滙豐(台灣)商業銀行股份有限公司等共同承銷「HSBC Bank Middle East Limited U.S.$83,000,000 Floating Rate Notes due 26 March 2024」公告

滙豐(台灣)商業銀行股份有限公司等（以下稱「承銷商」)承銷HSBC Bank Middle East Limited 2019年度「**HSBC Bank Middle East Limited U.S.$83,000,000 Floating Rate Notes due 26 March 2024**」美金**83,000,000**元整，由承銷商洽商銷售予投資人。茲將銷售辦法公告如後：

一、 證券承銷商名稱、地址、總承銷數量、證券承銷商先行保留自行認購數量及洽商銷售數量：

證券承銷商名稱	地址	總承銷數量	洽商銷售金額
滙豐(台灣)商業銀行股份有限公司	台北市基隆路一段333號13,14樓	美元20,000,000元整	美元20,000,000元整
玉山商業銀行股份有限公司	台北市民生東路三段117號3樓	美元20,000,000元整	美元20,000,000元整
永豐金證券股份有限公司	台北市博愛路17號5樓	美元25,000,000元整	美元25,000,000元整
台新國際商業銀行股份有限公司	台北市大安區仁愛路四段118號22樓	美元13,000,000元整	美元13,000,000元整
元大證券股份有限公司	台北市南京東路3段225號13、14樓	美元5,000,000元整	美元5,000,000元整

二、 承銷總額：總計美金**83,000,000**元整。

三、 承銷方式：將由承銷商包銷並以「洽商銷售」方式出售予投資人。

四、 承銷期間：定價日為 2019 年 2 月 25 日，於 2019 年 3 月 25 日辦理承銷公告，並於 2019 年 3 月 26 日發行。

五、 承銷價格：每張面額為美元貳拾萬元，依票面金額十足發行。

六、 發行條件：

（一） 種類：無擔保主順位債券。

（二） 發行期間：西元 2019 年 3 月 26 日至西元 2024 年 3 月 26 日。

（三） 票面利率：浮動利率三個月倫敦同業拆放利率(Libor) + 100 基點(Basis Point)

（四） 還本付息方式：本債券為浮動利率債券。發行人將每季付息，並於債券到期日一次還本。

（五） 發行人提前贖回權：無。

（六） 營業日：紐約、倫敦及台北之營業日。

（七） 準據法：英國法。

（八） 債券掛牌處所：中華民國證券櫃檯買賣中心、泛歐交易所都柏林分部。

七、 銷售限制：

（一） 僅限「財團法人中華民國證券櫃檯買賣中心外幣計價國際債券管理規則」第二條之一第一項第一款規定之專業投資機構。

（二） 採洽商銷售，依「中華民國證券商業同業公會證券商承銷或再行銷售有價證券處理辦法」第三十二條規定，每一認購人認購數量不得超過該次承銷總數之百分之八十，惟認購人為政府基金者不在此限。

八、 公開說明書之分送、揭露及取閱方式，並以顯著字體註明公開說明書上傳網站之網址：如經投資人同意承銷商得以電子郵件方式交付公開說明書，投資人並得至公開資訊觀測站（**http://mops.twse.com.tw**），或至承銷商網站（滙豐(台灣)商業銀行股份有限公司，網址：**http://www.hsbc.com.tw**；玉山商業銀行股份有限公司，網址：**https://www.esunbank.com.tw**；永豐金證券股份有限公司，網址：

http://www.sinotrade.com.tw；台新國際商業銀行股份有限公司，網址：**https://www.taishinbank.com.tw**；元大證券股份有限公司，網址：**http://www.yuanta.com.tw**）查詢下載。

九、 通知及(扣)繳交價款日期與方式：投資人於發行日匯款至承銷商，承銷商彙總投資人認購款項於發行日匯入發行人指定金融機構專戶。

十、 有價證券發放日期、方式與特別注意事項：於 2019 年 3 月 26 日發行日發放。發放方式可由Euroclear、Clearstream或台灣證券集中保管結算股份有限公司發放。買賣及交割應依國際慣例及公開說明書相關規定辦理。

十一、會計師最近三年度財務資料之查核簽證意見

年度	會計師事務所	查核意見
Year Ended 31 December 2016	PricewaterhouseCoopers	True and fair
Year Ended 31 December 2017	PricewaterhouseCoopers	True and fair
Year Ended 31 December 2018	PricewaterhouseCoopers	True and fair

十二、金融監督管理委員會或中華民國證券商業同業公會規定應行揭露事項：無。

十三、投資人於申購前，應詳閱本公司債之公開說明書。

十四、其他為保護公益及投資人應補充揭露事項：無。

HSBC Bank Middle East Limited

U.S.$ 7,000,000,000 Debt Issuance Programme

(the " **Programme**")

Issue of

U.S.$ 83,000,000 Floating Rate Notes due 26 March 2024

(the "**Notes**")

Issue Price: 100.00 per cent. of the Aggregate Principal Amount

Issue Date: 26 March 2019

This information package includes the Information Memorandum in relation to the Programme dated 12 July 2018 (the "**Information Memorandum**", which expression shall include the supplements thereto dated 7 August 2018 and 19 February 2019) and the Pricing Supplement dated 6 March 2019 (the "**Pricing Supplement**", together with the Information Memorandum, the "**Information Package**").

The Notes will be issued by HSBC Bank Middle East Limited (the "**Issuer**").

Application will be made by the Issuer for the Notes to be listed on the Taipei Exchange (the "**TPEx**") in the Republic of China (the "**ROC**").

The Notes will be traded on the TPEx pursuant to the applicable rules of the TPEx. Effective date of listing and trading of the Notes is on or about 26 March 2019.

TPEx is not responsible for the content of the Information Package and no representation is made by TPEx to the accuracy or completeness of the Information Package. TPEx expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of this Information Package. Admission to the listing and trading of the Notes on the TPEx shall not be taken as an indication of the merits of the Issuer or the Notes.

The Notes have not been, and shall not be, offered, sold or resold, directly or indirectly, to investors other than "professional institutional investors" as defined under Paragraph 2, Article 4 of the ROC Financial Consumer Protection Act ("Professional Institutional Investors"), which currently include: (i) overseas or domestic banks, securities firms, futures firms and insurance companies (excluding insurance agencies, insurance brokers and insurance surveyors), the foregoing as further defined in more detail in Paragraph 3 of Article 2 of the Organization Act of the Financial Supervisory Commission; (ii) overseas or domestic fund management companies, government investment institutions, government funds, pension funds, mutual funds, unit trusts, and funds managed by financial service enterprises pursuant to the ROC Securities Investment Trust and Consulting Act, the ROC Future Trading Act or the ROC Trust Enterprise Act or investment assets mandated and delivered by or transferred for trust by financial consumers; and (iii) other institutions recognised by the Financial Supervisory Commission of the ROC. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to the aforementioned Professional Institutional Investors.

Lead Manager

HSBC Bank (Taiwan) Limited

Co-Managers

E.SUN Commercial Bank, Ltd.

SinoPac Securities Corporation

Taishin International Bank Co., Ltd.

Yuanta Securities Co., Ltd.

PRICING SUPPLEMENT

Pricing Supplement dated 6 March 2019

Series No.: 226

Tranche No.: 1

HSBC Bank Middle East Limited

U.S.$ 7,000,000,000 Debt Issuance Programme

Issue of

U.S.$ 83,000,000 Floating Rate Notes due 26 March 2024

PART A — CONTRACTUAL TERMS

This document constitutes the Pricing Supplement relating to the issue of the Tranche of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Information Memorandum dated 12 July 2018 in relation to the above Programme (the "**Information Memorandum**") and the supplements thereto dated 7 August 2018 and 19 February 2019. This document constitutes the Pricing Supplement in respect of the Notes described herein for the purpose of the Information Memorandum and must be read in conjunction with such Information Memorandum. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Information Memorandum.

1.	(i)	Issuer:	HSBC Bank Middle East Limited
	(ii)	Arranger(s):	HSBC Bank plc
2.	(i)	Series number:	226
	(ii)	Tranche number:	1
3.	Specified Currency or Currencies:		
	(i)	of denomination:	U.S. Dollars ("**USD**")
	(ii)	of payment	USD
4.	Aggregate Principal Amount of Notes admitted to trading:		USD 83,000,000
	(i)	Issue Price:	100 per cent. of the Aggregate Principal Amount
	(ii)	Commission payable:	0.25 per cent. of the Aggregate Principal Amount
	(iii)	Selling concession:	None

5.	(i)	Denomination(s):	USD 200,000 and integral multiples of USD 1,000 thereafter
		(*Condition 1(f)*)	
	(ii)	Calculation Amount:	USD 1,000
6.	(i)	Issue Date:	26 March 2019
	(ii)	Interest Commencement Date:	Issue Date
7.	Maturity Date: (*Condition 6(a)*)		26 March 2024 (the "**Scheduled Maturity Date**"), subject to adjustment in accordance with the Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"
8.	Interest basis: (*Conditions 3 to 5*)		3 Month USD LIBOR + 1.0 per cent. Floating Rate *(further particulars specified below)*
9.	Redemption basis: *(Condition 6)*		Redemption at par
10.	Change of interest or redemption basis:		Not Applicable
11.	Put/Call options:		Not Applicable
12.	(i)	Status of the Notes: (Condition 2)	Not Subordinated Notes
	(ii)	Date Board approval for issuance of Notes obtained:	Not Applicable
13.	Additional U.S. federal income tax considerations:		Not applicable
14.	Method of distribution:		Syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	**Fixed Rate Note provisions:**		Not Applicable
16.	**Floating Rate Note Provisions:** (*Condition 4*)		Applicable
	(i)	Specified Period(s):	Not Applicable
	(ii)	Interest Period(s):	The relevant Interest Period shall run from, and include, an Interest Payment Date to, but exclude, the following Interest Payment Date,

		except that (a) the initial Interest Period shall commence on, and include, the Interest Commencement Date and (b) the final Interest Period shall end on, but exclude, the Maturity Date
(iii)	Interest Payment Dates:	26 June, 26 September, 26 December and 26 March in each year from (and including) the First Interest Payment Date to (and including) the Scheduled Maturity Date adjusted in accordance with the Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"
(iv)	Reference Rate:	3 Month USD LIBOR Where 3 Month USD LIBOR means the rate for deposits in USD for a period of 3 months expressed as a percentage which appears on the Relevant Screen Page at the Relevant Time on the Interest Determination Date
(v)	First Interest Payment Date:	26 June 2019
(vi)	Business Day Convention:	Modified Following Business Day Convention
(vii)	Business Centre(s):	London, New York and Taipei
(viii)	Screen Rate Determination:	Applicable
	(1) Relevant Screen Page:	Reuters Page LIBOR01
	(2) Relevant Time:	11:00 a.m., London time
	(3) Interest Determination Date:	For the first Interest Period, 2 London Business Days prior to the Interest Commencement Date. For each subsequent Interest Period, 2 London Business Days prior to the start of the relevant Interest Period Where "**London Business Day**" means a day on which banks and foreign exchange markets are generally open to settle payments in London
	(4) Relevant Financial Centre:	As per the Conditions
	(5) Reference Banks:	As per the Conditions
	(6) Relevant Number of Quotations:	As per the Conditions
	(7) Leading Banks:	As per the Conditions

	(8)	ISDA Determination for Fallback provisions:	Not Applicable
	(ix)	Alternative Reference Rate:	Not Applicable
	(x)	ISDA Determination	Not Applicable
	(xi)	Interest Determination Date(s):	For the first Interest Period, 2 London Business Days prior to the Interest Commencement Date. For each subsequent Interest Period, 2 London Business Days prior to the start of the relevant Interest Period Where "**London Business Day**" means a day on which banks and foreign exchange markets are generally open to settle payments in London
	(xii)	Linear Interpolation:	Not Applicable
	(xiii)	Margin(s):	+ 1.0 per cent. per annum
	(xiv)	Day Count Fraction:	Act/360, Adjusted
	(xv)	Relevant Time:	11:00 a.m., London time
	(xvi)	Minimum Rate of Interest:	Zero (0) per cent. per annum
	(xvii)	Maximum Rate of Interest:	Not Applicable
	(xviii)	Rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	If on an Interest Determination Day the Reference Rate does not appear on the Relevant Screen Page, the Calculation Agent will determine such Reference Rate by reference to the ISDA Definitions as if "USD-LIBOR-Reference Banks" had been specified as the applicable Floating Rate Option, "3 months" (as applicable) as the relevant Designed Maturity and that Interest Determination Date as the applicable Reset Date (all as defined in the ISDA Definitions)
17.	**Zero Coupon Note provisions**:		Not Applicable
18.	**Dual Currency Note provisions:**		Not Applicable
19.	**Variable Coupon Amount Note /Index-Linked Note/Equity-Linked Note/Cash Equity Notes/other variable-linked interest Note provisions**:		Not Applicable
20.	**Issuer's optional redemption (Call):**		Not Applicable
21.	**Noteholder's optional redemption (Put):**		Not Applicable

22.	**Final redemption amount of each Note:** (*Condition 6(a)*)		USD 1,000 per Calculation Amount
23.	**Final redemption amount of each Note in cases where the Final redemption amount is linked to an index, a formula or other variable:**		Not Applicable
24.	**Instalment Notes**:		Not Applicable
25.	**Early redemption amount**:		Yes
	(i)	Early redemption amount (upon redemption for taxation reasons, force majeure, illegality or following an Event of Default) (*Conditions 6(b), 6(i) and 10*)	In the event of early redemption for taxation reasons, a force majeure event, illegality or following an event of default, the aggregate amount payable by the Issuer in respect of principal and interest on the Notes upon such early redemption shall be the amount which the Calculation Agent in its absolute discretion and in good faith determines to be the fair market value of the Notes immediately prior to the date on which such early redemption occurs, reduced as so determined by the Calculation Agent to account fully for any reasonable expenses and costs to the Issuer of unwinding any underlying and/or related hedging and funding arrangements
	(ii)	Other redemption provisions: (*Condition 6(h)*)	Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

26.	Form of Notes: *(Condition 1(a))*		
	(i)	Form of Notes:	Bearer
27.	If issued in bearer form:		
	(i)	Initially represented by a Temporary Global Note or Permanent Global Note:	Temporary Global Note
	(ii)	Temporary Global Note exchangeable for Permanent Global Note and/or Definitive Notes and/or Registered Notes: (*Condition 1(a)*)	Yes. Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only in limited circumstances specified in the Permanent Global Note

	(iii)	Permanent Global Note exchangeable at the option of the bearer for Definitive Notes and/or Registered Notes:	No
	(iv)	Coupons to be attached to Definitive Notes:	Yes
	(v)	Talons for future Coupons to be attached to Definitive Notes:	Yes
	(vi)		
		(a) Definitive Notes to be security printed:	No
		(b) If the answer to (a) is yes, whether steel engraved plates will be used:	No
	(vii)	Definitive Notes to be in ICMA or successor's format:	No
	(viii)	Issuer or Noteholder to pay costs of security printing:	Not Applicable
28.	Exchange Date for exchange of Temporary Global Note:		Not earlier than the date which is 40 days after the Issue Date
29.	Payments:		
	(*Condition 8*)		
	(i)	Method of payment:	Transfer to a designated account
	(ii)	Relevant Financial Centre Day:	London, New York and Taipei
	(iii)	Interest Adjustment:	Applicable
30.	Partly Paid Notes:		No
	(*Condition 1*)		
31.	Redenomination:		
	(*Condition 9*)		
	(i)	Redenomination:	Not Applicable
	(ii)	Exchange:	Not Applicable
32.	Other terms:		Not Applicable
33.	Valuation Date:		Not Applicable

