Long][Short] Exposure:]

(xxix)	Valuation Date:	[Single Valuation Date: [As per Credit Linked Condition 13]
		[Multiple Valuation Dates: [*specify*] Business Days; and each [*specify*] Business Days thereafter; Number of Valuation Dates: [*specify*]]
(xxx)	Valuation Time:	[As per Credit Linked Condition 13]
(xxxi)	Indicative Quotations:	[Applicable][Not applicable]
(xxxii)	Quotation Method:	[Bid][Offer][Mid-market][As per Credit Linked Condition 13]
(xxxiii)	Quotation Amount:	[*specify*][Representative Amount][Credit Linked Conditions apply]
(xxxiv)	Minimum Quotation Amount:	[*specify*] [As set out in Credit Linked Condition 13] [*specify*]
(xxxv)	Quotation Dealers:	[Six active dealers (other than one of the parties or any Affiliate of the parties) in obligations of the type of the Obligation for which Quotations are to be obtained as selected by the Calculation Agent]
(xxxvi)	Quotations:	[Include Accrued Interest][Exclude Accrued Interest]
(xxxvii)	Valuation Method:	[Market][Highest]
		[Average Market/Highest][Average Highest]
		[Blended Market][Blended Highest]
		[Average Blended Market][Average Blended Highest]
		[As set out in Credit Linked Condition 13]

Additional terms relating to Auction Settlement

(delete section and renumber if not applicable as Settlement Method or Fallback Method) (For Long/Short Credit Linked Notes repeat as necessary if different)

[[Long][Short] Exposure:]

(xxxviii)	Fallback Settlement Method:	[Cash Settlement][Physical Delivery]
(xxxix)	Successor Backstop Date subject to adjustment in accordance with Business Day Convention:	[Yes][No]

(xl)		Limitation Dates subject to adjustment in accordance with Business Day Convention:	[Yes][No]

Terms relating to Physical Delivery

(delete section and renumber if not applicable as Settlement Method or Fallback Settlement Method but note may be needed for Auction elections in which case do not delete)

(xli)		Physical Settlement Period:	[[*specify*] Business Days][Not applicable][As per Physical Settlement Matrix]
(xlii)		Accrued Interest on Entitlement:	[Include Accrued Interest][Exclude Accrued Interest][Not applicable]
(xliii)		Settlement Currency:	[*specify*][Not applicable]
(xliv)		Deliverable Obligations:	
	(a)	Deliverable Obligation Category:	[Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan][As per the Physical Settlement Matrix][Not applicable] (*select one only*)
	(b)	Deliverable Obligation Characteristics:	[Not Subordinated][Specified Currency: [*specify currency*/Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency: [*specify currency*]] [Not Domestic Law] [Not Domestic Issuance] [Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Transferable] [Listed] [*specify*]] [Maximum Maturity: [s*pecify*] years] [Accelerated or Matured] [Not Bearer][As per the Physical Settlement Matrix] [Not applicable]
(xlv)		Asset Package Delivery:	[Applicable][Not applicable] [As per Physical Settlement Matrix]
(xlvi)		Additional Deliverable Obligation(s):	[*specify*] [Not applicable]
	(a)	Excluded Deliverable Obligation(s):	[*specify*] [Not applicable]
	(b)	Indicative Quotations:	[Applicable][Not applicable]
	(c)	Delivery provisions for Entitlement if different from General Conditions and Credit Linked Conditions:	[*specify*] [Not applicable]
(xlvii)		Restructuring Maturity Limitation and Fully Transferable Obligation Applicable:	[Applicable][Not applicable]
(xlviii)		Modified Restructuring Limitation and Conditionality Transferable Obligation Applicable:	[Applicable][Not applicable]

(xlix)	Reference Obligation Only Termination Amount:	[*specify*][Not applicable]
		(*To be specified for the purposes of Credit Linked Condition 21 for Reference Obligation Only Notes relating to a single Reference Entity issued pursuant to Annex 8.*)
(l)	Qualifying Participation Seller:	[insert] [Not applicable]

Terms relating to Zero/Set Recovery Notes

(*delete section and renumber if not applicable*)

[[Long][Short] Exposure:]

(li)	Set/Zero Recovery Price:	[*Insert percentage in relation to each Reference Entity, which may be zero*]

[Terms relating to Tranched Linear Basket Credit Linked Notes] [Terms related to Tranched Linear Basket Exposure]

(*delete section and renumber if not applicable*)

[[Long][Short] Exposure:]

(lii)	H:	[*Insert number of Reference Entities that are equal to the higher tranche level*]
(liii)	L:	[*Insert number of Reference Entities that are equal to the lower tranche level*]

(*For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references a Tranched Linear Basket Exposure, repeat as necessary*)

[Terms relating to Tranched Index Credit Linked Notes [Terms related to Tranched Index Exposure]:

(*delete section and renumber if not applicable*)

[[Long][Short] Exposure:]

(liv)	Attachment Point:	[*specify*]
(lv)	Exhaustion Point:	[*specify*]
(lvi)	Determination of Aggregate Loss Percentage:	[Zero Recovery][FP Recovery]

(*For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references a Tranched Index Exposure, repeat as necessary*)

*[Terms relating to Basket Tranched Index Credit Linked Notes] [Terms related to Basket Tranched Index Exposure]***:**

(Repeat in respect of each Basket Tranched Index Component or use Basket Tranched Index Component Numbering as appropriate)

(delete section and renumber if not applicable)

[[Long][Short] Exposure:]