34.	Price Source Disruption:	Not Applicable

DISTRIBUTION

35.	(i)	If syndicated, names, addresses and underwriting commitments of Relevant Dealer/Lead Manager:	*Lead Manager* **HSBC Bank (Taiwan) Limited** 13 F, International Trade Building 333 Keelung Road, Sec. 1 Taipei 110, Taiwan Underwriting Commitment: USD 20,000,000
	(ii)	If syndicated, names, addresses and underwriting commitments of other Dealers/Managers (if any):	*Co-Managers* **E.SUN Commercial Bank, Ltd.** 3F, No.117, Sec.3, Minsheng E.Rd. Taipei, Taiwan, R.O.C. Underwriting Commitment: USD 20,000,000 **SinoPac Securities Corporation** 5F, No. 306, Sec. 2, Bade Rd. Taipei 104, Taiwan Underwriting Commitment: USD 25,000,000 **Taishin International Bank Co., Ltd.** 22F, No.118, Sec. 4, Ren'ai Rd. Da'an Dist., Taipei City 106 Taiwan Underwriting Commitment: USD 13,000,000 **Yuanta Securities Co., Ltd.** 8F, No. 225, Sec. 3, Nanking E. Rd. Taipei, Taiwan Underwriting Commitment: USD 5,000,000
	(iii)	Date of Subscription Agreement:	6 March 2019
	(iv)	Stabilisation Manager (if any):	Not Applicable
36.	If non-syndicated, name and address of Relevant Dealer:		Not Applicable
37.	Selling restrictions:		TEFRA D. Please refer to "*Subscription and Sale*" in the Information Memorandum for further information. The Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly, to investors other than "professional institutional investors" as defined under Paragraph 2, Article 4 of the Republic of China ("**ROC**") Financial Consumer Protection Act ("**Professional Institutional Investors**"), which currently

		includes: (i) overseas or domestic banks, securities firms, futures firms and insurance companies (excluding insurance agencies, insurance brokers and insurance surveyors), the foregoing as further defined in more detail in Paragraph 3, Article 2 of the Financial Supervisory Commission Organization Act, (ii) overseas or domestic fund management companies, government investment institutions, government funds, pension funds, mutual funds, unit trusts, and funds managed by financial service enterprises pursuant to the ROC Securities Investment Trust and Consulting Act, the ROC Future Trading Act or the ROC Trust Enterprise Act or investment assets mandated and delivered by or transferred for trust by financial consumers, and (iii) other institutions recognised by the Financial Supervisory Commission of the ROC. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to the aforementioned Professional Institutional Investors
38.	If non-syndicated, name and address of Relevant Dealer:	Not Applicable
39.	Total commission and concession:	0.25 per cent. of the Aggregate Principal Amount
40.	Other:	Not Applicable
41.	Stabilisation:	Not Applicable

BENCHMARKS

42.		LIBOR is provided by ICE Benchmark Administration Limited and appears in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the Benchmarks Regulation

LISTING AND ADMISSION TO TRADING APPLICATION

This Pricing Supplement, together with the Information Memorandum, comprise the listing particulars required to list and have admitted to trading the issue of Notes described herein on (i) the Taipei Exchange (the "**TPEx**") and (ii) the Official List of Euronext Dublin and Euronext Dublin's Global Exchange Market pursuant to the Debt Issuance Programme of HSBC Bank Middle East Limited.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

CONFIRMED
HSBC BANK MIDDLE EAST LIMITED

By: ....
Authorised Signatory

Date: 6 March 2019.................................. ..

By: ....
Authorised Signatory

Date: 6 March 2019....................................... .

PART B — OTHER TERMS

1. **LISTING**

(i)	Listing:	Application will be made to admit the Notes to listing on (i) TPEx; and (ii) the Official List of Euronext Dublin on or around the Issue Date. No assurance can be given as to whether or not, or when, such application will be granted
(ii)	Admission to trading:	Application will be made for the Notes to be admitted to trading on (i) TPEx; and (ii) the Global Exchange Market with effect from the Issue Date. No assurance can be given as to whether or not, or when, such application will be granted TPEx is not responsible for the contents of the Information Memorandum, this Pricing Supplement or any supplement or amendment thereto and no representation is made by TPEx to the accuracy or completeness of the Information Memorandum, this Pricing Supplement or any supplement or amendment thereto. TPEx expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of the Information Memorandum, this Pricing Supplement or any supplement or amendment thereto. Admission to listing and trading on the TPEx shall not be taken as an indication of the merits of the Issuer or the Notes
(iii)	Estimated total cost of admission to trading:	For the purposes of the listing and admission to trading on TPEx: New Taiwan Dollars 100,000 For the purposes of the listing on the Official List and admission to trading on the Global Exchange Market of Euronext Dublin: Euro 1,000

2. **RATINGS**

Ratings:	The long term senior debt rating of HSBC Bank Middle East Limited has been rated: Fitch: AA- (stable) Moody's: A3 (stable) The Notes have not specifically been rated. Each of Fitch and Moody's is established in the EEA and registered under Regulation (EU) No

	1060/2009, as amended (the "**CRA Regulation**").
	For these purposes, "**Moody's**" means Moody's Investor Services Limited and "**Fitch**" means Fitch Ratings Limited.

3. **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

Save as discussed in "*Subscription and Sale*", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

4. **YIELD**

Not Applicable

OPERATIONAL INFORMATION

5.	ISIN Code:	XS1958527316
6.	Common Code:	195852731
7.	CFI:	DBVUFB
8.	FISN:	Not Applicable
9.	Other identifier / code:	None
10.	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	None
11.	Delivery:	Delivery against payment
12.	Settlement procedures:	Medium Term Note
13.	CMU Lodging and Paying Agent:	Not Applicable
14.	CMU Registrar:	None
15.	Additional Paying Agent(s) (if any):	None
16.	Calculation Agent:	HSBC France, 103, avenue des Champs Elysées, 75008 Paris, France
	Calculation Agent to make calculations?	Yes
	if not, identify calculation agent:	Not Applicable
17.	Renminbi Calculation Agent:	Not Applicable
18.	Notices: (*Condition 14*)	Condition 14 applies

19.	City in which specified office of Registrar to be maintained: (*Condition 12*)	Not Applicable
20.	Prohibition of Sales to EEA Retail Investors:	Not Applicable
21.	Other relevant Terms and Conditions:	Not Applicable

ADDITIONAL TAX INFORMATION

ROC TAXATION

The following summary of certain taxation provisions under ROC law is based on the Issuer's understanding of current law and practice. It does not purport to be comprehensive and does not constitute legal or tax advice. Investors (particularly those subject to special tax rules, such as banks, dealers, insurance companies and tax-exempt entities) should consult with their own tax advisers regarding the tax consequences of an investment in the Notes. This general description is based upon the law as in effect on the date hereof and that the Notes will be issued, offered, sold and re-sold, directly or indirectly, to professional institutional investors as defined under Paragraph 2 of Article 4 of the Financial Consumer Protection Act of the ROC only. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to a Professional Institutional Investor. This description is subject to change potentially with retroactive effect. Investors should appreciate that, as a result of changing law or practice, the tax consequences may be otherwise than as stated below.

Interest on the Notes

As the Issuer of the Notes is not a ROC statutory tax withholder, there is no ROC withholding tax on the interest or deemed interest to be paid on the Notes.

ROC corporate holders must include the interest or deemed interest receivable under the Notes as part of their taxable income and pay income tax at a flat rate of 20 per cent. (unless the total taxable income for a fiscal year is under NT$500,000), as they are subject to income tax on their worldwide income on an accrual basis. The alternative minimum tax ("**AMT**") is not applicable.

Sale of the Notes

In general, the sale of corporate bonds or financial bonds is subject to 0.1 per cent. Notes transaction tax ("**STT**") on the transaction price. However, Article 2-1 of the Securities Transaction Tax Act prescribes that STT will cease to be levied on the sale of corporate bonds and financial bonds from 1 January 2010 to 31 December 2026. Therefore, the sale of the Notes will be exempt from STT if the sale is conducted on or before 31 December 2026. Starting from 1 January 2027, any sale of the Notes will be subject to STT at 0.1 per cent. of the transaction price, unless otherwise provided by the tax laws that may be in force at that time.

Capital gains generated from the sale of bonds are exempt from income tax. Accordingly, ROC corporate holders are not subject to income tax on any capital gains generated from the sale of the Notes. However, ROC corporate holders should include the capital gains in calculating their basic income for the purpose of calculating their AMT. If the amount of the AMT exceeds the annual income tax calculated pursuant to the Income Basic Tax Act (also known as the AMT Act), the excess becomes the ROC corporate holders' AMT payable. Capital losses, if any, incurred by such holders could be carried over 5 years to offset against capital gains of same category of income for the purposes of calculating their AMT.

ADDITIONAL INFORMATION

ROC Settlement and Trading

Investors with a securities book-entry account with a ROC securities broker and a foreign currency deposit account with a ROC bank, may request the approval of the Taiwan Depositary & Clearing Corporation ("**TDCC**") for the settlement of the Notes through the account of the TDCC with Euroclear or Clearstream and if such approval is granted by the TDCC, the Notes may be so cleared and settled. In such circumstances, the TDCC will allocate the respective book-entry interest of such investor in the Notes to the securities book-entry account designated by the investor in the ROC. The Notes will be traded and settled pursuant to the applicable rules and operating procedures of the TDCC and the TPEx as domestic bonds.

In addition, an investor may apply to TDCC (by filing in a prescribed form) to transfer the Notes in its own account with Euroclear or Clearstream to the TDCC account with Euroclear or Clearstream for trading in the ROC or vice versa for trading in markets outside the ROC.

For investors who hold their interest in the Notes through an account opened and held by the TDCC with Euroclear or Clearstream, distributions of principal and/or interest for the Notes to such investors may be made by payment services banks whose systems are connected to the TDCC to the foreign currency deposit accounts of the investors. Such payment is expected to be made on the second Taiwanese business day following the TDCC's receipt of such payment (due to time difference, the payment is expected to be received by the TDCC one Taiwanese business day after the distribution date). However, when the investors will actually receive such distributions may vary depending upon the daily operations of the Taiwan banks with which the investors have the foreign currency deposit account.

Risks Associated With Limited Liquidity Of The Notes

Application will be made for the listing of the Notes on the TPEx. No assurances can be given as to whether the Notes will be, or will remain, listed on the TPEx. If the Notes fail to, or cease to, be listed on the TPEx, certain investors may not invest in, or continue to hold or invest in, the Notes.

INFORMATION MEMORANDUM

HSBC Bank Middle East Limited

(a company limited by shares incorporated in the Dubai International Financial Centre)
as Issuer

U.S.$ 7,000,000,000 DEBT ISSUANCE PROGRAMME

*On 16 November 2004, HSBC Bank Middle East Limited (the "**Issuer**") established a Debt Issuance Programme which is described in this document (the "**Programme**") under which notes (the "**Notes**") may be issued by the Issuer. This document (the "**Information Memorandum**", which expression shall include this document as amended and supplemented from time to time and all information incorporated by reference herein) has been prepared for the purposes of providing disclosure information with regard to the Notes to be admitted to the Official List of the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") and trading on its Global Exchange Market. Euronext Dublin's Global Exchange Market is not a regulated market for the purposes of Directive 2014/65/EU (as amended) ("**MiFID II**"). This Information Memorandum constitutes listing particulars for the purposes of listing on Euronext Dublin's Official List and trading on its Global Exchange Market.*

Investors should note that securities to be admitted to Euronext Dublin's Official List and trading on its Global Exchange Market will, because of their nature, normally be bought and traded by a limited number of investors who are particularly knowledgeable in investment matters.

*In relation to any Notes, this Information Memorandum must be read as a whole and together also with the relevant pricing supplement (the "**Pricing Supplement**"). Any Notes issued under the Programme on or after the date of this Information Memorandum are issued subject to the provisions described herein. This does not affect any Notes already in issue.*

AN INVESTMENT IN THE NOTES INVOLVES CERTAIN RISKS. SEE PAGE 1 FOR RISK FACTORS.

This Information Memorandum does not constitute a prospectus under Directive 2003/71/EC (and amendments thereto) and includes any relevant implementing measure in the Relevant Member State (the "Prospectus Directive"). Application has been made for this Information Memorandum to be approved by Euronext Dublin and the securities to be admitted to Euronext Dublin's Official List and to trading on its Global Exchange Market. The securities issued under this Information Memorandum will not be admitted to trading on any market which is a regulated market for the purposes of MiFID II and, accordingly, no prospectus is required in connection with the issuance of the securities described in this document. Offerings or placements of the Notes under this Information Memorandum will not be made other than in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

*The Notes have not been and will not be registered under the United States Securities Act of 1933 as amended (the "**Securities Act**") or any state securities laws and, unless so registered, may not be offered or sold within the United States or to, or for the benefit of U.S. persons as defined in Regulation S under the Securities Act. The Notes may include Notes in bearer form that are subject to U.S. tax law requirements.*

The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system or will be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.

Notes issued under the Programme may be rated. The rating assigned to an issue of Notes may not be the same as the Issuer's credit rating generally. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency. The rating, if any, of a certain series of Notes to be issued under the Programme and/or details of credit ratings applicable to the Issuer generally may be specified in the relevant Pricing Supplement.

*This Information Memorandum includes details of the long-term and short-term credit ratings assigned to the Issuer by Moody's Investors Service Limited ("**Moody's**") and Fitch Ratings Limited ("**Fitch**"). Each of Moody's and Fitch are established in the European Economic Area ("**EEA**") and are registered as credit rating agencies under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"). Each of Moody's and Fitch are 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 Notes are not deposit liabilities of the Issuer but a structured investment with limited recourse against the Issuer. Accordingly, payments by Noteholders to the Issuer will not constitute a bank deposit and nor will they be covered or insured by any deposit-protection or insurance scheme in any jurisdiction.

*Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates, which may constitute a benchmark under Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**"). If any such reference rate does not constitute such a benchmark, the relevant Pricing Supplement will indicate whether or not the administrator thereof is included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Benchmarks Regulation. Not every reference rate will fall within the scope of the Benchmarks Regulation. Furthermore transitional provisions in the Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Pricing Supplement. The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update any Pricing Supplements to reflect any change in the registration status of the administrator.*

Programme Arranger and Dealer

HSBC

12 July 2018

IMPORTANT NOTICES

The Issuer accepts responsibility for the information contained in this Information Memorandum. To the best of the knowledge and belief of the Issuer, which has taken all reasonable care to ensure that such is the case, the information contained in this Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

The language of this Information Memorandum is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

*The dealer named under "Subscription and Sale" below (the "**Dealers**", which expression shall include any additional dealers appointed under the Programme from time to time) and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which expression shall include any successor to The Law Debenture Trust Corporation p.l.c. as trustee under the trust deed dated 16 November 2004 between, inter alios, the Issuer and the Trustee (such trust deed as last modified and restated by a supplemental trust deed dated 12 July 2018 and as further modified and/or supplemented and/or restated from time to time, the "**Trust Deed**")) have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers or the Trustee as to the accuracy or completeness of the information contained in this Information Memorandum or any document incorporated by reference herein or any further information supplied in connection with any Notes. The Dealers and the Trustee accept no liability in relation to this Information Memorandum or its distribution or with regard to any other information supplied by or on behalf of the Issuer.*

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Information Memorandum and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Trustee or any of the Dealers.

This Information Memorandum is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Trustee or any of the Dealers that any recipient of this Information Memorandum should subscribe for or purchase any of the Notes. Each investor contemplating subscribing for or purchasing Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. No part of this Information Memorandum constitutes an offer or invitation by or on behalf of the Issuer, the Trustee or the Dealers or any of them to any person to subscribe for or to purchase any of the Notes.

*This Information Memorandum has been prepared on the basis that any offer of Notes in any Member State of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering/placement contemplated in this Information Memorandum as completed by a Pricing Supplement in relation to the offer of those Notes may only do so: (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or (ii) by way of a prospectus supplement pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.*

Neither the delivery of this Information Memorandum nor any Pricing Supplement nor the offering, sale or delivery of any Notes shall, in any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof, or that the information contained in this Information Memorandum is correct at any time subsequent to the date hereof or that any other written information delivered in connection herewith or therewith is correct as of any time subsequent to the date indicated in such document. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer or its subsidiary undertakings during the life of the Programme. Investors should review, inter alia, the most recent consolidated financial statements of the Issuer when evaluating the Notes or an investment therein.

It should be remembered that the price of securities and the income from them can go down as well as up. If you are in any doubt about the contents of this Information Memorandum you should consult your stockbroker, bank manager, solicitor, accountant, tax or other financial adviser.

The distribution of this Information Memorandum and the offer or sale of the Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Information Memorandum or any Notes come must inform themselves about, and observe, any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Information Memorandum, see "Subscription and Sale" below.

In this Information Memorandum and in relation to any Notes, references to the "relevant Dealers" are to whichever of the Dealers enters into an agreement for the issue of such Notes as described in "Subscription and Sale" below and references to the "relevant Pricing Supplement" are to the Pricing Supplement relating to such Notes.

In this Information Memorandum, there are, in the "Risk Factors" section below, direct translations into English of characters in Chinese language. In the event of any discrepancy, the Chinese language version shall prevail.

*All references in this Information Memorandum to "**AED**" or "**Dirhams**" are to the lawful currency of the United Arab Emirates, to "**£**", "**pounds**", "**Pounds Sterling**" and "**Sterling**" are to the lawful currency of the United Kingdom, to "**$**", "**dollars**", "**US$**", "**USD**" and "**U.S. dollars**" are to the lawful currency of the United States of America (the "**U.S**"), to "**€**", "**euro**" and "**EUR**" are to the lawful currency of the member states of the European Union that have adopted or adopt the single currency in accordance with the Treaty establishing the European Community, as amended, to "**Japanese Yen**" and "**¥**" are to the lawful currency of Japan and to "**Renminbi**", "**CNY**" and "**RMB**" are to the lawful currency of the People's Republic of China (excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan) ("**PRC**") or, in any such case, to any lawful successor currency from time to time.*

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in the relevant Pricing Supplement may over-allot notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

The Notes may not be a suitable investment for all investors. The Notes may be purchased by investors as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Information Memorandum or any applicable supplement;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or profit payable in one or more currencies, or where the currency for principal or profit payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain investors are subject to legal investment laws and regulations, or review and regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (1) the Notes are legal investments for it; (2) the Notes can be used as collateral for various types of borrowing; and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

MiFID II PRODUCT GOVERNANCE / TARGET MARKET

The relevant Pricing Supplement in respect of any Notes may include a legend entitled "*MiFID II Product Governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of any Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

PRIIPs REGULATION / IMPORTANT – EEA RETAIL INVESTORS

If the relevant Pricing Supplement in respect of any Notes include a legend entitled "*Prohibition of Sales to EEA Retail Investors*", 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 retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended) ("**IMD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently, no key information document required by Regulation (EU) No 1286/2014 (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 retail investor in the EEA may be unlawful under the PRIIPs Regulation.

NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA

This Information Memorandum may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Saudi Arabian Capital Market Authority (the "**CMA**").

The CMA does not make any representations as to the accuracy or completeness of this Information Memorandum, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Information Memorandum. Prospective purchasers of Notes issued under the Programme should conduct their own due diligence on the accuracy of the information relating to the Notes. If a prospective purchaser does not understand the contents of this Information Memorandum he or she should consult an authorised financial adviser.

NOTICE TO RESIDENTS OF THE KINGDOM OF BAHRAIN

In relation to investors in the Kingdom of Bahrain, Notes issued in connection with this Information Memorandum and related offering documents may only be offered in registered form to existing account holders and accredited investors as defined by the Central Bank of Bahrain ("**CBB**") in the Kingdom of Bahrain where such investors make a minimum investment of at least US$ 100,000 or any equivalent amount in another currency or such other amounts as the CBB may determine.

This Information Memorandum does not constitute an offer of securities in the Kingdom of Bahrain in terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006). This Information Memorandum and any related offering documents have not been and will not be registered as a prospectus with the CBB. Accordingly, no securities may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Information Memorandum or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase securities, whether directly or indirectly, to persons in the Kingdom of Bahrain, other than to accredited investors (as such term is defined by the CBB) for an offer outside the Kingdom of Bahrain.

The CBB has not reviewed, approved or registered this Information Memorandum or any related offering documents and it has not in any way considered the merits of the Notes to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this Information Memorandum and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the content of this Information Memorandum.

No offer of Notes will be made to the public in the Kingdom of Bahrain and this Information Memorandum must be read by the addressee only and must not be issued, passed to, or made available to the public generally.

NOTICE TO RESIDENTS OF THE STATE OF QATAR

The Notes have not and will not be offered, delivered or sold, directly or indirectly, in the State of Qatar (including the Qatar Financial Centre), except: (a) in compliance with all applicable laws and regulations of the State of Qatar; and (b) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in the State of Qatar. This Information Memorandum has not been reviewed or approved by the Qatar Central Bank, the Qatar Stock Exchange, the Qatar Financial Centre Regulatory Authority or the Qatar Financial Markets Authority and is only intended for specific recipients, in compliance with the foregoing.

HOW TO USE THIS DOCUMENT

This document gives information relating to the Programme, the Issuer and the various types of Notes issued under the Programme. Notes issued under the Programme may include, *inter alia*, Notes whose return is linked to: currencies ("**Currency-Linked Notes**"); the credit of one or more entities ("**Credit-Linked Notes**"); interest rates ("**Interest Rate-Linked Notes**"); or a security, a basket of securities or one or more indices or the performance thereof over a defined period ("**Equity-Linked Notes**", "**Cash Equity Notes**" or "**Index-Linked Notes**"). Notes may also be linked to more than one of these variables above.

All investors and prospective investors should read the information contained in this Information Memorandum, including but not limited to the sections of this Information Memorandum entitled "*Risk Factors*", "*Information Incorporated by Reference*", "*Terms and Conditions of the Notes*", "*Pro Forma Pricing Supplement*", "*Forms of Notes; Summary of Provisions Relating to the Notes While in Global Form*", "*Clearing and Settlement*", "*Use of Proceeds*", "*Taxation*", "*Subscription and Sale*" and "*General Information*" (the "**General Provisions**").

All investors and prospective investors in Currency-Linked Notes should read the General Provisions, the "*Additional Terms and Conditions relating to Currency-Linked Notes*" and the "*Product Description relating to Currency-Linked Notes*", together with the relevant Pricing Supplement for the particular series of Currency-Linked Notes.

All investors and prospective investors in Interest Rate-Linked Notes should read the General Provisions, and the "*Product Description relating to Interest Rate-Linked Notes*", together with the relevant Pricing Supplement for the particular series of Interest Rate-Linked Notes.

All investors and prospective investors in Credit-Linked Notes should read the General Provisions, the "*Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)*" and the applicable section of the "*Product Description relating to Credit-Linked Notes*", together with the relevant Pricing Supplement for the particular series of Credit-Linked Notes.

All investors and prospective investors in Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes should read General Provisions, the "*Additional Terms and Conditions relating to Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes*" and the "*Product Description relating to Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes*", together with the relevant Pricing Supplement for the particular series of Equity-Linked Notes, Cash Equity Notes or Index-Linked Notes.

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RISK FACTORS

Prospective investors in the Notes should read the entire Information Memorandum (and where appropriate the relevant Pricing Supplement). The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which the Issuer believes are material for the purpose of investing in the debt or derivative securities of the Issuer and assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks relating to the Notes issued under the Programme, but the value of the Notes may be affected by other factors which may not be considered significant risks by the Issuer based on the information currently available to it or which it may not currently be able to anticipate. The Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive.

Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Information Memorandum have the same meanings in this section. Investing in Notes involves certain risks. Prospective investors should consider, among other things, the following:

RISKS RELATING TO THE ISSUER

A description of the risk factors relating to the Issuer and its business and operations that may affect the ability of the Issuer to fulfil its obligations to the Noteholders in relation to the Notes issued under the Programme is set out below:

Macroeconomic and geopolitical risk

Current economic and market conditions could materially adversely affect the Issuer

The Issuer's earnings are affected by global and local economic and market conditions. In recent years, global markets have experienced difficult conditions of varying intensity.

As at the date of this Information Memorandum, the global macroeconomic climate remains volatile. Investor confidence in international debt and equity markets (and, in turn, the performance of those markets) could be adversely impacted by recent political events. In particular, the United Kingdom's "leave" vote in the June 2016 referendum on its membership of the European Union ("**EU**") and the election of Donald J. Trump as President of the United States has resulted in periods of significant under and (as applicable) over performance in financial markets including, for example, the strong performance of U.S. equities in the period since the Trump administration came into office. Additionally, the impact of "Brexit" on the general political and macro-economic conditions in the United Kingdom and across the EU is expected to continue to be significant until the precise terms of the United Kingdom's exit from the EU become clearer. The recent decision of the Trump administration to pull the U.S. out of the Joint Comprehensive Plan of Action on Iran's nuclear programme could have an impact on the geopolitical environment in the Middle East, North Africa and Turkey ("**MENAT**") region.

Movements in global interest rates have also continued to be unpredictable. The decision of the U.S. Federal Reserve to raise interest rates in December 2015 for the first time since 2006, and again in December 2016, March 2017, June 2017, December 2017, March 2018 and June 2018, with further rate rises expected during 2018, will likely further exacerbate the reduced liquidity environment and contribute to the prevailing mood of economic uncertainty. Any slowdown in the global economic environment, together with any reduction in Governmental spending and the likely impact on the level of economic activity in Dubai and the United Arab Emirates ("**UAE**"), may have an adverse effect on the Issuer's credit risk profile.

At a regional level, and notwithstanding the partial correction in global crude oil prices through 2016 and 2017 (according to the OPEC website, the average price of the OPEC Reference Basket was approximately U.S.$51.67 per barrel for the year ended 31 December 2016 and approximately U.S.$62.06 per barrel for the year ended 31 December 2017), the oil-producing economies of the Gulf Co-operation Council ("**GCC**") states, including the UAE, have continued to be affected by budget deficits, a decrease in fiscal revenues and consequent lower public spending seen in 2016 and 2017. Government fiscal deficits have resulted in weakened net asset positions, larger external financing needs and/or continued lower government spending. This has resulted in the downgrading, or placing on "creditwatch", of a number of GCC sovereigns including, particularly, the State of Qatar, the Sultanate of Oman and the Kingdom of Bahrain.

In the UAE, the prevailing low oil price environment has stimulated a federal government led policy of rationalisation of fiscal spending which, in turn, has led to an ongoing transformation within the UAE economy. The federal government has scaled back capital transfers to government-related entities, cut government investment, raised electricity and water tariffs and removed fuel subsidies.

Further, with effect from 1 January 2018, the federal government has introduced a value-added tax ("**VAT**") regime in the UAE at a rate of 5 per cent as part of a GCC wide agreement. VAT in the UAE applies on most goods and services. Financial and banking services are subject to VAT on explicit fees and commission charges. Certain financial charges are exempt from VAT. Under the UAE VAT regime, services provided to clients resident outside the GCC will be subject to 0% VAT whereas services received from foreign vendors will trigger 5% VAT (following the destination principle). These significant fiscal reforms have become an integral part of a broader federal government strategy aimed at reducing fiscal expenditure generally and fiscal dependency on hydrocarbon related revenues. When taken in totality with the ongoing oil price volatility, the diversion of significant fiscal revenues to the Saudi Arabian led military intervention in the Republic of Yemen since 2015 and domestic job losses in both the private and public sectors across the UAE (and particularly within Abu Dhabi), the impact on the UAE economy since early 2015 has been, and is expected to continue to be, significant.

Further, and in response to the ongoing volatility through 2015 and 2016, certain regional oil producing countries that have traditionally "pegged" their domestic currencies to the U.S. dollar have faced pressure to remove these foreign exchange "pegs". During 2015, each of Kazakhstan, Egypt and Azerbaijan chose to unwind the U.S. dollar peg of their domestic currencies. Whilst we are not aware that any GCC country intends on de-pegging (the Central Bank of the UAE (the "**UAE Central Bank**") has, as recently as June 2016, re-iterated its intention to retain the UAE dirham peg against the U.S. dollar), there remains a risk that any such future de-pegging by the GCC states (in the event that the current challenging market conditions or the volatility in global crude oil prices seen since mid-2014 persist for a prolonged period) may pose a systemic risk to the regional banking systems by virtue of the inevitable devaluation of any such de-pegged currency against the U.S. dollar and the impact this would have on the open cross-currency positions held by regional banks.

These challenging market conditions have historically resulted in reduced liquidity, greater volatility, widening of credit spreads and lack of price transparency in credit and capital markets. Adverse market conditions have impacted investment markets both globally and in the MENAT region, including adverse changes and increased volatility in interest rates and exchange rates and decreased returns from equity, property and other investments. The financial performance of the Issuer may be materially and adversely affected by a worsening of general economic conditions in the markets in which the Issuer operates, as well as by United States, European and international trading market conditions and/or related factors.

Uncertain and at time volatile economic conditions can create a challenging operating environment for financial services companies such as the Issuer. In particular the Issuer may face the following challenges to its operations and operating model in connection with challenging market conditions:

- the demand for borrowing from creditworthy customers may diminish if economic activity slows or remains subdued;
- if interest rates begin to increase, consumers and businesses may struggle with the additional debt burden, which could lead to increased delinquencies, expected credit losses/loan impairment charges;
- the Issuer's ability to borrow from other financial institutions or to engage in funding transactions may be adversely affected by market disruption;
- market developments may depress consumer and business confidence beyond expected levels. If economic growth is subdued, for example, asset prices and payment patterns may be adversely affected, leading to greater than expected increases in the Issuer's delinquencies, default rates, expected credit losses/loan impairment charges. However, if growth is too rapid, new asset valuation

bubbles could appear, particularly in the real estate sector, with potentially negative consequences for financial institutions, such as the Issuer; and

- a rise in protectionism, including as may be driven by populist sentiment and structural challenges facing developed economies, which could contribute to weaker global trade, potentially affecting the Issuer's traditional lines of business. If capital flows are increasingly disrupted, some emerging markets may also impose protectionist measures that could affect financial institutions and their clients.

The occurrence of any of these events or circumstances could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects, as well as the Issuer's customers.

The Issuer is subject to political risks in the countries in which the Issuer operates, including the risk of government intervention and high levels of indebtedness

The Issuer operates through an international network of subsidiaries, branches and affiliates. The Issuer's operations are subject to potential unfavourable political developments (which may include coups and/or civil wars), currency fluctuations, social instability and changes in government policies in the countries in which the Issuer operates and where the Issuer has exposure. In addition, rising protectionism and the increased trend of using trade and investment policies as diplomatic tools may also adversely affect global trade flows.

While the UAE is seen as a relatively stable political environment, certain other jurisdictions in the Middle East are not and there is a risk that regional geopolitical instability could impact the UAE. Instability in the Middle East may result from a number of factors, including government or military regime change, civil unrest or terrorism. In particular, since early 2011, there has been political unrest in a range of countries in the MENAT region, including Egypt, Algeria, Jordan, Libya, Bahrain, Saudi Arabia, Yemen, the Republic of Iraq (Kurdistan), Syria, Palestine, Turkey, Tunisia and Oman.

This unrest has ranged from public demonstrations to, in extreme cases, armed conflict (including the multinational conflict with Islamic State (also known as Daesh, ISIS or ISIL)) and the overthrow of existing leadership and has given rise to increased political uncertainty across the region. Further, the UAE, along with other Arab states, is currently participating in the Saudi Arabian led intervention in the Republic of Yemen which began in 2015 in response to requests for assistance from the Yemeni government. The UAE is also a member of another Saudi Arabian led coalition formed in December 2015 to combat Islamic extremism and, in particular, Islamic State. These situations have caused significant disruption to the economies of affected countries and have had a destabilising effect on international oil and gas prices. In addition, in June 2017, the UAE, along with Saudi Arabia, Bahrain and Egypt, ended diplomatic ties with the State of Qatar while in May 2018 the State of Qatar announced a ban on goods from the UAE, Saudi Arabia, Bahrain and Egypt. Though the effects of the uncertainty have been varied, it is not possible to predict the occurrence of events or circumstances such as war or hostilities, the cessation of diplomatic ties, or the impact of such occurrences, and no assurance can be given that the UAE would be able to sustain its current economic growth levels if adverse political events or circumstances were to occur. Continued instability affecting the countries in the MENAT region could adversely impact the UAE, although to date there has been no significant impact on the UAE.

Any unfavourable political events or developments could result in deteriorating business, consumer and/or investor confidence leading to reduced levels of client activity and consequently a decline in revenues and/or higher costs; foreign exchange losses; mark to market losses in trading books resulting from adjustments to credit ratings, share prices and counterparty solvency; or higher levels of expected credit losses/impairment and rates of default. Such consequences could have a material adverse effect on the Issuer's business, its financial condition and prospects, the results of the Issuer's operations and/or the Issuer's customers.

The Issuer's financial results are affected by changes in foreign currency exchange rates

The Issuer prepares its consolidated financial statements in U.S. dollars, but a substantial portion of the Issuer's assets, liabilities, revenues and expenses are denominated in other currencies. Changes in foreign exchange rates may have an effect on the Issuer's reported income, expenses, cash flows, assets and liabilities and shareholders' equity and accordingly could have a material adverse effect on the Issuer's business, its financial condition and prospects, the results of the Issuer's operations and/or the Issuer's customers.