(lvii)	Basket Tranched Index Components:	The following Basket Tranched Index Component(s) [(k)] (from [k] = 1 to [[k]=[*specify*]]) will apply:
		For [k]=1] Index:[*specify*]
		For [k]=[*specify*] Index:[*specify*]
		(*repeat as necessary*)
		(See paragraphs 41(i)(d) and (e) above)
(lviii)	Attachment Point:	For Basket Tranched Index Component [k]=1:[*specify*]
		For Basket Tranched Index Component [k]=[*specify*]: [*specify*]
(lvix)	Exhaustion Point:	For Basket Tranched Index Component [k]=1:[*specify*]
		For Basket Tranched Index Component [k]=[*specify*]: [*specify*]
(lx)	Component Weighting:	For Basket Tranched Index Component [k]=1:[*specify*]
		For Basket Tranched Index Component [k]=[*specify*]: [*specify*]
(lxi)	Determination of Aggregate Loss Percentage:	For Basket Tranched Index Component [k]=[ ][Zero Recovery][FP Recovery]

(For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references a Basket Tranched Index Exposure, repeat as necessary)

Terms relating to Long/Short Credit Linked Notes:

(lxii)	Long Exposure:	[*specify*] [Single Reference Entity Exposure] [First-to-Default Exposure] [Nth-to-Default Exposure] [Non-Tranched Linear Basket Exposure] [Non-Tranched Index Exposure] [Tranched Linear Basket Exposure] [Tranched Index Exposure] or [Basket Tranched Index Exposure]
(lxiii)	Short Exposure:	[*specify*] [Single Reference Entity Exposure] [First-to-Default Exposure] [Nth-to-Default Exposure] [Non-Tranched Linear Basket Exposure] [Non-Tranched Index Exposure] [Tranched Linear Basket Exposure] [Tranched Index Exposure] or [Basket Tranched Index Exposure]
(lxiv)	Long Nominal Exposure Percentage:	[*specify*]

(lxv)	Short Nominal Exposure Percentage	[*specify*]
(lxvi)	LLM:	[*specify*] [Not applicable]
(lxvii)	SLM:	[*specify*] [Not applicable]
(lxviii)	[Determination of Aggregate Loss Percentage:]	[[Zero Recovery][FP Recovery]] *(Delete if Long Exposure or Short Exposure is neither Tranched Index Exposure nor Basket Tranched Index Exposure)*

42. Foreign Exchange (FX) Rate Linked Redemption:

[Applicable][Not applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(*In respect of Credit Linked Notes*) [, subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

(i)	Base Currency:	[*specify*][Not applicable][For Reference Item[(k)]: [*insert*]]
(ii)	Subject Currency/Currencies:	[*specify*][Not applicable][For Reference Item[(k)]: [*insert*]] [and EM Foreign Exchange Rate Provisions apply to such Subject Currency]
(iii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*]
(iv)	Averaging:	[Not applicable][Averaging [applies] to the Notes. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][see table below]
(v)	[Redemption Valuation Date(s)][Redemption Valuation Period(s)]:	[*specify*][Not applicable]
(vi)	[Observation Date(s)][Observation Period]:	[*specify*][Not applicable][See table above]
(vii)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions do not apply to a Settlement Currency:	[Applicable [in respect of[*specify Subject Currencies to which these provisions apply where there is a Basket*]]][Not applicable] (*Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency*)
	(a) Relevant Screen Page:	[*specify*][Not applicable]
	(b) Price Source:	[*specify*]
	(c) Valuation Time:	[*specify*]
	(d) Disruption Events:	[Price Source Disruption] [Illiquidity Disruption] [Dual Exchange Rate]

[General Inconvertibility]

[General Non-Transferability]

[Material Change in Circumstance]

[Nationalisation]

Not applicable]

(Specify in respect of each Subject Currency where Non-EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different Disruption Events (or components thereof) also apply thereto)

	(e)	[Specified Maximum Days of Disruption:]	[*specify*][five][Scheduled Trading Days][Not applicable]
(viii)		Provisions applicable where EM Foreign Exchange (FX) Rate Provisions apply:	[Applicable [in respect of[*specify Subject Currencies to which these provisions apply where there is a Basket*]]][Not applicable] (*Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency*)
	(a)	Provisions applicable to determining the Settlement Price:	For the purpose of the definition of Settlement Price in Foreign Exchange (FX) Rate Linked Note Condition 7 [and [*specify the relevant Subject Currency where more than one Subject Currency*]:

EM FX Price Source: [*specify*]

EM Valuation Time: [*specify*]

EM Scheduled Trading Day Jurisdiction: [*specify*]

	(b)	EM Disruption Events:	[Price Source Disruption]

[Illiquidity Disruption]

[Dual Exchange Rate]

[General Inconvertibility]

[General Non-Transferability]

[Material Change in Circumstance]

[Nationalisation]

[Price Materiality, where:

EM Price Materiality Percentage: [*specify*][3] per cent.

EM Primary Rate: [*specify*][The rate determined as set out in the definition of Settlement Price]

EM Secondary Rate: [*specify*][[EM First Fallback Reference Price [and]][EM Second Fallback Reference Price]]

(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and

different EM Disruption Events (or components thereof) also apply thereto)

(c)	EM Disruption Fallbacks:	[EM Calculation Agent Determination]

[EM First Fallback Reference Price, where:

First Fallback EM FX Price Source: [*specify*]

First Fallback EM Valuation Time: [*specify*]

First Fallback EM Number of Settlement Days: [*specify*]]

[EM Second Fallback Reference Price, where:

Second Fallback EM FX Price Source: [*specify*]

Second Fallback EM Valuation Time: [*specify*]

Second Fallback EM Number of Settlement Days: [*specify*]]