Macro-prudential, regulatory and legal risks to the Issuer's business model

Failure of the Issuer's group parent company or any of the Issuer's affiliates to adhere to obligations that arose following the expiry of the deferred prosecution agreement could have a material adverse effect on the Issuer's results and operations

In December 2012, HSBC Holdings plc ("**HSBC Holdings**"), the Issuer's parent company, entered into agreements with U.S. and United Kingdom government and regulatory agencies regarding past inadequate compliance with the Bank Secrecy Act, anti-money laundering ("**AML**") and sanctions laws. Among those agreements, HSBC Holdings entered into a five-year deferred prosecution agreement with, among others, the U.S. Department of Justice ("**DoJ**") (the "**AML DPA**") and HSBC Holdings consented to a cease and desist order and a civil money penalty order with the Federal Reserve Bank ("**FRB**"). HSBC Holdings also entered into an agreement with the Office of Foreign Assets Control ("**OFAC**") regarding historical transactions involving parties subject to OFAC sanctions, as well as an undertaking with the United Kingdom Financial Conduct Authority (the "**FCA**") to comply with certain forward-looking AML and sanctions-related obligations.

Under these agreements, the HSBC Holdings and its consolidated subsidiaries ("**HSBC Group**") made payments totalling U.S.$ 1.9 billion to U.S. authorities and undertook various further obligations, including, among others, to retain an independent compliance monitor (who is, for FCA purposes, a 'skilled person' under section 166 of the Financial Services and Markets Act 2000) to produce annual assessments of the HSBC Group's AML and sanctions compliance programme (the "**Monitor**"). Under the cease and desist order issued by the FRB in 2012, the Monitor also serves as an independent consultant to conduct annual assessments. In February 2018, the Monitor delivered his fourth annual follow-up review report.

Through his country-level reviews, the Monitor identified potential anti-money laundering and sanctions compliance issues that the HSBC Group is reviewing further with the DoJ, FRB and/or FCA. In particular, the DoJ is investigating the HSBC Group's handling of a corporate customer's accounts. In addition, the U.S. Department of Treasury Financial Crimes Enforcement Network (FinCEN) as well as the Civil Division of the U.S. Attorney's Office for the Southern District of New York are investigating the collection and transmittal of third-party originator information in certain payments instructed over the HSBC Group's proprietary payment systems. The FCA is also conducting an investigation into HSBC Bank plc's compliance with United Kingdom money laundering regulations and financial crime systems and controls requirements. The HSBC Group is cooperating with all of these investigations.

In December 2017, the AML DPA expired and the charges deferred by the AML DPA were dismissed. The Monitor will continue working in his capacity as a skilled person and independent consultant for a period of time at the FCA's and FRB's discretion.

The Issuer is subject to a number of legal and regulatory actions and investigations, the outcomes of which are inherently difficult to predict

The Issuer faces significant legal and regulatory risks in its business. See "*Unfavourable legislative or regulatory developments, or changes in the policy of regulators or governments could materially adversely affect the Issuer*" and "*Failure of the Issuer's group parent company or any of the Issuer's affiliates to adhere to its obligations that arose following the expiry of the deferred prosecution agreement could have a material adverse effect on the Issuer's results and operations*".

The volume and amount of damages claimed in litigation, regulatory proceedings and other adversarial proceedings against financial institutions are increasing for many reasons, including a substantial increase in the number of regulatory changes taking place globally, increased media attention and higher expectations from regulators and the public. In addition, criminal prosecutions of financial institutions for, among other things, alleged conduct, breaches of AML and sanctions regulations, anti-trust violations, market manipulation, aiding and abetting tax evasion, and providing unlicensed cross-border banking services, have become more commonplace and may increase in frequency due to increased media attention and higher expectations from prosecutors and the public.

The Issuer continues to be subject to a number of material legal proceedings, regulatory actions and investigations including, for example in relation to the HSBC Group's historical foreign exchange sales and trading activities, which concluded with the entry by HSBC Holdings into a deferred prosecution agreement with the Criminal Division of the U.S. Department of Justice (the "**FX DPA**") (see Note 33 ("*Legal proceedings and regulatory matters*") on pages 59 to 61 of the 2017 Annual Report and Accounts for further details). It is inherently difficult to predict the outcome of many of the legal, regulatory and other adversarial proceedings involving the Issuer's businesses, particularly those cases in which the matters are brought on behalf of various classes of claimants, seek damages of unspecified or indeterminate amounts or involve novel legal claims. Additionally, potential consequences of breaching the FX DPA could include the imposition of additional terms and conditions on the Issuer, an extension of the agreement or the criminal prosecution of the Issuer, which could, in turn, entail further financial penalties and collateral consequences. Moreover, the Issuer and its subsidiary undertakings may face additional legal proceedings, investigations or regulatory actions in the future (including criminal), including in other jurisdictions and/or with respect to matters similar to, or broader than, the existing legal proceedings, investigations or regulatory actions.

An unfavourable result in one or more of these proceedings could result in the Issuer and its subsidiary undertakings incurring significant expense, substantial monetary damages, loss of significant assets, other penalties and injunctive relief, potential regulatory restrictions on the Issuer's business and/or a negative effect on the Issuer's reputation, any of which could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

In addition, any prosecution of HSBC Holdings or one or more of its subsidiaries could result in substantial fines, penalties and/or forfeitures and could have a material adverse effect on the Issuer's business, financial condition, results of operations, prospects and reputation, including the potential loss of key licences, requirements to exit certain businesses and withdrawal of funding from depositors and other stakeholders.

Unfavourable legislative or regulatory developments or changes in the policy of regulators or governments could materially adversely affect the Issuer

The Issuer's businesses are subject to on-going regulation and associated regulatory risks, including the effects of changes in the laws, regulations, policies, guidance, voluntary codes of practice and their interpretations in the UAE and the other markets in which the Issuer operates ("**Regulations**"). These Regulations include the Dubai International Financial Centre ("**DIFC**") Law No. 1 of 2004 as amended and the relevant subsidiary regulations of the Dubai Financial Services Authority (the "**DFSA**") and the banking regulations of the countries in which the Issuer operates. This is particularly so in the current environment, where the Issuer expects government and regulatory intervention in the banking sector to remain high for the foreseeable future. Additionally, many of these changes increasingly have an effect beyond the country in which they are enacted, as Regulations increasingly have extra-territorial effect or the Issuer's operations mean that the Issuer is obliged to give effect to local Regulations on a wider basis.

Additionally, the Issuer may be indirectly affected by the impact of regulations to which its counterparties and affiliates are subject in their respective jurisdictions, to the extent that such regulations adversely affect counterparties' ability to meet their contractual obligations to the Issuer in transactions entered into with the Issuer.

More stringent regulatory requirements, including further capital, liquidity and funding requirements, and adjustments in the use of models for measuring risk, together with expected restrictions on outsourcing and use of data, may adversely affect elements of the Issuer's business, particularly if capital requirements are increased and/or the operating model for the provision of services is required to change to address such regulatory developments..

Regulations may come into force in the UAE without being made publicly available until after their implementation date or which may require the passing of further regulations or the provision of guidance before it is fully clear how such Regulations will impact the Issuer's business.

There may be changes in Regulations, or in their interpretation or enforcement, or in how new Regulations are implemented. Further, there may be uncertainty and lack of international regulatory coordination as enhanced supervisory standards are developed and implemented. These developments are expected to continue to change the way in which the Issuer is regulated and supervised and could affect the manner in which the Issuer conducts its business activities, manages its capital requirements, assesses its risk management practices, or how the Issuer's group parent company is structured, all of which could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

The Issuer may not manage risks associated with the replacement of benchmark indices effectively.

The expected replacement of the London Interbank Offered Rate ("**LIBOR**") and other benchmark rates with alternative benchmark rates introduces a number of risks for the Issuer, its clients, and the financial services industry more widely. This includes, but is not limited to:

- legal risks, as changes required to documentation for new and existing transactions may be required;
- financial risks, arising from any changes in the valuation of financial instruments linked to benchmark rates;
- pricing risks, as changes to benchmark indices could impact pricing mechanisms on some instruments;
- operational risks, due to the potential requirement to adapt informational technology systems, trade reporting infrastructure and operational processes; and
- conduct risks, relating to communication with potential impact on customers, and engagement during the transition period.

The replacement of benchmarks together with the timetable and mechanisms for implementation have not yet been confirmed by central banks. Accordingly, it is not currently possible to determine whether, or to what extent, any such changes would affect the Issuer. However, the implementation of alternative benchmark rates may have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

The Issuer is subject to tax-related risks in the countries in which it operates

The Issuer is subject to the substance and interpretation of tax laws in all countries in which the Issuer operates and is subject to routine review and audit by tax authorities in relation thereto. The Issuer's interpretation or application of these laws may differ from those of the relevant tax authorities and the Issuer provides for potential tax liabilities that may arise on the basis of the amounts expected to be paid to the tax authorities. The amounts ultimately paid may differ materially from the amounts provided for, depending on the ultimate resolution of such matters. Changes to tax law, tax rates and penalties for failing to comply could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

Risks related to the Issuer's business operations, governance and internal control systems including compliance

The delivery of the Issuer's strategic actions is subject to execution risk

Robust management of critical time-sensitive and resource-intensive projects is required to effectively deliver the Issuer's strategic priorities. The Issuer continues to implement a number of externally driven regulatory programmes and the magnitude and complexity of the projects required to meet these demands present heightened execution risk. The cumulative impact of the collective change initiatives underway within the HSBC Group is significant and has direct implications on resourcing. In addition, the completion of these strategic actions is subject to economic and market conditions, which may be negatively affected as described under "*Macroeconomic and geopolitical risk—Current economic and market conditions could materially adversely affect the Issuer*". The failure to successfully deliver key strategic actions or other regulatory programmes could have a significant impact on the Issuer's business, financial condition, results of operations and prospects.

These factors could adversely affect the successful delivery of the Issuer's strategic priorities, as well as have both adverse financial and reputational implications, all of which could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

The Issuer may fail to increase the collaboration and/or the business synergies required to achieve its growth strategy

Key to achieving the HSBC Group's growth strategy is increasing the number of HSBC Group products held by the Issuer's customers through collaboration and driving synergies across its global businesses to grow revenue and earnings. Key opportunities for collaborations and to drive business synergies arise amongst the Issuer's Commercial Banking, Global Banking and Markets and Retail Banking and Wealth Management business lines (together with the HSBC Group's private bank, HSBC Private Bank (Suisse) SA), which are areas where many of the HSBC Group's competitors also focus. In both instances, this may limit the Issuer's ability to collaborate across business lines to sell additional products to its customers or may influence it to sell its products at lower prices, reducing its net interest income and revenue from its fee-based products. A failure to deliver the collaboration and/or business synergies required to achieve its growth strategy could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

The Issuer operates in markets that are highly competitive

The Issuer competes with other financial institutions in a highly competitive industry that continues to undergo significant changes as a result of financial regulatory reform, as well as, increased public scrutiny stemming from the financial crisis and continued challenging economic conditions.

The Issuer targets internationally mobile clients who need sophisticated global solutions and generally competes on the basis of the quality of the Issuer's customer service, the wide variety of products and services that the Issuer can offer its customers and the ability of those products and services to satisfy the Issuer's customers' needs, the extensive distribution channels available for the Issuer's customers, the Issuer's innovation and its reputation. Continued and increased competition in any one or all of these areas may negatively affect the Issuer's market share and/or cause the Issuer to increase its capital investment in its businesses in order to remain competitive. Additionally, the Issuer's products and services may not be accepted by its targeted clients.

In many markets, there is increased competitive pressure to provide products and services at current or lower prices. Consequently, the Issuer's ability to reposition or re-price its products and services from time to time may be limited and could be influenced significantly by the actions of the Issuer's competitors who may or may not charge similar fees for their products and services. Any changes in the types of products and services that the Issuer offers its customers and/or the pricing for those products and services could result in a loss of customers and market share.

Further, new entrants to the market or new technologies could require the Issuer to spend more to modify or adapt its products to attract and retain customers. The Issuer may not respond effectively to these competitive threats from existing and new competitors, and the Issuer may be forced to increase its investment in its business to modify or adapt its existing products and services or develop new products and services to respond to the Issuer's customers' needs.

As a result, continued or increased competition could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

The Issuer's operations are highly dependent on the Issuer's information technology systems, which are subject to failures resulting from internet crimes, cyber-attacks or otherwise

The reliability and security of the Issuer's information and technology infrastructure and the Issuer's customer databases are crucial to maintaining the service availability of banking applications and processes and to protecting the Issuer's brand. The proper functioning of the Issuer's payment systems, financial control, risk management, credit analysis and reporting, accounting, customer service and other information technology systems, as well as the communication networks between the Issuer's branches and main data processing centres, are critical to the Issuer's operations.

The Issuer is increasingly exposed to fraudulent and criminal activities as a result of increased usage of internet and mobile services by customers. The Issuer also faces the risk of breakdowns in processes or procedures and systems failure or unavailability, and its business is subject to disruption from events that are wholly or partially beyond its control, such as internet crime and acts of terrorism.

Critical system failure, any prolonged loss of service availability or any material breach of data security, particularly involving confidential customer data, could cause serious damage to the Issuer's ability to service its clients, could breach regulations under which the Issuer operates and cause long-term damage to the Issuer's business and brand that could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

Moreover, the threat from internet crimes and cyber-attacks remains a concern for the Issuer's organisation and failure to protect the Issuer's operations from future internet crime or cyber-attacks may result in financial loss and/or loss of customer data or other sensitive information that could undermine the Issuer's reputation and its ability to attract and keep customers. They may also lead to potentially large costs to rectify any issues and reimburse losses incurred by customers.

Ransomware and distributed denial of service ("**DDOS**") attacks are an increasingly dominant threat across the industry. In 2017, the HSBC Group was subjected to a small number of DDOS attacks on its external-facing websites across the HSBC Group and no ransomware attacks.

Although cyber-attacks in 2017 had a negligible effect on the Issuer's customers, services or firm, due to the increasing sophistication of cyber-attacks there is the potential for future attacks to have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

The Issuer's risk management measures may not be successful

The management of risk is an integral part of all the Issuer's activities. Risk constitutes the Issuer's exposure to uncertainty and the consequent variability of return. Specifically, risk equates to the adverse effect on profitability or financial condition arising from different sources of uncertainty, including retail and wholesale credit risk, market risk, non-traded market risk, operational risk, insurance risk, concentration risk, liquidity and funding risk, litigation risk, conduct risk, reputational risk, strategic risk, pension obligation risk and regulatory risk. While the Issuer employs a broad and diversified set of risk monitoring and mitigation techniques, such methods and the judgements that accompany their application cannot anticipate every unfavourable event or the specifics and timing of every outcome. Failure to manage risks appropriately could have an adverse effect on the Issuer's income, cash flows and the value of assets and liabilities, which could have a material adverse effect on the Issuer's business, financial condition, results of operations, prospects and reputation.

Operational risks are inherent in the Issuer's business

The Issuer is exposed to many types of operational risk that are inherent in banking operations, including fraudulent and other criminal activities (both internal and external), breakdowns in processes or procedures and systems failure or non-availability. These risks are also present when the Issuer relies on outside suppliers or vendors to provide services to the Issuer and the Issuer's customers. These operational risks could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

The Issuer's operations are subject to the threat of fraudulent activity

Fraudsters may target any of the Issuer's products, services and delivery channels, including lending, internet banking, payments, bank accounts and cards. This may result in financial loss to the Issuer, an adverse customer experience, reputational damage and potential regulatory action depending on the circumstances of the event. Any manifestation of such risks could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

The Issuer's operations are subject to disruption from the external environment

The Issuer operates in many geographic locations that are subject to events outside the Issuer's control. These events may be acts of God such as natural disasters and epidemics, geopolitical risks including acts of terrorism, political instability and social unrest and infrastructure issues such as transport or power failure. These events may give rise to disruption to the Issuer's services and/or result in physical damage and/or loss of life, which could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

The Issuer may fail to adequately manage its third party suppliers and service providers

The Issuer places reliance on third-party firms for the supply of goods and services or outsourcing of certain activities. There has been increased scrutiny by global regulators of the use by financial institutions of third-party service providers, including how outsourcing decisions are made and how the key relationships are managed. For instance, we anticipate the UAE regulator introducing regulations on the use of data and outsourcing more generally, which may impact the way certain services are provided by the Issuer in the MENAT region. As these regulations are not in force yet, it is difficult to quantify what impact they will have on the Issuer and its business. Risks arising from the use of third-party service providers may be less transparent and therefore more challenging to manage or influence. The risk of inadequate management of risks associated with the use of significant third-party service providers could lead to a failure to meet the Issuer's operational and business requirements which, in turn, may involve regulatory breaches, financial crime, loss of confidential information, civil or monetary penalties or damage both to shareholder value and to the Issuer's reputation/brand image. Any such failure could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

The Issuer's data management policies and processes may not be sufficiently robust.

Critical business processes undertaken by the Issuer rely on large volumes of data from a number of different systems and sources. If data governance (including retention and deletion), data quality and data architecture policies and procedures are not sufficiently robust, manual intervention, adjustments and reconciliations may be required to reduce the risk of error in reporting to senior management or regulators. Inadequate policies and processes may also affect the Issuer's ability to use data to service customers more effectively and/or improve our product offering. Moreover, financial institutions that fail to comply with the principles for effective risk data aggregation and risk reporting as set out by the Basel Committee on Banking Supervision by the required deadline may face supervisory measures. In addition, failure to comply with any new global or regional data privacy requirements, where applicable, may result in regulatory sanctions. Any of these inadequacies or failures could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

The Issuer's operations have inherent reputational risk

Reputational risk is the risk of failure to meet stakeholder expectations as a result of any event, behaviour, action or inaction, either by the Issuer, its employees or those with whom it is associated. This might cause stakeholders to form a negative view of the Issuer and the HSBC Group and may result in financial or non-financial effects or loss of confidence in the Issuer. Reputational risk relates to stakeholders' perceptions, whether fact-based or otherwise. Stakeholders' expectations change constantly and so reputational risk is dynamic and varies between geographical regions, groups and individuals. Any material lapse in standards of integrity, compliance, customer service or operating efficiency may represent a potential reputational risk.

Modern technologies, in particular online social media channels and other broadcast tools which facilitate communication with large audiences in short time frames and with minimal costs, may significantly enhance and accelerate the impact of damaging information and allegations. Reputational risk could also arise from negative public opinion about the actual, or perceived, manner in which the Issuer conducts its business activities, or financial performance, as well as actual or perceived practices in the banking and financial services industry generally. Negative public opinion may adversely affect the Issuer's ability to keep and attract customers, in particular, corporate and retail depositors, and retain and motivate staff, and could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

The Issuer is subject to the risk of employee misconduct and non-compliance with regulations and policies

The Issuer's businesses are exposed to risk from potential non-compliance with regulations and policies, including the "HSBC Values" (the HSBC Values describe how the Issuer's employees should interact with each other and with customers, regulators and the wider community, see "*Risk Management*" on pages 66 to 67 of the Issuer group parent company's Annual Report and Accounts for the year ended 31 December 2017 (https://www.hsbc.com/investor-relations/group-results-and-reporting/annual-report) for further details) and related behaviours, and employee misconduct, such as fraud or negligence, all of which could result in regulatory sanctions or reputational or financial harm. In recent years, a number of multinational financial institutions have suffered material losses due to the actions of 'rogue traders' or other employees. It is not always possible to deter employee misconduct and the precautions the Issuer takes to prevent and detect this activity may not always be effective. Any manifestation of this risk could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

Failure of the Issuer to recruit, retain and develop appropriate senior management and skilled personnel could have a material adverse effect on the Issuer

The cumulative workload arising from a regulatory reform programme that is often extra-territorial and still evolving is hugely consumptive of human resources, placing increasingly complex and conflicting demands on a workforce where the required expert capabilities are in short supply and globally mobile.

Moreover, certain regulatory changes may affect the Issuer's ability to attract and/or retain employees. For example, changes in remuneration policy and practice resulting from the new regulations under EU Capital Requirements Directive and Regulation ("**CRD IV**") apply globally to all employees of the HSBC Group. The key change is the application of a cap on variable pay that can be paid to any "**material risk-taker**" (being employees who have been identified as having a material impact on the institution's risk profile). This presents significant challenges given that, as a worldwide business, a significant number of the HSBC Group's material risk-takers are based outside the EU. In addition, the policy statement issued by the United Kingdom Prudential Regulation Authority (the "**PRA**") extends its Remuneration Code to require all PRA authorised firms to apply clawback to vested/paid variable remuneration on an HSBC Group-wide basis for any material risk takers receiving variable pay from 1 January 2015. Furthermore, the PRA and the FCA have introduced in the United Kingdom the Senior Managers and Certification regimes and the related Rules of Conduct (the detail of which is currently subject to consultation), which are intended to set clearer expectations of the accountabilities and behaviour of both senior and more junior employees. However, there are a number of uncertainties around the precise impact of these regimes at present (including on more senior employees, on non-United Kingdom based employees and on non-executive directors).

The Issuer's continued success depends in part on the retention of key members of its management team and wider employee base. The ability to continue to attract, train, motivate and retain highly qualified professionals is a key element of the Issuer's strategy. The successful implementation of the Issuer's growth strategy depends on the availability of skilled management in each of its business units, which may depend on factors beyond the Issuer's control, including economic, market and regulatory conditions.

If one of the Issuer's business units fails to staff its operations appropriately or loses one or more of its key senior executives, and fails to successfully replace them in a satisfactory and timely manner, or fails to implement successfully the organisational changes required to support the Issuer's business, this could place the Issuer at a significant competitive disadvantage and prevent the Issuer from successfully implementing its strategy, which could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations

The Issuer's financial statements are based in part on judgments, estimates and assumptions that are subject to uncertainty

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of assets, liabilities, income and expenses. Estimates, judgments and assumptions are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected. Due to the inherent uncertainties in making estimates, judgments and assumptions, particularly those involving the use of complex models, actual results reported in future periods may differ from those reported in prior periods. The accounting policies deemed critical to the Issuer's results and financial position, based upon materiality and significant judgements and estimates, include expected credit losses/impairment of loans and advances, valuation of intangible assets recognised in business combinations, valuation of financial instruments and provisions for liabilities, which constitute critical accounting estimates and judgements with respect to the Issuer's consolidated financial statements.

An example of where the inherent uncertainty in making estimates, judgements and assumptions may cause actual results reported in future periods to differ from those reported in prior periods is in relation to the valuation of financial instruments measured at fair value, which can be subjective, in particular where models are used that include unobservable inputs. Given the uncertainty and subjectivity associated with valuing such instruments, future outcomes may differ materially from those assumed using information available at the reporting date.

Changes in estimates, judgments or assumptions used in the preparation of the Issuer's future financial statements from estimates, judgments or assumptions used in prior periods could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

The Issuer could incur losses or be required to hold additional capital as a result of model limitations or failure

The Issuer uses models for a range of purposes in managing its business, including regulatory capital calculations, stress testing, credit approvals, calculation of expected credit losses/loan impairment charges on an IFRS 9 basis, financial crime and fraud risk management and financial reporting. The Issuer could face adverse consequences as a result of decisions that may lead to actions by management, based on models that are poorly developed, implemented or used, or as a result of the modelled outcome being misunderstood or the use of such information for purposes for which it was not designed.

Regulatory scrutiny and supervisory concerns over banks' use of models is considerable, particularly the internal models and assumptions used by banks in the calculation of regulatory capital. If regulatory approval for key capital models is not achieved in a timely manner, the Issuer could be required to hold additional capital.

Risks arising from use of models, including reputational, could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

Third parties may use the Issuer as a conduit for illegal activities without the Issuer's knowledge

The Issuer is required to comply with applicable AML laws and regulations and has adopted various policies and procedures, including internal control and 'know-your-customer' procedures, aimed at preventing use of the Issuer's products and services for the purposes of committing or concealing a financial crime. A major focus of US and United Kingdom government policy relating to financial institutions in recent years has been combating money laundering and enforcing compliance with US and EU economic sanctions. This focus is reflected in part by agreements between members of the HSBC Group with US and United Kingdom authorities relating to various investigations regarding past inadequate compliance with AML and sanctions laws.

These agreements do not preclude additional enforcement actions by bank regulatory, governmental or law enforcement agencies or private litigation. A number of the remedial actions have been taken as a result of the matters related to HSBC Holdings' expired U.S. deferred prosecution agreement with the U.S. Department of Justice, which are intended to ensure that the HSBC Group's businesses are better protected in respect of these risks. However, there can be no assurance that these will be completely effective. Moreover, in relevant situations and where permitted by regulation, the Issuer may rely upon certain counterparties to maintain and properly apply their own appropriate AML procedures. While permitted by regulation, such reliance may not be effective in preventing third parties from using the Issuer (and the Issuer's relevant counterparties) as a conduit for money laundering, including illegal cash operations, without the Issuer's (and its relevant counterparties') knowledge. Becoming a party to money laundering, association with, or even accusations of being associated with, money laundering will damage the Issuer's reputation and could make it subject to fines, sanctions and/or legal enforcement. Any one of these outcomes could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

The Issuer has significant exposure to counterparty risk

The Issuer is exposed to counterparties that are involved in virtually all major industries, and the Issuer routinely executes transactions with counterparties in financial services, including brokers and dealers, commercial banks, investment banks, mutual and hedge funds, and other institutional clients. Many of these transactions expose the Issuer to credit risk in the event of default by its counterparty or client. The Issuer's ability to engage in routine transactions to fund its operations and manage its risks could be materially adversely affected by the actions and commercial soundness of other financial services institutions. Financial institutions are necessarily interdependent because of trading, clearing, counterparty or other relationships. As a consequence, a default by, or decline in market confidence in, individual institutions, or anxiety about the financial services industry generally, can lead to further individual and/or systemic difficulties, defaults and losses.

Where bilateral counterparty risk has been mitigated by taking collateral, the Issuer's credit risk may remain high if the collateral the Issuer holds cannot be realised or has to be liquidated at prices which are insufficient to recover the full amount of its loan or derivative exposure. There is a risk that collateral cannot be realised, including situations where this arises due to a change of law that may affect the Issuer's ability to foreclose on collateral or otherwise enforce contractual rights.

The Issuer also has limited credit exposure arising from mitigants such as credit default swaps ("**CDSs**"), and other credit derivatives, each of which is carried at fair value. The risk of default by counterparties to CDSs and other credit derivatives used as mitigants impacts on the fair value of these instruments depending on the valuation and the perceived credit risk of the underlying instrument against which protection has been purchased. Any adjustments or fair value changes could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

Market fluctuations may reduce the Issuer's income or the value of its portfolios

The Issuer's businesses are inherently subject to risks in financial markets and in the wider economy, including changes in, and increased volatility of, interest rates, inflation rates, credit spreads, foreign exchange rates, commodity, equity, bond and property prices and the risk that the Issuer's customers act in a manner inconsistent with its business, pricing and hedging assumptions.

Market movements will continue to significantly affect the Issuer in a number of key areas. For example, banking and trading activities are subject to interest rate risk, foreign exchange risk, inflation risk and credit spread risk. Changes in interest rate levels, interbank spreads over official rates, yield curves and spreads affect the interest rate spread realised between lending and borrowing costs. A declining or low interest rate environment could increase prepayment activity which reduces the weighted average lives of the Issuer's interest-earning assets and could have a material adverse effect on the Issuer. The potential for future volatility and margin changes remains. Competitive pressures on fixed rates or product terms in existing loans and deposits sometimes restrict the Issuer's ability to change interest rates applying to customers in response to changes in official and wholesale market rates.

It is difficult to predict with any accuracy changes in market conditions, and such changes could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

The Issuer may experience periods of reduced liquidity or be unable to raise funds, each of which is essential to the Issuer's businesses

The Issuer's ability to borrow on a secured or unsecured basis and the cost of doing so can be affected by increases in interest rates or credit spreads, the availability of credit, regulatory requirements relating to liquidity or the market perceptions of risk relating to the Issuer or the banking sector, including the Issuer's perceived or actual creditworthiness.

Current accounts and savings deposits payable on demand or at short notice form a significant part of the Issuer's funding, and the Issuer places considerable importance on maintaining their stability. For deposits, stability depends upon preserving investor confidence in the Issuer's capital strength and liquidity, and on comparable and transparent pricing. Although deposits have been, over time, a stable source of funding, this may not continue.

The Issuer also accesses wholesale markets in order to align asset and liability maturities and currencies and to maintain a presence in local markets. An inability to obtain financing in the unsecured long-term or short-term debt capital markets, or to access the secured lending markets, on acceptable terms or at all, could have a substantial adverse effect on the Issuer's liquidity. Unfavourable macroeconomic developments, market disruptions or regulatory developments may increase the Issuer's funding costs or challenge its ability to raise funds to support or expand its businesses, materially adversely affecting the Issuer's business, its financial condition and prospects and/or results of the Issuer's operations.

If the Issuer is unable to raise funds through deposits and/or in the capital markets, the Issuer's liquidity position could be adversely affected and the Issuer might be unable to meet deposit withdrawals on demand or at their contractual maturity, to repay borrowings as they mature, to meet the Issuer's obligations under committed financing facilities and insurance contracts, or to fund new loans, investments and businesses. The Issuer may need to liquidate unencumbered assets to meet its liabilities. In a time of reduced liquidity, the Issuer may be unable to sell some of its assets, or it may need to sell assets at reduced prices, which in either case could have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

Any reduction in the credit rating assigned to the Issuer, any subsidiaries of the Issuer or any of their respective debt securities could increase the cost or decrease the availability of the Issuer's funding and adversely affect the Issuer's liquidity position and interest margins

As at the date of this Information Memorandum, the Issuer has been assigned the following long term and short term credit ratings (respectively) by Moody's: A3 (stable) and P-2; and the following long term and short term credit ratings (respectively) by Fitch: AA- (stable) and F1+. Credit ratings affect the cost and other terms upon which the Issuer is able to obtain market funding. Rating agencies regularly evaluate the Issuer and certain of its subsidiaries, as well as their respective debt securities. Their ratings are based on a number of factors, including their assessment of the relative financial strength of the Issuer or of the relevant entity, as well as conditions affecting the financial services industry generally. There can be no assurance that the rating agencies will maintain the Issuer's or the relevant entity's current ratings or outlook. For example, in 2017, the Issuer's short term credit rating provided by Moody's was downgraded from A2 (negative) to A3 (stable) following a similar downgrade to the short term credit rating of HSBC Holdings by Moody's.

Any such reductions in these ratings and outlook could increase the cost of the Issuer's funding, limit access to capital markets and require additional collateral to be placed and, consequently, materially adversely affect the Issuer's interest margins and/or the Issuer's liquidity position, which in turn could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

The Issuer may experience adverse changes in the credit quality of the Issuer's borrowers

Risks arising from changes in credit quality and the recoverability of loans and amounts due from borrowers and counterparties (for example, reinsurers and counterparties in derivative transactions) are inherent in a wide range of the Issuer's businesses. Adverse changes in the credit quality of the Issuer's borrowers and counterparties arising from a general deterioration in economic conditions or systemic risks in the financial systems could reduce the recoverability and value of the Issuer's assets and require an increase in the Issuer's expected credit losses/loan impairment charges.

The Issuer estimates and recognises expected credit allowances/impairment allowances for credit losses inherent in the Issuer's credit exposure. This process, which is critical to the Issuer's results and financial condition, requires difficult, subjective and complex judgements, including forecasts of how these economic conditions might impair the ability of the Issuer's borrowers to repay their loans and the ability of other counterparties to meet their obligations. As is the case with any such assessments, the Issuer may fail to estimate accurately the effect of factors that the Issuer identifies or fails to identify relevant factors. Further, the information the Issuer uses to assess the creditworthiness of its counterparties may be inaccurate or incorrect. Any failure by the Issuer to accurately estimate the ability of the Issuer's counterparties to meet their obligations could result in significant losses for the Issuer which have not been provided for. Such losses may have a material adverse effect on the Issuer's business, its financial condition and prospects and/or the results of the Issuer's operations.

Changes in accounting standards may have a material impact on how the Issuer reports its financial results and financial condition.

The Issuer prepares its financial statements in accordance with International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board ("**IASB**"), including interpretations issued by the IFRS Interpretations Committee, and as endorsed by the EU. From time to time, the IASB or the IFRS Interpretations Committee may issue new accounting standards or interpretations which could materially impact how the Issuer reports and discloses its financial results and financial condition as well as affect the calculation of its capital ratios, including the common equity tier 1 capital ratio. The Issuer could also be required to apply new or revised standards retrospectively, resulting in the Issuer restating prior period financial statements in material amounts.

For example, IFRS 9, which the Issuer adopted from 1 January 2018, increased impairment charges to reflect expected credit losses and may cause expected credit losses/impairment charges to be more volatile. The adoption of IFRS 9 reduced net assets of the Issuer as at 1 January 2018 by US$ 106 million, due to impairment reducing net assets by US$ 117 million, net of deferred tax of US$ 11 million.