[EM Valuation Postponement]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(d)	EM Maximum Days of Postponement:	[*specify*]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(e)	EM Cumulative Events:	[Not applicable][Applicable and EM Maximum Cumulative Days of Postponement means [*specify*]]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(f)	EM Number of Settlement Days:	[Two][Zero][*specify other*] [where SER Settlement Day Centre(s) means [*specify*]]
(g)	EM Number of Postponement Settlement Days:	[[Two][*specify*]] [Business Days][EM Settlement Days] [*specify*]
(ix)	Additional Disruption Events:	[Not applicable] [As per the Foreign Exchange (FX) Rate Linked Conditions] [The following Additional Disruption Events apply to the Notes:]

(*Specify each of the following which applies*)

[[Hedging Disruption][Increased Cost of Hedging]

[Trade Date means [specify]]

[Change in Law: Not applicable]

(*insert where Change in Law does not apply*)

(x) Delayed Redemption on the Occurrence of a Disruption Event: [Applicable][Not applicable]

43. Reference Item Rate Linked Redemption: [Applicable][Not applicable]

(*If not applicable delete the remaining sub-paragraphs of this paragraph*

[The [Floating][Fixed] Rate Note Provisions shall apply for the purpose of determining the Reference Item Rate on the basis of elections in this paragraph.]

(*If more than one Reference Rate is to be determined, include the following language: "Reference Rate [specify] is as follows:" and repeat items (i) to (vi) below for each such Reference Item Rate*)

(i) Screen-Rate Determination: [Applicable][Not applicable]

(*If not applicable delete the remaining sub-paragraphs of this paragraph*)

(a) Reference Item Rate: [*specify period*][month][year][LIBOR][EURIBOR] [SONIA] [SOFR] [€STR] [CMS Rate with a Designated Maturity of [*insert years*]][*specify* Government Bond Yield Rate][*specify* TEC Rate][with a Designated Maturity of [*insert years*]]

(b) Valuation Date(s): [*specify*]

(*e.g. Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR). Where the Rate of Interest is being used other than for a Floating Rate Note, ensure that this is not specified in respect of an Interest Period and the relevant Range Accrual Day may be specified where relevant for Range Accrual Notes*)

(c) Valuation Time: [*specify*]

(*which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR*)

(d) Relevant Screen Page: [*specify*]

(*In the case of EURIBOR if not Reuters EURIBOR01) ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)

(ii) ISDA Determination: [Applicable][Not applicable]

(*If not applicable, delete the remaining sub-paragraph of this paragraph*)

	(a)	ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
	(b)	Floating Rate Option:	[*specify*]
	(c)	Designated Maturity:	[*specify*]
	(d)	Reset Date:	[*specify*]
(iii)		Reference Spread:	[Reference Item Rate 1 minus Reference Item Rate 2 [Not applicable]
			[See paragraph [*specify*][above][below]
(iv)		Redemption Valuation Date(s)/Period(s):	[*specify*][Not applicable]
(v)		Range Accrual Cut-Off Date:	[*specify*][See paragraph [*specify*][above][below]
(vi)		Business Days:	As used in this item and for the purpose of determining the Reference Item Rate only, "**Business Day**" means [a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [*specify*] [A Target Settlement Day][Reference Rate Business Day (as defined in General Condition 4(b)(iv)(2)] [a "**U.S. Government Notes Business Day**", being any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.)
			[Not applicable]

44. EUA Contract Linked Redemption   [Applicable][Not applicable] (*If not applicable, delete the remaining sub-paragraph of this paragraph*)

(i)		EUA Contract/EUA Contracts/Basket of EUA Contracts	[specify EUA Contract/EUA Contracts][The [futures] contract specified in item (viii) below]
			[Relevant Registry: [*specify*]]
(ii)		Pricing Date(s)	[specify][Not applicable]
(iii)		Initial Pricing Date	[specify][Not applicable]
(iv)		Final Pricing Date	[specify][Not applicable]
(v)		Redemption Valuation Date	[specify][Not applicable]
(vi)		Trade Date	[specify]
(vii)		EUA Contract Reference Price	[specify] [For example:
			For any Pricing Date, that day's Specified Price on the [insert] of the EUA Contract][for the Delivery Date], [stated in [currency]][per][specify] quantity and commodity][, as made public by][specify] on that Pricing Date]

			[The Price Source is/are []] [25]
(viii)	EUA Contract Business Day		[EUA Contract Linked Condition [1] applies][specify]
(ix)	Delivery Date		[specify][Not applicable]
(x)	Nearby Month		[specify][Not applicable]
(xi)	Specified Price		[specify][Not applicable]
(xii)	Exchange		[specify][Not applicable]
(xiii)	Valuation Time		[Continuous monitoring [specify other] and the relevant time on [insert relevant date(s)].]/[specify]
(xiv)	Specified Maximum Days of Disruption		[specify] [[specify] EUA Contract Business Days] [26] /[As per Conditions]
(xv)	Weighting		[The Weighting to be applied to each item comprising the Basket of EUA Contracts is [specify]]/[Not applicable]
(xvi)	Rolling Futures Contract Notes		[Yes/No]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

[Dislocation Event: [Applicable]/[Not applicable]

Dislocation Level: [specify]/[As per Conditions]] |
| (xvii) | Futures Rollover [Date/Period] | | [specify][Not applicable] |

45. Combination Redemption: [Applicable][Not applicable]

(Applicable in relation to Reference Item Securities linked to a combination of types of Reference Items)

(If applicable, complete relevant prompts from Paragraphs 36 to 44 above)

46. Provisions applicable to Instalment Notes: [Applicable][Not applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i)   Instalment Amounts: [*specify*] [per Calculation Amount]

[(a) Calculation Amount * Instalment Factor * Instalment Payout]

(b) [Instalment Payout: *Insert relevant redemption formula from payout annex*]

(c) [Instalment Factor: means [*specify*]]

[The Credit Linked Conditions are [not] applicable to the [*first, second, etc*] Instalment Amount(s)][*Note: include where the Securities are Credit Linked Instalment*

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[25] Delete if using automated EUA Contract Reference Prices

[26] [Only applicable in respect of EUA contract linked notes linked to a single EUA contract]

Securities but where the Instalment Amounts are not subject to the Credit Linked provisions]

(*repeat as necessary*)

(ii)	Instalment Dates:	[*specify*]

47. Provisions applicable to Physical Delivery:

[Applicable][in accordance with Credit Linked Conditions and paragraph 41 above] [where the Issuer has exercised its option to vary settlement pursuant to the application of Variation of Settlement per paragraph 49 below][Not applicable]

(*If not applicable or the Notes are Credit Linked Notes to which Credit Linked Redemption is applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Entitlement Amount:

[*Insert formula, relevant value(s) and other related definitions from Payout Condition 4*][A nominal amount of the Relevant Asset equal to [*specify*]] [An amount per Calculation Amount equal to [*specify*]]

(ii) Relevant Asset(s):

[*specify*]

(*for bonds, include the following as applicable:*)

[ISIN: [*specify*]]

[Issuer: [*specify*]]

[Maturity: [*specify*]]

[Coupon: [*specify*]]

(iii) Unwind Costs:

[Applicable:[*specify*]][Standard Unwind Costs][Not applicable]

(iv) Cut-off Date:

[*specify*][As specified in General Condition 5(b)]

(v) Settlement Business Day(s):

[*specify*]

(vi) Delivery Agent:

[Banco Bilbao Vizcaya Argentaria, S.A.][Dealer][*specify*] of [*specify address*]

(vii) Assessed Value Payment Amount:

[Applicable][Not applicable]

(viii) Failure to Deliver due to Illiquidity:

[Applicable][Not applicable]

48. Provisions applicable to Partly Paid Notes:

[Applicable in accordance with General Condition 6(g)][Not applicable]

[(The Notes will be subscribed at the Part Payment Amount(s) and on the Part Payment Date(s) specified in paragraph 4 above to the account specified to the Noteholders for such purpose by the Paying Agent on behalf of the Issuer. Noteholders shall make available to

the Paying Agent the funds [five] Business Days prior to the dates specified in paragraph 4 above.)]

(*Applicable in relation to Partly Paid Notes*)

49. Variation of Settlement:

The Issuer [has][does not have] the option to vary settlement in respect of the Notes as set out in General Condition 5(b)(ii) [The minimum period of notice is [*specify*]][and][the maximum period of notice is [*specify*]]

50. Payment Disruption Event:

[Applicable][Not applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

51. Form of Notes:

[Book-Entry Notes: [Uncertificated, dematerialised book-entry form notes (anotaciones en cuenta) registered with Iberclear(Plaza de la Lealtad, 1, 28014 Madrid)][other] [as managing entity of the Central Registry][other registry]][other].

[Bearer Notes:

[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for definitive Bearer Notes [on 60 days' notice given at any time/only upon an Exchange Event [including/excluding] the exchange event described in paragraph (iii) of the definition in the Permanent Global Note]][27]

[Temporary Global Note exchangeable for definitive Notes on and after the Exchange Date][28]

[Permanent Bearer Global Note exchangeable for definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event [including/excluding] the exchange event described in paragraph (iii) of the definition in the Permanent Global Note]]][29]

[Registered Notes:

[Regulation S Global Note [*specify nominal amount*] registered in the name of a nominee for [DTC/ a common depositary for Euroclear and Clearstream, Luxembourg/ a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))]][Registered Global Note [*specify nominal amount*] registered in the name of a nominee for [DTC/ a common depositary for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))][Rule 144A Global Note [*specify nominal amount*] registered in the name of a nominee for DTC/ a common depositary for Euroclear and Clearstream, Luxembourg/ a common safekeeper for

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[27]   In relation to any Tranche of Notes which are expressed to be issued in denominations of EUR100,000 and integral multiples of EUR 1,000 the Global Note will not be exchangeable at the option of the holder.

[28]   In relation to any Tranche of Notes which are expressed to be issued in denominations of EUR100,000 and integral multiples of EUR 1,000 the Global Note will not be exchangeable at the option of the holder.

[29]   In relation to any Tranche of Notes which are expressed to be issued in denominations of EUR100,000 and integral multiples of EUR 1,000 the Global Note will not be exchangeable at the option of the holder.

Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS)))][Definitive IAI Registered Notes [*specify nominal amounts*]][Registered Notes in definitive form [*specify nominal amounts*]]]]

[CREST Depository Instruments:

CREST Depository Interests ("**CREST Depository Interests**") representing the Notes may also be issued in accordance with the usual procedures of Euroclear UK & Ireland Limited ("**CREST**").]