RISKS RELATING TO THE NOTES

A wide range of Notes may be issued under the Programme. The Issuer may issue Notes with principal and/or interest determined by reference to one or more variables such as an index or formula, changes in the prices of securities or commodities, movements in currency exchange rates, movements in interest rates, movements in levels of indices, the credit of one or more entities or other factors (each, a "**Relevant Factor**" and each underlying security, commodity, currency or other asset being "**Reference Asset(s)**"). A number of these Notes may have features which contain particular risks for prospective investors. Set out below is a description of some of the risks that should be taken into consideration by prospective investors in such Notes:

Dual Currency Notes

The Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

(i) the market price of such Notes may be very volatile;

(ii) they may receive no interest;

(iii) payment of principal or interest may occur at a different time or in a different currency than expected; and

(iv) they may lose all or a substantial portion of their principal.

Subordinated Notes

Subordinated Notes are unsecured and subordinated obligations of the Issuer. In the event that a particular Tranche of Notes is specified as subordinated in the relevant Pricing Supplement and the Issuer is declared insolvent and a winding up is initiated, the Issuer will be required to pay the holders of senior debt and meet its obligations to all its other creditors (including unsecured creditors but excluding any obligations in respect of subordinated debt) in full before it can make any payments on the relevant Notes. If this occurs, the Issuer may not have enough assets remaining after these payments to pay amounts due under the relevant Subordinated Notes.

Any obligation of the Issuer to pay interest on Subordinated Notes may be suspended in certain circumstances.

Where any Subordinated Notes form part of the regulatory capital of the Issuer, no repayment of such Notes will be made without the prior consent of the Dubai Financial Services Authority and, if required in respect of its supervision of the HSBC Group, the United Kingdom Prudential Regulation Authority (or any successor authority/ies in its/their function as the supervisor of authorised institutions).

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount to or premium above their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility.

In certain circumstances a portion of payments made on or with respect to Notes may be subject to U.S. reporting obligations which, if not satisfied, may require U.S. tax to be withheld

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as "**FATCA**", a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including the UAE) have entered into, or have agreed in substance to, intergovernmental agreements (each an "**IGA**") with the United States to implement FATCA, which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019 and Notes treated as debt for U.S. federal income tax purposes issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional Notes (as described under "*Terms and Conditions of the Notes — Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Noteholders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

U.S. withholding tax may apply to Notes linked to securities issued by U.S. issuers

Section 871(m) of the U.S. Internal Revenue Code and Treasury regulations promulgated thereunder ("**Section 871(m)**") generally impose a 30 per cent. withholding tax on dividend equivalents paid or deemed paid to certain persons with respect to certain financial instruments linked to U.S. equities or indices that include U.S. equities (such equities and indices, "**U.S. Underlying Equities**"). Section 871(m) generally applies to instruments that substantially replicate the economic performance of one or more U.S. Underlying Equities, as determined upon issuance, based on tests set forth in the applicable Treasury regulations (such an instrument, a "**Specified Security**").

If the security is a Specified Security, the term sheet for the security will specify the method of Section 871(m) withholding that will be applied to the security. If the "**Dividend Withholding**" approach is specified, the Issuer will report the appropriate amount of each payment under the security treated as a U.S. source dividend equivalent payment (including possibly a portion of the payments at maturity of the security), and the applicable withholding agent is expected to withhold 30 per cent. from such payment unless the payee establishes an exemption from or reduction in the withholding tax. If the "**Issuer Withholding**" approach is specified, the Issuer will withhold 30 per cent. of amounts that are or will be payable under the security (including possibly a portion of the payments at maturity of the security) that are potentially treated as U.S.-source dividend equivalent payments. The Issuer will withhold 30 per cent. of such amounts without regard to either any applicable treaty rate or the classification of an investor as a U.S. or non-U.S. investor for U.S. federal income tax purposes.

If payments to an investor are subject to withholding tax and the investor believes it is eligible for an exemption from, or reduced rate of, withholding tax, the investor may be able to claim a refund of the amounts over-withheld. The Issuer makes no representation regarding investors' eligibility to claim such a refund. Furthermore, the Issuer will not be required to pay any additional amounts as a result of this withholding tax, regardless of which withholding method is applicable to the securities, and regardless of whether the investor may have been eligible for an exemption or reduction in the withholding tax on payments from the applicable withholding agent.

Investors should consult their tax advisers regarding the potential application of Section 871(m) to the securities including, if applicable, the availability of, and process for, claiming a refund of such withholding tax.

Partly-paid Notes

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

Risks relating to Notes generally

There is no active trading market for the Notes

Any Series of Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (even where, in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although application has been made for the Notes issued under the Programme to be admitted to the Official List of Euronext Dublin and to trading on its Global Exchange Market, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

The Notes may be redeemed prior to maturity

Unless, in the case of any particular Tranche of Notes, the relevant Pricing Supplement specifies otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Tranche of Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the DIFC or the UAE or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes of such Tranche in accordance with the Conditions.

In addition, if in the case of any particular Tranche of Notes the relevant Pricing Supplement specifies that the Notes are redeemable at the Issuer's option in other circumstances the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low or when its cost of borrowing is lower than the interest rate on the Notes. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

The Issuer shall have the right to terminate its obligations under the Notes in case of illegality and force majeure as set out in the Conditions and the Notes may also be terminated in other circumstances as specified in the relevant Pricing Supplement.

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

Form of Notes

Because the Global Notes (as defined below) may be held by or on behalf of Euroclear and Clearstream, Luxembourg or lodged with a sub-custodian for the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority ("**CMU**", and together with Euroclear and Clearstream, Luxembourg, the "**Clearing Systems**"), investors will have to rely on the procedures of Euroclear and Clearstream, Luxembourg or, as the case may be, CMU for transfer, payment and communication with the Issuer.

Notes issued under the Programme may be represented by one or more temporary global notes (each, a "**Temporary Global Note**"), permanent global notes (each, a "**Permanent Global Note**" and, together with a Temporary Global Note, the "**Global Bearer Notes**"), registered notes in global form ("**Global Registered Notes**" and together with the Global Bearer Notes, the "**Global Notes**"). Such Global Notes may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg or, as the case may be, lodged with a sub-custodian for CMU. As set out in the circumstances described in this Information Memorandum, interests in the Global Notes may be exchangeable for definitive Notes. The Clearing Systems will maintain records of the interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their interests only through the Clearing Systems.

While Notes are represented by one or more Global Notes, the Issuer will discharge its payment obligations under such Notes by making payments to the common depositary for Euroclear and Clearstream, Luxembourg or, as the case may be, the sub-custodian for CMU, for distribution to their account holders. A holder of an interest in a Global Note must rely on the procedures of the relevant clearing system(s) to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, interests in the Global Notes.

Holders of interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant Clearing System(s) to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take action against the Issuer in the event of a default under the relevant Notes but will have to rely upon the exercise by the Trustee of the rights arising under the Trust Deed.

Definitive Notes may not in all circumstances be printed from engraved steel plates. If they are not to be so printed, a statement to that effect will be made in the relevant Pricing Supplement.

Credit Rating

Tranches of Notes issued under the Programme may be rated or unrated. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Any adverse change in an applicable credit rating could adversely affect the trading price for the Notes issued under the Programme.

Where an issue of Notes is rated, the rating will be specified in the relevant Pricing Supplement. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Whether or not each credit rating applied for in relation to the relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 (the "**CRA Regulation**") will be disclosed in the Pricing Supplement. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation (or is endorsed and published or distributed by subscription by such a credit rating agency in accordance with the Regulation) unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation unless the rating is provided or endorsed by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is still pending.

No Third-Party Guarantees

Investors should be aware that no guarantee is or will be given in relation to the Notes by the shareholders of the Issuer (including, without limitation, any member of the HSBC group of companies) or any other person.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, and additional review or regulation, by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any

Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Exchange rate risks and exchange controls

The Issuer will pay principal and profit in respect of the Notes in the Specified Currency (as referred to in the relevant Pricing Supplement). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency equivalent yield on the Notes, (ii) the Investor's Currency equivalent value of the principal payable on the Notes and (iii) the Investor's Currency equivalent market value of the Notes.

In addition, if "Price Source Disruption" is specified in the relevant Pricing Supplement as being applicable to any Notes, then if for any reason a relevant rate of exchange is not available the Calculation Agent may (i) use alternative sources to determine an exchange rate (such source as may be determined by the Calculation Agent), (ii) postpone the determination of the rate of exchange (subject to a postponement cut-off of 30 calendar days (or such other number of calendar days as may be specified in the Pricing Supplement)) after which the Calculation Agent, acting in a commercially reasonable manner, shall determine its good faith estimate of the rate and use exchange rates prevailing at later times or (iii) determine the rate of exchange as the arithmetic mean of exchange rates provided by leading dealers in the relevant foreign exchange market.

The exchange rate so determined may differ from the rate which would have prevailed but for the occurrence of the disruption and this may lead to a decrease in the amount payable to the investors. In addition, if the Calculation Agent postpones the determination of the rate of exchange the due dates for any payments in respect of the Notes (including, without limitation, the maturity date) may also be postponed.

If a specified fixing date for the determination of a relevant exchange rate is an Unscheduled Holiday, the fixing date will be postponed to the next relevant currency business day which is not an Unscheduled Holiday (subject to a postponement cut-off of 30 calendar days (or such other number of calendar days as may be specified in the Pricing Supplement)), after which the Calculation Agent, acting in a commercially reasonable manner, shall determine its good faith estimate of the relevant rate.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Sanctions

In relation to the Issuer, any transfer of, or payment in respect of, a Note or Coupon involving the government of any country which is at the relevant time the subject of the Office of Foreign Assets Control of the U.S. Department of Treasury, the UNSC, the US and the EU sanctions regimes, any person or body resident in, incorporated in or constituted under the laws of any such country or exercising public functions in any such country or any person or body controlled by any of the foregoing or by any person acting on behalf of the foregoing may be subject to restrictions pursuant to such sanctions regimes.

Investors may experience some difficulty in enforcing arbitration awards and foreign judgments against the Issuer in the DIFC

The payments under the Notes are dependent upon the Issuer making payments to the investors in the manner contemplated under the Notes. If the Issuer fails to do so, it may be necessary to bring an action against the Issuer to enforce its obligations and/or to claim damages, as appropriate, which may be costly and time consuming. The Issuer's place of incorporation and head office is the DIFC and a substantial portion of the assets of the Issuer are located in the UAE and a number of other jurisdictions outside the United Kingdom.

Each of the Agency Agreement, the Trust Deed, the Dealer Agreement and the Notes (as defined herein) are governed by English law (the "**English Law Documents**") and (subject to the exercise of an option to litigate given to certain parties (other than the Issuer)) the parties to the English Law Documents have agreed to refer any dispute in relation to such documents to arbitration under the Arbitration Rules of the LCIA (the "**LCIA Rules**"). The seat of such arbitration shall be London, England. Pursuant to an option to litigate given to certain parties, the Issuer has agreed to submit to the jurisdiction of the courts of England in respect of any dispute arising out of or in connection with the English Law Documents.

Pursuant to Article 13 of the DIFC Law No. 10 of 2005 (as amended and restated) (Law relating to the application of DIFC Laws) (Amended and Restated) (the "**Application Law**"), the parties' express submission to both arbitration and to the jurisdiction of the English courts should be effective, subject to the courts of the DIFC's (the "**DIFC Courts**"), interpretation of Article 5A(1) and 5A(2) of Dubai Law No. 12 of 2004 (as amended) (Law of the Judicial Authority at the DIFC) (the "**Judicial Authority Law**"). In particular, Article 5A(1)(e) of the Judicial Authority Law provides the DIFC Courts with jurisdiction to ratify foreign arbitral awards. However, notwithstanding Article 13 of the Application Law, it is not free from doubt that the DIFC Courts would not seek to re-examine the merits of a case.

In addition, Article 24 of the DIFC Court Law No. 10 of 2004 (as amended) (the "**DIFC Court Law**") provides that, pursuant to Article 7 of the Judicial Authority Law, the DIFC Court of First Instance has jurisdiction to ratify any judgment, order or award of any recognised: (i) foreign court; (ii) Dubai or UAE court; (iii) DIFC or foreign (including the UAE) arbitral award or any award recognised by the DIFC Court Law; or (iv) orders for the purposes of any subsequent application for enforcement in the Dubai courts in the manner prescribed in DIFC law. Article 42(1) of the DIFC Court Law provides that judgments, orders or awards issued or ratified by the DIFC Courts may be enforced within the DIFC in the manner prescribed in the DIFC Rules of Court and Article 42(2) of the DIFC Court Law provides that judgments, orders or awards issued or ratified by the DIFC Courts may be enforced outside the DIFC in accordance with the Judicial Authority Law. Although there is no clear guidance on what is a "recognised foreign court", an English court judgment has been ratified recently within the DIFC against the contract counterparty. In addition, Article 24(2) of the DIFC Court Law provides that where the UAE has entered into an applicable treaty for the mutual enforcement of judgments, orders or awards, the DIFC Court of First Instance will comply with the terms of such a treaty. Although the UAE has not yet entered into such a bilateral enforcement treaty with England, on 23 January 2013, the Chief Justice of the DIFC Courts and the Judge in Charge of the U.K. Commercial Court of the Queen's Bench Division, England and Wales (the "**Commercial Court**") entered into a Memorandum of Guidance (the "**Memorandum of Guidance**") setting out their understanding of the procedures for the enforcement of the DIFC Courts' money judgments in the Commercial Court and vice versa. The Memorandum of Guidance is expressed to have no binding legal effect and does not constitute a bilateral enforcement treaty or legislation (and therefore is not binding on the judges of either party and does not supersede any existing laws, judicial decisions or court rules) but it may provide useful insight into the position that is likely to be adopted by the DIFC Courts when enforcing monetary judgments issued by the Commercial Court. It remains to be seen how the DIFC Courts will in practice apply the Memorandum of Guidance.

However, the UAE is a signatory to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "**New York Convention**") and the DIFC Court of First Instance should therefore recognise a foreign arbitral award if it complies with the requirements of the New York Convention without re-examining the merits of the case. The DIFC Law No. 1 of 2008 (the "**Arbitration Law**") provides that an arbitral award, irrespective of the State or jurisdiction in which it was made, shall be recognised as binding within the DIFC and, upon application in writing to the DIFC Courts, shall be enforced. However, Article 44 of the Arbitration Law provides a number of grounds upon which the recognition or enforcement of an arbitral award may be refused by the DIFC Courts for procedural irregularities and fundamental failings in the arbitral process, including where the DIFC Courts finds that the subject-matter of the dispute would not have been capable of settlement by arbitration under the laws of the DIFC or the enforcement of the award would be contrary to the public policy of the UAE. How the New York Convention provisions would be interpreted and applied by the DIFC Courts in practice and whether the DIFC Courts will enforce a foreign arbitration award in accordance with the New York Convention (or any other multilateral or bilateral enforcement convention), remains largely untested.

Accordingly, the grounds upon which DIFC Courts may decline to enforce any judgment, order or award of the English courts or any awards by the LCIA, as the case may be, against the Issuer are still unclear. Further, some remedies available under the laws of England and Wales may not be upheld in the DIFC Courts on the basis that such remedies may amount to a penalty.

Risks relating to enforcement proceedings in the United Arab Emirates

Under the terms and conditions of the Notes, the courts of England have jurisdiction to settle disputes arising from the Notes. Where proceedings to enforce an English judgment in the UAE are contemplated, under current UAE law, the courts of the UAE are unlikely to enforce such a judgment without re-examining the merits of the claim. Investors should be aware that there could be practical difficulties in bringing enforcement proceedings against the Issuer in the UAE.

Floating Rate Notes - Reform of LIBOR and EURIBOR and other interest rate index and equity, commodity and foreign exchange rate index "benchmarks"

The London Inter-Bank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed "benchmarks" are the subject of recent national, international and other regulatory guidance and reform. Some of these reforms are already effective whilst others are yet to apply. These reforms may cause such "benchmarks" to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to a "benchmark". Taking the United Kingdom as an example, on 27 July 2017, the FCA announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

Key international reforms of "benchmarks" include IOSCO's Principles for Financial Market Benchmarks (July 2013) (the "**IOSCO Benchmark Principles**") and the new European regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmarks Regulation**").

The IOSCO Benchmark Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering governance and accountability as well as the quality and transparency of benchmark design and methodologies. The first review published by IOSCO in February 2015 of the status of the voluntary market adoption of the IOSCO Benchmark Principles noted that, as the benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future, but that it is too early to determine what those steps should be. The first review noted that there has been a significant market reaction to the publication of the IOSCO Benchmark Principles, and widespread efforts being made to implement the IOSCO Benchmark Principles by the majority of administrators surveyed.