52.	New Global Note:[30]	[Yes][No] (*Note that Book-Entry Notes are not New Global Notes*)
53.	(i) Financial Centre(s):	[Not applicable][*give details*]
	(ii) Additional Business Centre(s):	[Not applicable] [*specify*](*Note that this paragraph relates to the place of payment and not interest period end dates. All relevant Financial Centre(s) (including the location of the relevant agent(s)) should be included other than Target*)
54.	Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature):	[Yes as the Notes have more than 27 Coupon payments, Talons may be required if, on exchange into definitive form, more than 27 Coupons are still to be made][No]
55.	Redenomination, renominalisation and reconventioning provisions:	[Not applicable][The provisions in General Condition 8 apply] [*Only applicable for Notes denominated in European currency except for Euro*]
56.	Prohibition of Sales to EEA Retail Investors:	[Applicable][Not applicable] (*If the Notes clearly do not constitute "packaged" products, [Not applicable] should be specified. If the Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified*)
57.	Prohibition of Sales to UK Retail Investors:	[Applicable][Not applicable] (*If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the UK, [Not applicable] should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.*)
58.	Sales outside EEA and UK only:	[Applicable][Not applicable]

RESPONSIBILITY

[The Issuer and the Guarantor accept responsibility for the information contained in these Final Terms and declare that the information contained in these Final Terms is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. [*Insert relevant third party information*] has been extracted from [*specify source*]. The Issuer and the Guarantor confirm that such information has been accurately reproduced and that, so far as it is aware,

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[30]   You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".

and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer: Signed on behalf of the Guarantor:

By: _____   By: _____

Duly authorised   Duly authorised

PART B - OTHER INFORMATION

1   **Listing and Admission to Trading**

[Application has been made for the Notes to be admitted to trading on [AIAF] [*specify other Spanish regulated market or MTF*] [with effect from [*specify*]].]

(insert specific language required by Stock Exchange/ Listing Authority/MTF)

(Indicate in the case of a fungible issue that original Notes are already admitted to trading unless the minimum denomination of the Notes is €100,000 or more (or its equivalent in the relevant currency as at the date of issue) and the Notes are Derivative Notes

Estimated of total expense related to admission of trading: [*specify*]

(Delete if the minimum denomination is less than €100,000 (or its equivalent in any other currency as at the date of issue) or if the Notes are Derivative Notes)

2   **Ratings**

Ratings: [The Notes have not been rated.]

[The Notes to be issued [[have been][are expected to be]] rated:]

[S&P Global:*[*specify*]]

[Moody's:*[*specify*]]

[Other*]: [*specify*]

(Please include a brief explanation of the meaning of the above ratings if this has previously been published by the relevant rating provider – this explanation is not required in the case of Notes with a denomination of €100,000 or more (or its equivalent in the relevant currency as at the date of issue) or where the Notes are not derivative Notes for the purposes of the Prospectus Regulation).

(Delete the rest of this paragraph 2 unless the Notes are to be listed on a regulated market)   [[*Inserting rating agency*] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). [As such [[*Insert rating agency*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.]]

[[*Insert the legal name of relevant non-EU credit rating agency entity*] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended). [*Insert the legal name of relevant non-EU credit rating agency entity*] is therefore not included in the list of credit rating agencies published

by the European Securities and Markets Authority on its website in accordance with such Regulation].]

[[*Insert legal name of relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). The ratings have been endorsed by [*insert the legal name of the relevant EU-registered credit rating agency entity*] in accordance with CRA Regulation. [*Insert the legal name of the relevant EU-registered credit rating agency entity*] is established in the European Union and registered under the CRA Regulation. [As such [*insert the legal name of the relevant EU-registered credit rating agency entity*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (*delete as appropriate*)] which have been endorsed by [*insert the legal name of the relevant EU credit rating agency entity that applied for registration*] may be used in the EU by the relevant market participants.]

[[*Insert legal name of relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"), but it [[is]/[has applied to be]] certified in accordance with the CRA Regulation [[[EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation] [[OR:] although notification of the corresponding certification decision has not yet been provided by the relevant competent authority and [*insert the legal name of the relevant non-EU credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]

[[*Insert the legal name of the relevant credit rating agency entity*] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority [and [*insert the legal name of the relevant credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation].]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). However, the application for registration under the CRA Regulation of [*insert the legal name of the*

relevant EU credit rating agency entity that applied for registration], which is established in the European Union, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU credit rating agency entity*][, although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [*insert the legal name of the relevant EU credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (*delete as appropriate*)] which have been endorsed by [*insert the legal name of the relevant EU credit rating agency entity that applied for registration*] may be used in the EU by the relevant market participants.]][31]]

3   Interests of Natural and Legal Persons Involved in the Issue

(Description of any interest, including conflicting interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. This may be satisfied by the inclusion of the following statement:)

(i) Save for any fee paid to the Dealer (if applicable, such fee shall be as set out in paragraph 4 below) [and/or any fee or other inducement paid to the distributor (if any)], so far as the Issuer is aware no person involved in the offer of the Notes has an interest material to the offer. [For specific and detailed information on the nature and quantity of the fee or inducement paid to the distributor (if any) the investor should contact the distributor.]

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation)

(ii) Dealer commission [*Specify*]//[Not applicable]

4   [Reasons for the Offer,][32]Estimated Net Proceeds and Total Expenses[33]

(i)	[Reasons for the Offer:	[See "Use of Proceeds" wording in Base Prospectus] [Green Projects][Social Projects][Sustainability Projects] [*specify*]][34]
(ii)	Estimated net proceeds:	[*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:	[*specify*] (*Include breakdown of expenses into each principal intended "use", presented in order of priority of such "uses"*)

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[31]   Repeat for each credit rating.

[32]   Delete in case the Reason for the Offer are not to be "green", "social" or "sustainability" purposes.

[33]   Delete this section for Notes with a denomination of €100,000 or higher (or its equivalent in the relevant currency as at the date of issue) and which are not derivative Notes.

[34]   Delete as appropriate.

5   **Yield**[35]

    Indication of yield: [*specify*][Not applicable]

                                    The yield is calculated at the Issue Date on the basis of the Issue Price.][The yield is calculated at the Issue Date by [*insert method of yield calculation*] on the basis of [*insert yield calculation hypothesis*]] It is not an indication of future yield.

6   **Historic Rates of Interest - Floating Rate Notes Only**[36]

    Details of historic [LIBOR][EURIBOR][SONIA][SOFR][€STR] [*specify CMS Rate*] rates can be obtained from [Reuters and/or Bloomberg]/[*specify source*] [Not applicable]

7   **[Performance of [Index][37][Share][Inflation][Foreign Exchange Rate][ETF][Fund][Reference Entity/Entities][Formula][Reference Item Rate][EUA Contract], Explanation of Effect on Value of Investment and Other Information concerning the Underlying][38]**

    (Need to include details of where past and future performance and volatility of the index/formula//rates/reference entity/exchange traded fund/fund/other variable can be obtained by electronic means and whether or not it can be obtained free of charge and a clear and comprehensive explanation on how the value of the investment is affected by the underlying and the circumstances where the risk is most evident.)

    [Where the underlying is an index, include the name of the index and details of where the information about the index can be obtained.]

    [Where the underlying is a Note, include the name of the issuer of the Note and the ISIN or equivalent identification number.]

    [Where the underlying is a basket of underlying, include the relevant weightings of each underlying in the basket.]

    [Where the underlying is a Reference Entity or a Reference Obligation, include the name of the Reference Entity, its address, country of incorporation, industry or industries in which the Reference Entity (or the issuer of the Reference Obligation) operates and the name of the market in which its Notes are admitted.[39]

    [Where the underlying is none of the above, include details of where the information about such underlying can be obtained.]

    (Need to include a description of any market disruption or settlement disruption events that affect the underlying and any adjustment rules in relation to events concerning the underlying (if applicable).)

    The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]

    [Include where the Notes reference SOFR: The Issuer is not affiliated with the Federal Reserve Bank of New York. The Federal Reserve Bank of New York does not sanction, endorse or recommend any products or services offered by the Issuer.]

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[35]   Delete this section in the case of Notes which are derivative Notes for the purposes of the Prospectus Regulation.

[36]   Delete this section in the case of Notes with a denomination of €100,000 or more (or its equivalent in the relevant currency as at the date of issue).

[37]   The indices will only be indices where the administrator of the Index is included in the ESMA register.

[38]   Required for derivative Notes.

[39]   Include when the Reference Entity or the Issuer of the Reference Obligation has Notes already admitted to trading on a regulated market, equivalent third country market or SME Growth Market and the Credit Linked Note comprises of a single Reference Entity or Obligation or in case of a pool of Reference Entities or Obligation in which the Reference Entity or the Reference Obligation represents a 20 per cent. or more of the pool.

8   Operational Information

(i)	ISIN Code:	[*specify*]
(ii)	Common Code:	[*specify*]
(iii)	CUSIP:	[*specify*][Not applicable]
(iv)	Other Code(s):	[*specify*][Not applicable]
	(a) [Valoren Code:	[*specify*][Not applicable]]
	(b) [CFI:[40]	[*specify*][Not applicable]]
	(c) [FISN:	[*specify*][Not applicable]]
(v)	Any clearing system(s) other than Iberclear, Euroclear, Clearstream Luxembourg and the DTC approved by the Issuer and the Principal Paying Agent and the relevant identification number(s):	[Not applicable][*give name(s)*][The Notes will also be eligible for CREST via the issue of CREST Depository Interests representing the Notes]
(vi)	Delivery:	[Delivery [against][free of] payment] [Not applicable]
(vii)	Additional Paying Agent(s) (if any):	[*specify*][Not applicable]
(viii)	Intended to be held in a manner which would allow Eurosystem eligibility	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as Common Safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper,] [*include this text for registered Notes*] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No.][Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][include this text for registered Notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

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[40]   Only to be included if required by the relevant stock exchange for reference data reporting purposes.

9 DISTRIBUTION

9.1 Method of distribution: [Syndicated][Non-syndicated] *(if non-syndicated delete paragraph 9.2]*

9.2 (i) If syndicated, names [and addresses] of Managers [and underwriting commitments/quotas (material features):

[Not applicable][*give names [and addresses] of each entity acting as underwriter [and its respective underwriting commitments]*]

(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers. Where not all of the issue is underwritten, please include information about portion not covered)

(ii) Date/Description of Subscription Agreement:

[*insert details*][Not applicable]

(iii) Stabilisation Manager(s) (if any): [Not applicable][*give name*]

(iv) [Total (underwriting and placing) commission][41]

[*specify*] [[•] per cent. of the Aggregate Nominal Amount]

9.3 If non-syndicated, name [and address] of relevant Dealer:

[Not applicable][*give name [and address]*]

[The Issuer reserves the right to appoint other distributors during the Offer Period, which will be communicated to investors by means of a notice published as specified in paragraph [specify].]

[No underwriting commitment is undertaken by the Distributor.]

9.4 U.S. Selling Restrictions[42]:

[The Notes are only for offer and sale outside the United States in offshore transactions to persons that are not U.S. persons in reliance on Regulation S under the Securities Act and may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. person.

Each initial purchaser of the Notes and each subsequent purchaser or transferee of the Notes shall be deemed to have agreed with the issuer or the seller of such Notes that (i) it will not at any time offer, sell, resell or deliver, directly or indirectly, such Notes so purchased in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person and (ii) it is not

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[41] Delete this section in the case of Notes with a denomination of €100,000 or more (or its equivalent in the relevant currency as at the date of issue).

[42] In no event Notes to be offered or sold in the United States will be Book-Entry Notes.

purchasing any Notes for the account or benefit of any U.S. person.]