The Benchmarks Regulation entered into force on 30 June 2016 and the majority of its provisions apply from 1 January 2018. The Benchmarks Regulation applies to "administrators" of, "contributors" to, and "users" of "benchmarks" in the EU. Among other things, the Benchmarks Regulation: (i) requires EU benchmark administrators to be authorised or registered by a national regulator (unless an exemption applies); (ii) provides that in order to be used by supervised entities in the EU, a non-EU benchmark must be qualified for use in the EU under the third-country regime (through equivalence, recognition or endorsement) and comply with extensive requirements in relation to the administration of the non-EU benchmark; and (iii) bans the use by "supervised entities" of: (a) EU "benchmarks" whose administrators are not authorised or registered; and (b) non-EU "benchmarks" that are not qualified for use in the EU under the third-country regime. Although the Issuer is not a "supervised entity" for the purposes of the Benchmarks Regulation, the terms and conditions of Notes that are linked to a "benchmark" may incorporate consequences similar to those as if the Issuer were a "supervised entity".

The scope of the Benchmarks Regulation is wide and, in addition to so-called "critical benchmarks" such as EURIBOR, could also potentially apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including "proprietary" indices or strategies) which are referenced in certain financial instruments (including securities or OTC derivatives traded on an EU regulated market, EU multilateral trading facility (MTF), EU organised trading facility (OTF) or via a "systematic internaliser"), certain financial contracts and investment funds. Different types and categories of "benchmark" are subject to more or less stringent requirements, and in particular a lighter touch regime may apply where a "benchmark" is not based on interest rates or commodities and the value of financial instruments, financial contracts or investment funds referring to a benchmark is less than €50bn, subject to further conditions.

The Benchmarks Regulation and/or any international, national or other reforms and/or the general increased regulatory scrutiny of "benchmarks" could have a material impact on any listed Notes linked to a "benchmark" index, including in any of the following circumstances:

- The costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements could increase, discouraging market participants from continuing to administer or participate in certain "benchmarks" and/or leading to the disappearance of certain "benchmarks". The disappearance of a "benchmark" (including, without limitation, the LIBOR benchmark) could result in such benchmark being deemed replaced (for the purposes of the Notes) with an alternative benchmark selected by the Issuer (or an Independent Advisor to the Issuer) or adjustment to the terms and conditions pursuant to Condition 4(d) (*Alternative Reference Rates*), including to the interest rate applicable to such Notes effectively becoming fixed at the rate last set in accordance with the Conditions.

- The administrator of a rate or index which is a "benchmark" may not obtain authorisation/registration or not be able to rely on one of the regimes available to non-EU benchmarks. In such event, depending on the particular "benchmark" and the applicable terms of the Notes, such benchmark may be deemed replaced (for the purposes of the Notes) with an alternative benchmark selected by the Issuer (or an Independent Advisor to the Issuer), the terms and conditions of the Notes might be adjusted pursuant to Condition 4(d) (*Alternative Reference Rates*), or depending on the terms and conditions of the affected Notes, the Notes may be de-listed, redeemed or terminated early, or otherwise impacted.

- The methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmarks Regulation or other reforms, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level and, depending on the particular "benchmark" and the applicable terms of the Notes, could lead to adjustments to the terms of the Notes, including Calculation Agent determination or determination by the Independent Advisor of the rate or level in its discretion.

Any of the above consequences could have a material adverse effect on the value of and return on any such Notes. In addition, if the terms and conditions of the Notes are adjusted pursuant to Condition 4(d) (*Alternative Reference Rates*) so as to provide for an Alternative Reference Rate, there can be no assurance that any applicable Margin will be adjusted for any difference between the Alternative Reference Rate and the original Reference Rate applicable to the Notes or that any adjustment made will correspond to the difference between the original Reference Rate and the Alternative Reference Rate when assessed at any particular date.

Modification, waiver and substitution

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

The Notes permit the substitution of an affiliate of the Issuer as principal debtor in respect of the Notes, subject to a guarantee of the Issuer.

Change of law

The Conditions of the Notes are based on English law in effect as at the date of this Information Memorandum. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Information Memorandum.

Value of Baskets

The value of a basket of Reference Asset(s) and/or Relevant Factors to which any Notes relate may be affected by the number of Reference Asset(s) or Relevant Factors included in such basket. Generally, the value of a basket that includes Reference Asset(s) from a number of companies or obligors or other components or which gives relatively equal weight to each Reference Asset will be less affected by changes in the value of any particular Reference Asset included therein than a basket that includes fewer Reference Asset(s) and/or Relevant Factors or that gives greater weight to some Reference Asset(s) and/or Relevant Factors. In addition, if the Reference Asset(s) and/or Relevant Factors included in a basket are all in or relate to a particular industry, the value of such a basket will be more affected by the economic, financial and other factors affecting that industry than if the Reference Asset(s) or Relevant Factors included in the basket relate to various industries that are affected by different economic, financial or other factors or are affected by such factors in different ways.

The volatility of the Reference Asset(s) or Relevant Factors

If the volatility of Reference Asset(s) or Relevant Factors increases, the trading value of a Note which relates to such Reference Asset or Relevant Factor is expected to increase; if the volatility decreases, the trading value of a Note is expected to decrease.

Fluctuations in the value of the Underlying

Fluctuations in the price, value and/or level of Reference Asset(s) and Relevant Factors will affect the value of Notes. Also, due to the character of the particular markets on which Reference Asset(s) may be traded, the absence of last sale information and the limited availability of quotations for such Reference Asset(s) may make it difficult for many investors to obtain timely, accurate data for the price or yield of such Reference Asset(s). Purchasers of Notes risk losing their entire investment if the value of the relevant underlying basis of reference does not move in the anticipated direction.

Capital risks relating to Notes

Save to the extent otherwise provided in the relevant Pricing Supplement, the repayment of any amount invested in Notes and any return on investment is variable and not guaranteed. The performance of the investment depends on the value of a Reference Asset throughout the term of the Notes. The value of the Reference Asset(s) can alter sharply because it reflects the performance of the constituent underlying assets which make up an index or the performance of individual underlying assets and general stock and other market conditions.

The main risks involved in capital-at-risk products are as follows:

(i) the investors' capital can fall below the amount initially invested; and

(ii) the rate of return on the capital that investors receive depends on specific conditions being met and it is possible that no return may be provided to investors. Professionals may not be able to accurately judge whether there will be a return.

Unlike a savings account or similar investment with a low return and little or no capital risk, Notes issued under the Programme may potentially have a greater return but there is a greater risk of loss of capital. An investor should take advice from an investment professional before purchasing such types of Notes.

Risks relating to Currency Linked-Notes

This section must be read in conjunction with the sections of this Information Memorandum entitled "*Risks relating to the Notes*" and "*Risks relating to the Notes generally*".

General — Investment in Notes which are linked to an emerging market currency or an exchange rate may entail significant risks which are not associated with a similar investment in a currency which is more familiar to prospective investors, such as U.S. dollars or euro (the "**Principal Currency**"). Currency-Linked Notes may be issued in relation to which no interest is payable. The redemption amount of the Notes payable at scheduled maturity is linked to changes in the exchange rates of one or more currencies specified in the Pricing Supplement (the "**Reference Currency**" or "**Reference Currencies**") against the Principal Currency during the period specified therein, and may be subject to a minimum redemption amount per Note.

Volatility of exchange rates — Exchange rates can be volatile and unpredictable. Investors should be aware of the possibility of significant changes in rates of exchange between the Reference Currency and the

Principal Currency, such as a devaluation of the Reference Currency against the Principal Currency resulting in a decrease in the value of interest payments and the principal payable on the Notes at maturity. As a consequence the market value of the Notes may also fall.

Emerging market risk — Because of the special risks associated with investing in emerging markets, Currency-Linked Notes which are linked to a Reference Currency of an emerging market should be considered speculative. Economies in emerging markets generally are heavily dependent upon international trade and, accordingly, may be affected adversely by trade barriers, foreign exchange controls (including taxes), managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. These economies also may be affected adversely by their economic, financial, military and political conditions and the supply and demand for the Reference Currencies in the global markets.

Non-deliverability of the Reference Currency — Currency-Linked Notes which are payable in an emerging market currency may provide that, if the Reference Currency is not available at or about the time when a payment is due to be made under the Notes because of circumstances beyond the control of the Issuer, then the Issuer is entitled to make the payments in U.S. dollars or delay making the payment. These circumstances could include the imposition of exchange controls or a disruption in the currency market which prevents the Issuer from obtaining the Reference Currency.

Calculation Agent's discretion — Calculation of the interest payments and/or redemption amount at scheduled maturity, as appropriate, will be by reference to the screen rates specified therein or if any such rate is not displayed at the relevant time a rate determined by HSBC Bank plc as Calculation Agent in its sole and absolute discretion. The Notes may be redeemable prior to their scheduled maturity in certain circumstances at an amount determined by HSBC Bank plc as Calculation Agent which may be less than their nominal amount.

Risks relating to Interest Rate-Linked Notes

This section must be read in conjunction with the sections of this Information Memorandum entitled "*Risks relating to the Notes*" and "*Risks relating to the Notes generally*".

General — The redemption amount of the Notes payable at scheduled maturity and/or the amount of interest payable in relation to the Notes will be linked to changes in one or more interest rates specified in the Pricing Supplement during the period specified therein.

Volatility of interest rates – Interest rates can be volatile and unpredictable. Investors should be aware of the possibility of significant changes in interest rates resulting in a decrease in the value of interest payments and the principal payable on the Notes at maturity. As a consequence the market value of the Notes may also fall.

Interest income risk — (i) In relation to certain types of Interest Rate-Linked Notes including, without limitation, Range Accrual Notes (as defined below), interest only accrues on days on which the Interest Related Variable fixes within a predetermined range set out in the Pricing Supplement. If the Interest-Related Variable does not fix within such range on one or more days during the term of the Notes, then the return on the Notes may be lower than traditional fixed-rate securities, or even zero. Noteholders should note that no interest accrues on days when the Interest-Related Variable fixes outside of the range. (ii) Noteholders should also note that Interest Rate–Linked Notes may be subject to other criteria to determine the rate, if any, at which interest accrues on the Notes. For example, there may be different tiers of calculation whereby interest would only accrue for each day that the specified Interest-Related Variable remains (a) above the relevant trigger level, (b) within the range or (c) below the relevant trigger level, in each case as set out in the Pricing Supplement. Interest payable on the Notes would therefore be linked to the volatility of the Interest-Related Variable.

Interest Rate-Linked Notes may therefore not be suitable for investors who require regular income payments.

Risk of early termination (Knock-out risk) — (i) In relation to certain types of Interest Rate-Linked Notes including, without limitation Target Accrual Redemption Notes or Accumulator Notes, the Notes will be mandatorily redeemed prior to their maturity if the sum of the cumulative interest paid in relation to the Notes reaches the predetermined Lifetime Cap, as specified in the Pricing Supplement. Noteholders should note that there is increased uncertainty of the maturity date of the Note, which would be the earlier of the pre-specified maturity date or the interest payment date when the cumulative interest amount has reached its Lifetime Cap. If the Interest Related Variable performs poorly, Noteholders may receive little or no interest during the term of the Notes and then receive the balance of the Lifetime Cap at maturity. (ii) Certain types of Notes including, without limitation, Trigger Redemption Notes, may also be mandatorily redeemed early if a specified trigger is breached during a specified period or on a specified date.

Call risk — In relation to certain types of Interest Rate-Linked Notes, the Notes may be callable by the Issuer, but not the Noteholder, prior to maturity exposing Noteholders to reinvestment risk. Noteholders should note that a call option creates uncertainty for investors, as to whether the Notes will remain outstanding until maturity.

Calculation Agent's discretion — Calculation of the interest payments and/or redemption amount at scheduled maturity, as appropriate, will be by reference to the screen rates specified therein or if any such rate is not displayed at the relevant time a rate determined by HSBC Bank plc as Calculation Agent in its sole and absolute discretion. The Notes may be redeemable prior to their scheduled maturity in certain circumstances at an amount determined by HSBC Bank plc as Calculation Agent which may be less than their nominal amount.

Risks relating to Steepener Notes — Interest Rate-Linked Notes issued pursuant to the Programme may include Steepener Notes, which are Notes in respect of which the rate of interest applicable for some or all of the term of the Notes is determined by reference to the difference (or spread) between two swap rates specified in the relevant Pricing Supplement, which difference (or spread) may (if so specified in the relevant Pricing Supplement) then be multiplied by a factor (the leverage factor), subject to any minimum and/or maximum interest rates specified.

Fluctuations in interest rates and Steepener Notes — The market value of Steepener Notes will be affected by, among other things, the amount of interest payable in each interest period. Save for any interest period during the term of such Notes in respect of which interest is to be determined by reference to fixed rates of interest, the interest rate on Steepener Notes is obtained by taking the amount (if any) by which a designated swap rate (the "**First Swap Rate**") exceeds another designated swap rate (the "**Second Swap Rate**") and multiplying that amount by the factor (the leverage factor) (all as specified in the relevant Pricing Supplement), subject to any maximum and minimum rate of interest. Subject to any minimum and maximum rate of interest, as the difference between the First Swap Rate and the Second Swap Rate decreases the rate of interest payable will fall by the amount of that decrease multiplied by the relevant leverage factor. In the event that the First Swap Rate does not exceed the Second Swap Rate on a date which is relevant to the calculation of interest for an interest period, the interest rate on the Notes for that period will equal zero or, if any minimum rate of interest has been specified in the relevant Pricing Supplement and applies, will equal that minimum rate of interest.

Risks relating to Credit-Linked Notes to which the "Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)" apply

This section must be read in conjunction with the sections of this Information Memorandum entitled "*Risks relating to the Notes*" and "*Risks relating to the Notes generally*".

General

The Issuer may issue Notes where the amount of principal and/or interest payable is dependent upon whether certain events ("**Credit Events**") have occurred in respect of one or more entities (together "**Reference Entities**" and each, a "**Reference Entity**") and, if so, on the value of certain specified assets of such Reference Entity(ies) or, where, if such events have occurred, the Issuer's obligation is to deliver certain specified assets upon redemption of the Notes. In this respect the Notes provide investors with a return linked to the credit of the Reference Entity or Reference Entities, as well as the credit risk of the Issuer in performing its obligations under the Notes, and will not provide protection of principal or a guarantee of interest.

Prospective investors in any such Notes should be aware that depending on the terms of the Credit Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified assets may occur at a different time than expected, (iii) they may lose all or a substantial portion of their investment and (iv) the amount payable or deliverable under the Notes may take into account the Issuer's costs in relation to the termination, liquidation, transfer, settlement or re-establishment of any Hedging Arrangements. It is the responsibility of investors to ensure that their accounting, regulatory and all other treatments of the Notes are consistent with the conditional nature of their entitlement to receive payments under the Notes.

The market price of such Notes may be volatile and will be affected by factors that interrelate in complex ways, including amongst other things, the Issuer's creditworthiness, the time remaining to the redemption date and the creditworthiness of the Reference Entity which in turn may be affected by the economic, financial and political events in one or more jurisdictions. It is important for investors to understand that the effect of one factor may offset the increase in the market price of the Notes caused by another factor, and that the effect of one factor may exacerbate the decrease in the market price of the Notes caused by another factor. For example, a drop in the creditworthiness of a Reference Entity may more than offset any increase in the Issuer's creditworthiness. The market price of the Notes may be zero.

Investors and prospective investors in Credit-Linked Notes should conduct their own investigations and, in deciding whether or not to purchase such Notes, prospective investors should form their own views of the merits of an investment linked to the credit risk of the reference entity or entities in question based upon such investigations and not in reliance on any information given in the relevant Pricing Supplement.

A credit deterioration or Credit Event in a reference entity may be strongly correlated with credit deterioration or Credit Events in several other related entities. As a result, the Notes may, over a relatively short period of time, experience substantial losses which reduce or eliminate their value.

Given the highly specialised nature of Credit-Linked Notes, the Issuer considers that they are only suitable for highly sophisticated investors who are willing to take considerable risks, who are able to determine for themselves the risk of an investment linked to the credit risk of the particular reference entity or entities and who can absorb a substantial or total loss of principal.

Consequently, investors who do not fall within the description above should not consider purchasing the Credit-Linked Notes without taking detailed advice from a specialised professional adviser.

The "Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)" section of this Information Memorandum contains Additional Terms and Conditions for Credit-Linked Notes with terms based on the 2014 ISDA Credit Derivatives Definitions (the "**2014 ISDA Definitions**").