(*include the preceding two paragraphs for issuance of Bearer Notes pursuant to Regulation S*)

[No Notes may be offered, sold, pledged, or otherwise transferred except (i) to the Issuer or any subsidiary thereof, (ii) pursuant to a registration statement that has become effective under the Securities Act of 1933, as amended (the "**Securities Act**"), (iii) to a "Qualified Institutional Buyer" (within the meaning of Rule 144A under the Securities Act ("**Rule 144A**")) in compliance with Rule 144A, who is also a "qualified purchaser" within the meaning of Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended (the "**1940 Act**") and the rules and regulations thereunder ("**QP**"), (iv) to a person that is not a U.S. person in an offshore transaction complying with the requirements of Rule 903 or Rule 904 of Regulation S under the Securities Act or (v) pursuant to an exemption from registration under the Securities Act (if available).]

(*include the preceding paragraph for issuance of Registered Global Notes pursuant to Rule 144A*)

Reg. S Compliance Category [2]; [TEFRA D][TEFRA C][TEFRA not applicable] (NB: *Notes which will be represented by CREST Depository Interests to be TEFRA C*)

[The Notes are Specified Notes (within the meaning of Section 6045(g)(3)(B) of the United States Code] (*Include where necessary for the purposes of the HIRE Act*)[43]

| 9.5 | U.S. "Original Issue Discount" Legend: | [Not applicable] [FOR PURPOSES OF ORIGINAL ISSUE DISCOUNT RULES UNDER THE UNITED STATES INTERNAL REVENUE CODE OF 1986, THIS NOTE HAS ORIGINAL ISSUE DISCOUNT OF [currency][amount] PER EACH [currency][amount] OF NOMINAL AMOUNT OF THIS NOTE; THE ISSUE PRICE OF THIS NOTE IS [currency][amount]; THE ISSUE DATE IS [date]; AND THE YIELD TO MATURITY (COMPOUNDED [semi-annually]) IS [yield].] |

(*include the preceding legend if the Notes are to be issued pursuant to Rule 144A and are issued with an "original issue discount" for U.S. federal income tax purposes*).

| 9.6 | Non-Exempt Offer | [Applicable] [Not applicable](*if not applicable, delete the remaining placeholders of this paragraph 9.6 and also paragraph 10 below*). |

| | Non-Exempt Offer Jurisdiction: | [*specify Relevant EEA Member State(s) where the Issuer intends to make Non-exempt Offers (where the Base Prospectus lists the Non-exempt Offer Jurisdictions, select from that list), which must therefore be jurisdictions* |

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[43]   To be considered if necessary. Might become necessary if there is an equity linked note issued that references a U.S. equity.

where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)]

[*May include relevant tax information for Non-exempt Offer Jurisdiction here*]

9.7 Offer Period: [s*pecify date*] until [*specify date or a formula such as "the Issue Date" or "the date which falls [specify] Business Days thereafter"*]

9.8 Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it:

[*Insert names and addresses of financial intermediaries/ Authorised Offeror receiving consent (specific consent)*]

(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the Base Prospectus (and any supplement) has been notified / passported.)

[The Issuer reserves the right to appoint other distributors during the Offer Period, which will be communicated to investors by means of a notice published as specified in paragraph [*specify*].]

[No underwriting commitment is undertaken by the Distributor.]

10   Terms and Conditions of the Offer[44]

[Applicable][Not applicable] [*specify*] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) [The Notes will be offered to the public in each Non-exempt Offer Jurisdictions in accordance with the arrangements listed below.]

10.1 Offer Price: [Not applicable][See 10.11 below][*give details*]

10.2 [Conditions to which the offer is subject:]

[Not applicable][*give details*]

[Offers of the Notes are conditional on their issue and are subject to such conditions as are set out in the [Distribution Agreement], As between Dealers and their customers (including Authorised Offerors) or between Authorised Offerors and their customers offers of the Notes are further subject to such conditions as may be agreed between them and/or as is specified in any arrangements in place between them.]

10.3 [Description of the application process]:

[Not applicable][*give details*]

10.4 [Details of the minimum and/or maximum amount of application]:

[Not applicable][*give details*]

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[44]   Delete where no public offer in accordance with the Prospectus Regulation is intended

10.5	[Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:]	[Not applicable][*give details*]
10.6	[Details of the method and time limits for paying up and delivering the Notes:]	[Not applicable][*give details*]

(NB: *Under normal circumstances, on the Issue Date, allocated Notes will he made available to the Dealer(s)/Authorised Offerors in such account as may be held by them directly or indirectly at Euroclear or Clearstream. Luxembourg.*) |
| 10.7 | [Manner in and date on which results of the offer are to be made public:] | [Not applicable][*give details*]

(*If applicable (i) specify dale on which the final size of the issue will be made public and (ii) insert specific details in respect of the method of publication (including, where relevant, details of any advertisements to be published*).) |
| 10.8 | [Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercise:] | [Not applicable][*give details*] |
| 10.9 | [Whether tranche(s) have been reserved for certain countries:] | [Not applicable][*give details*] |
| 10.10 | Indication of the expected price at which the Notes will be offered or the method of determining the price and the process for its disclosure and if the Notes are being offered to various categories of investors: | [Not applicable][*specify*] [The Issuer had offered and will sell the Notes to the Dealer(s) (and no one else) at the Issue Price of [*specify*] [less a total commission of [*specify*]]. The Dealer(s) will sell the Notes to the Distributor in accordance with the arrangements in place between the Dealer and the Distributor and the Distributor will offer and sell the Notes to its customers by reference to the Issue Price and the market conditions prevailing at the time.] [*Where an indication of the expected price cannot be given, the method of determining the price of the Notes will be:[maximum price and/or maximum amount of Notes*] [*valuation methods and criteria and/or conditions to determine the final ofer price*] [*give details*]]

[The Notes are being offered to [any category of investors][Eligible Counterparties] [Professional Clients] [Retail Clients][only] [*specify*]] |
| 10.11 | [Process for notification to applications of the amount allotted and the indication whether dealing may begin before notification is made:] | [Not applicable][*give details*]

[Prospective Noteholders will be notified by the relevant Dealer(s) and Authorised Offeror in accordance with the arrangements in place between such Dealer(s) or Authorised Offeror and its customers. Any dealing in the Notes, which take place will be at the risk of the prospective Noteholders.] |
| 10.12 | [Amount of any expenses and taxes specifically charged to the subscriber or purchaser:] | [Not applicable][*give details*] |

10.13 [Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.] | [The Authorised Offerors are identified in 9.6 above and identifiable from the Base Prospectus]/[None]/[*give details*].

10.14 Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment: | [Specify][Not applicable]

11 [EU Benchmarks Regulation

[[Include if applicable: Amounts payable under the Notes may be calculated by reference to [*specify benchmark*], which is provided by [administrator legal name]] [repeat as necessary]. As at the date of these Final Terms, [*administrator legal name*] [does/do] appear in the register of administrators and benchmarks established and maintained by European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the EU Benchmarks Regulation.]][45]

12 [Index/Other Disclaimer[46]

[The Notes are not sponsored, recommended, endorsed, sold or promoted by the Index or the Index Sponsor. The Index Sponsor does not make any representations, whether express or implied, regarding the results to be obtained from using their Index or the level at which an Index may stand at any particular time or any particular date or otherwise, nor its suitability. Further, the Index Sponsor will not have any liability (whether in negligence or otherwise) for any inaccuracy in the data on which the Index is based, for any mistakes, errors, or omissions in the calculation and/or dissemination of the Index, or for the manner in which it is applied in the Notes or the offering thereof. The Issuer shall not have any liability for any act of failure to act by the Index Sponsor in connection with the calculation adjustment or maintenance of the Index. None of the Issuer or its affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Calculation Agent will obtain information concerning the Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.]

(Insert unless the relevant Index has a bespoke disclaimer, in which case, substitute for such bespoke disclaimer)

[IHS Markit Index Disclaimer

The Index Annex which is specified in these Final Terms in relation to the Notes (for the purposes of this disclaimer only, a "**Credit Index**"), is the property of Markit Indices Limited (the "**Index Sponsor**") and has been licensed for use in connection with the Notes. Each of the Noteholders acknowledges and agrees that the Notes are not sponsored, endorsed, or promoted by the Index Sponsor. The Index Sponsor makes no representation whatsoever, whether express or implied, and hereby expressly disclaims all warranties (including, without limitation, those of the merchantability or fitness for a particular purpose or use), with respect to the Credit Index or any data included therein or relating thereto, and in particular disclaims any warranty either as to the quality, accuracy and/or completeness of the Credit Index or any data included therein, the results obtained from the use of the Credit Index and/or the composition of the Credit Index at any particular time on any particular date or otherwise and/or the creditworthiness of any entity, or the likelihood of the occurrence of a credit event or similar event (however defined) with respect to an obligation, in the Credit Index at any particular time on any particular date or otherwise. The Index Sponsor shall not be liable (whether in negligence or otherwise) to the parties or any other person for any error in the Credit Index, and the Index Sponsor is under no obligation to advise the parties or any person of any error therein. The Index Sponsor makes no representation whatsoever, whether express or implied, as to the advisability of

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purchasing or selling the Notes, the ability of the Credit Index to track relevant markets' performances, or otherwise relating to the Credit Index or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Sponsor has no obligation to take the needs of any party into consideration in determining, composing or calculating the Credit Index. No party purchasing or selling the Notes, nor the Index Sponsor shall have any liability to any party for any act or failure to act by the Index Sponsor in connection with the determination, adjustment, calculation or maintenance of the Credit Index. "**iTraxx®**", "**Markit iTraxx® Europe**" and any other Index using the title "**Markit iTraxx® Europe**" are service marks of Markit Indices Limited and have been licensed for use by the Issuer.]

[The Issuer is only offering to and selling to the Dealer(s) pursuant to and in accordance with the terms of the Programme Agreement]. All sales to persons other than the Dealer(s) will be made by the Dealer(s) or persons to whom they sell, and/or otherwise make arrangements with, including the Financial Intermediaries. The Issuer shall not be liable for any offers, sales or purchase of Notes by the Dealer(s) or Financial Intermediaries in accordance with the arrangements in place between any such Dealer or any such Financial Intermediary and its customers.]

[The Arranger has acknowledged and agreed, and any Financial Intermediary will be required by the Arranger to acknowledge and agree, that for the purpose of offer(s) of the Notes, the Issuer has passported the Base Prospectus in each of the Non-exempt Offer Jurisdictions and will not passport the Base Prospectus into any other Relevant State; accordingly, the Notes may only be publicly offered in Non-exempt Offer Jurisdictions or offered to Qualified Investors (as defined in the Prospectus Regulation) in any other Relevant State and that all offers of Notes by it will be made only in accordance with the selling restrictions set forth in the Prospectus and the provisions of these Final Terms and in compliance with all applicable laws and regulations.][47].

[Financial intermediaries seeking to rely on the Base Prospectus and any Final Terms to resell or place Notes as permitted by article 5 of the Prospectus Regulation must obtain prior written consent from the Issuer and the Guarantor; nothing herein is to be understood as a waiver of such requirement for prior written consent.][48]

SUMMARY OF NOTES

[*Insert completed summary for the Notes, unless minimum denomination is equal to or greater than €100,000 (or its equivalent in any other currency)*]

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[47]   Delete unless for a public offer

[48]   Delete in respect of Notes with a denomination of at least €100,000 (or equivalent in another currency)