Any references in this section to ISDA will include any other entity which succeeds to or is performing functions previously undertaken by ISDA in relation to Credit Derivatives Determinations Committees and references to Credit Derivatives Determinations Committees in relation to ISDA will include any successor thereto. The Calculation Agent may make such adjustments to the Credit Linked Conditions and the relevant Pricing Supplement as it determines appropriate to account for any other entity so succeeding to or performing functions previously undertaken by ISDA.

The Issuer's obligations in respect of Credit Linked Notes are irrespective of the existence or amount of the Issuer's and/or any affiliates' credit exposure to a Reference Entity and the Issuer and/or any affiliate need not suffer any loss nor provide evidence of any loss as a result of the occurrence of a Credit Event.

The holders of Credit Linked Notes will be exposed to the credit of one or more Reference Entities, which exposure shall be, unless otherwise stated in the relevant Pricing Supplement, to the full extent of their investment in such Notes. Upon the occurrence of any of the default events comprising a Credit Event with respect to any Reference Entity, the Noteholders may suffer significant losses at a time when losses may be suffered by a direct investor in obligations of such Reference Entity. However, the holding of a Note is unlikely to lead to outcomes which exactly reflect the impact of investing in an obligation of a Reference Entity, and losses could be considerably greater than would be suffered by a direct investor in the obligations of a Reference Entity and/or could arise for reasons unrelated to such Reference Entity. Noteholders should also note that a Credit Event may occur even if the obligations of a Reference Entity are unenforceable or their performance is prohibited by any applicable law or exchange controls.

The Calculation Agent may exercise its right to deliver a Credit Event Notice even if the relevant Credit Event is no longer continuing and Noteholders will have no right to compel the exercise of this right or to control the timing of a Credit Event Determination Date. Notwithstanding this, in most cases a Credit Event can only be triggered (whether by an ISDA Credit Derivatives Determinations Committee determination or the Calculation Agent) if the relevant event occurred within a 60 calendar day look-back period. These provisions mean that there is a time limit on the ability to act on a Credit Event and that it is possible that the Notes could be affected by a Credit Event that took place prior to the Trade Date.

Not all of the Credit Events require an actual default with respect to the Reference Entity's obligations. Thus Noteholders may bear losses based on a deterioration in the credit of a Reference Entity short of default. Also, not all Credit Events are triggered by events which are easily ascertainable and disputes can and have arisen as to whether a specific event did or did not constitute a Credit Event. Under the terms of the Notes, subject to certain Credit Derivatives Determinations Committee determinations, the Calculation Agent's determination will be binding on the Issuer, the Trustee and Noteholders and may be different from the view of the Trustee, Noteholders, other financial institutions and/or commentators.

The Issuer may determine that certain terms of the Notes (for example the applicable Credit Events, Deliverable Obligations and Obligations) be those set in the Credit Derivatives Physical Settlement Matrix ("**Physical Settlement Matrix**") for the Transaction Type(s) specified in the Pricing Supplement for the Reference Entity(ies), rather than being specified in the Pricing Supplement. The Physical Settlement Matrix sets out a number of terms which, depending on the Transaction Type specified, will apply to standard credit derivatives transactions if incorporated into the documentation for those transactions and is published by ISDA on its website at www.isda.org (or any successor website thereto). If applicable to the Notes, the version of the Physical Settlement Matrix which will apply will be that dated the date specified in the relevant Pricing Supplement.

Redemption following a Credit Event

Where cash settlement or auction settlement applies, the occurrence of a Credit Event in relation to any Reference Entity from time to time may result in a redemption of the Notes in a reduced nominal amount or at zero, and interest bearing Credit Linked Notes may cease to bear interest on or prior to the date of occurrence of such circumstance. The value of obligations of the relevant Reference Entity which will affect the amount (if any) due on such redemption may substantially decrease in value during the period between the Credit Event and settlement of the Notes.

In such circumstances, where cash settlement applies and the amount (if any) due on redemption of the Notes is to be calculated by reference to the value of one or more Valuation Obligations of the relevant Reference Entity, the Issuer will select the relevant Valuation Obligations in its sole and absolute discretion irrespective of their market value or liquidity and will not be obliged to consider the interests of Noteholders or mitigate their losses.

Where physical settlement is intended to apply, unless the Issuer does not deliver a Notice of Physical Settlement following the occurrence of a Credit Event because it determines that it would not have any relevant assets to deliver or that all of the relevant assets would be impossible, illegal or impractical to deliver (in which case auction or cash settlement will apply as above), the occurrence of a Credit Event in relation to any Reference Entity from time to time may result in the redemption of the Notes by delivery of certain direct or indirect obligations of the affected Reference Entity and/or obligations received under certain transactions which may be entered into by the Issuer and/or its affiliates in connection with the Issuer's obligations under the Notes, which obligations are likely to have a market value which is substantially less than their par amount (and may substantially decrease in value during the period between the Credit Event and settlement of the Notes), and interest bearing Credit Linked Notes may cease to bear interest on or prior to the date of occurrence of such circumstance. Where the Notes provide for physical settlement and the Issuer delivers a Notice of Physical Settlement, the Calculation Agent may nonetheless determine that the specified assets to be delivered are either (a) assets which, for any reason (including, without limitation, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the delivery of assets which are loans), are impossible, illegal or impractical to deliver on the specified settlement date, or (b) assets which the Issuer and/or any affiliate has not received under the terms of any transaction entered into by the Issuer and/or such affiliate in connection with the Issuer's obligations under the Notes. Any such determination may delay settlement in respect of the Notes (in the case of paragraph (b)) and/or cause the obligation to deliver such specified assets to be replaced by an obligation to pay a cash amount (if any) which, in either case, may affect the value of the Notes and, in the case of payment of a cash amount, will affect the timing of the valuation of such Notes and as a result, the amount of principal payable on redemption. In this respect investors should note that neither the Issuer nor its affiliates are under any obligation to acquire any assets for delivery under the Notes and if no such assets are held for these purposes the Notes will be redeemed by payment of a cash amount (if any). Prospective investors should review the "*Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)*" and the relevant Pricing Supplement to ascertain whether and how such provisions should apply to the Notes.

Investors in the Notes are accordingly exposed, as to both principal and (if applicable) interest, to the credit risk of the Reference Entity. The maximum loss to an investor in the Notes is 100 per cent. of their initial principal investment, together with (if applicable) any accrued interest amounts.

Credit Event Maturity Settlement Notes

Credit-Linked Notes in relation to which Credit Event Maturity Settlement is applicable will not, even following the occurrence of a Credit Event, redeem earlier than the Scheduled Maturity Date, notwithstanding that this may occur a significant time following the occurrence of the relevant Credit Event. Following the occurrence of a Credit Event investors may therefore not receive any interest on their investment for a substantial period of time and may miss the opportunity to invest the amount payable on redemption, that would otherwise have been received earlier, in other assets or investments.

A Credit Event may occur prior to the Trade Date

As mentioned above, holders of the Notes may suffer a loss of some or all of the principal amount of the Notes in respect of one or more Credit Events that occur prior to the Trade Date or the Issue Date. Neither the Calculation Agent nor the Issuer nor any of their respective affiliates has any responsibility to inform any Noteholder, or avoid or mitigate the effects of a Credit Event that has taken place prior to the Trade Date or the Issue Date.

Increased credit risk is associated with Basket Credit Linked Notes

Where the Notes are Basket Credit Linked Notes, the Notes may be subject to redemption in part as described above upon the occurrence of a Credit Event in relation to each Reference Entity in respect of which a Credit Event occurs, on the basis of the proportional weighting of each such Reference Entity in the basket. Additionally, if specified in the relevant Pricing Supplement, some Basket Credit Linked Notes may be subject to redemption in full upon the occurrence of a Credit Event in relation to only one or some Reference Entities in the basket, notwithstanding that there are no Credit Events with respect to the non-affected Reference Entities in the same basket. The credit risk to Noteholders may further be increased as a result of the concentration of Reference Entities in a particular industry sector or geographic area or the exposure of the Reference Entities to similar financial or other risks.

Investors' exposure to the credit performance of the Reference Entities may not correspond to actual market recovery on such Reference Entities.

Interest and principal repayments on the Notes may be calculated by reference to the Adjusted Credit Outstanding Nominal Amount. As at the Issue Date the Adjusted Credit Outstanding Nominal Amount is an amount equal to the Aggregate Principal Amount. If a Credit Event occurs in respect of a Reference Entity, then the Adjusted Credit Outstanding Nominal Amount will be reduced by (i) an amount equal to a predefined portion of the Aggregate Principal Amount (reflecting the Notes' exposure to such Reference Entity) and, if "Unwind Costs" are specified as applicable in the relevant Pricing Supplement, (ii) if hedging costs arising in relation to the Issuer's and/or any of its affiliates' hedging arrangements in connection with the partial or full redemption of such Basket Credit Linked Notes exceed the relevant Recovery Value (if auction settlement or cash settlement applies) or the market value of the relevant Initial Deliverable Obligations (if physical settlement applies), such excess. Therefore investors' exposure to each Reference Entity may exceed the exposure that they might incur in respect of having entered into a standard single name credit default swap as protection seller in respect of each Reference Entity and investors may lose the entire principal amount invested.

Successors

A Reference Entity may be replaced as Reference Entity by one or more Successor(s). For these purposes the relevant Succession Date must occur within a 90 calendar day look-back period, other than in the case of a universal succession, where the Succession Date must have occurred on or after 1 January 2014. These provisions mean that there is a time limit on the ability to act on a succession and that it is possible that the Notes could be affected by a succession that took place prior to the Trade Date.

The Calculation Agent may, if it determines appropriate, select an alternative Transaction Type for any Successor to a Reference Entity and adjust such of the Conditions, the Credit Linked Conditions and/or the relevant Pricing Supplement as it determines appropriate to reflect such new Transaction Type and determine the effective date of any such change and adjustment.

In addition, where more than one Successor to a Reference Entity has been identified the Calculation Agent shall adjust such of Conditions, the Credit Linked Conditions and/or the relevant Pricing Supplement as it shall determine to be appropriate (including, without limitation, the relevant Reference Entity Notional Amount and (if applicable) the relevant Transaction Type) to reflect that the relevant Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment.

Maturity Date extension, interest postponement and settlement suspension

Investors should note that the maturity of the Notes may be extended beyond the Scheduled Maturity Date in circumstances where a Credit Event may have occurred in relation to a Reference Entity or a Potential Credit Event has or may have occurred in relation to a Reference Entity. As a result repayment to the Noteholders may be delayed for a significant period of time even in circumstances where it transpires no Credit Event has occurred. In addition, the maturity of the Notes may be extended and ongoing interest payments may be delayed if there is a pending Credit Derivatives Determinations Committee decision at the relevant time.

The Credit Linked Conditions also provide that if, following the determination of a Credit Event Determination Date but prior to a cut-off date, there is a DC Credit Event Meeting Announcement, the Calculation Agent may at its option determine that the applicable timing requirements of the Credit Linked Conditions and the definitions of Credit Event Redemption Date, Credit Event Payment Date, Valuation Date, Maturity Date, Physical Settlement Period and PSN Cut-off Date and any other Credit Linked Condition as determined by the Calculation Agent, shall toll and be suspended and remain suspended (such period of suspension, a "**Suspension Period**") until the date of the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal (with no action being taken in connection with the settlement of the Notes during such Suspension Period). At that point, the relevant timing requirements of the Credit Linked Conditions that have previously tolled or been suspended shall resume on the Business Day following such public announcement by the DC Secretary.

In the event of any such Suspension Period, the Calculation Agent may make (i) such consequential or other adjustment(s) or determination(s) to or in relation to the Credit Linked Conditions as may be desirable or required either during or following any relevant Suspension Period to account for or reflect such suspension and (ii) determine the effective date of such adjustment(s) or determination(s). In the case of interest bearing Credit Linked Notes:

(a) if a Suspension Period falls in any one or more Interest Period(s), then no interest shall accrue during each portion of an Interest Period during which a Suspension Period exists; and

(b) if an Interest Payment Date falls in a Suspension Period, payment of the relevant interest will be deferred until after the end of the Suspension Period.

Amendment of Credit Linked Conditions in accordance with market convention

The Calculation Agent may from time to time amend any provision of the Credit Linked Conditions (i) to incorporate and/or reflect further or alternative documents or protocols from time to time published by ISDA with respect to the settlement of credit derivative transactions and/or the operation or application of determinations by the ISDA Credit Derivatives Determinations Committees, including without limitation, in relation to settlement, credit events and successors, and/or (ii) in any manner which the Calculation Agent determines in a commercially reasonable manner is necessary or desirable to reflect or account for market practice for credit derivative transactions and/or reflect hedging arrangements of the Issuer.

ISDA Credit Derivatives Definitions

Whilst there are many similarities between the terms used in this Information Memorandum (in particular, in the "Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version")) and the terms used in the 2014 ISDA Definitions, there are many substantial differences and a prospective investor should understand that the complete terms and conditions of the Notes are as set out in the relevant sections of this Information Memorandum and the relevant Pricing Supplement and that the 2014 ISDA Definitions are not incorporated by reference herein. Consequently, investing in Credit Linked Notes is not necessarily equivalent to investing a credit default swap that incorporates the 2014 ISDA Definitions.

While ISDA has published and, where appropriate, supplemented the 2014 ISDA Definitions in order to facilitate transactions and promote uniformity in the credit derivatives market, the credit derivatives market has evolved over time and is expected to continue to change. Consequently, the 2014 ISDA Definitions and the terms applied to credit derivatives generally, including Credit Linked Notes are subject to further evolution. Past events have shown that the view of market participants may differ as to how sets of ISDA Definitions operate or should operate. As a result of the continued evolution of the market, the Credit Linked Notes may not conform to future market standards. Such a result may have a negative impact on the Credit Linked Notes and there can be no assurances that changes to the terms applicable to credit derivatives generally will be predicable or favourable to the Issuer or the Noteholders.

Risks relating to Auction Settlement of Credit Linked Notes

Where an Auction Final Price Determination Date occurs in respect of Credit Linked Notes, the Auction Final Price will be determined according to an auction procedure set out in the applicable Transaction Auction Settlement Terms, a form of which will be published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and may be amended from time to time. The Auction Final Price determined pursuant to an auction may be less than the market value that would otherwise have been determined in respect of the relevant Reference Obligation.

The Issuer and the Noteholders may have little or no influence in outcome of any such auction. However, there is a possibility that the Issuer or the Calculation Agent (or one of their affiliates) would act as a participating bidder in any such auction. In such capacity, it may take certain actions which may influence the Auction Final Price including (without limitation): (a) providing rates of conversion to determine the applicable currency conversion rates to be used to convert any obligations which are not denominated in the auction currency into such currency for the purposes of the auction; and (b) submitting bids, offers and physical settlement requests with respect to the relevant Deliverable Obligations. In deciding whether to take any such action (or whether to act as a participating bidder in any auction), neither the Issuer nor the Calculation Agent (or any of their affiliates) shall be under any obligation to consider the interests of any Noteholder.

No representation by Issuer, Calculation Agent and affiliates

None of the Issuer, the Calculation Agent nor any of their respective affiliates makes any representation whatsoever with respect to any Reference Entity, Reference Obligation(s) or other underlying obligation(s).

Dealings by Issuer, Calculation Agent and affiliates

The Issuer, the Calculation Agent and any of their respective affiliates may deal in Reference Obligation(s) or other underlying obligation(s) of any Reference Entity and may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with, any Reference Entity, any affiliate of any Reference Entity, and/or any other person or entity having obligations relating to any Reference Entity and may act with respect to such business in the same manner as each of them would if the Notes had not been issued, regardless of whether any such action might have an adverse effect on any Reference Entity, Reference Obligation(s) or other underlying obligation(s) or the Noteholders or otherwise (including, without limitation, any action which might constitute or give rise to a Credit Event).

No disclosure of information

The Issuer, the Calculation Agent and any of their respective affiliates may, whether by virtue of the types of relationships described herein or otherwise, on the issue date of any Notes or at any time thereafter, be in possession of information in relation to any Reference Entity, Reference Obligation(s) or other underlying obligation(s) thereof that is or may be material in the context of the issue of Notes and that may or may not be publicly available or known to Noteholders. There is no obligation on the part of the Issuer, the Calculation Agent or any such affiliates to disclose to the Noteholders any such relationship or information (whether or not confidential).

Potential conflicts of interest

HSBC Bank Middle East Limited as Issuer and HSBC Bank plc as Calculation Agent will be entitled to make certain determinations and actions and exercise certain discretions under the Credit Linked Conditions including (*inter alia*) as to whether an event constituting a Credit Event has occurred. HSBC Bank Middle East Limited or HSBC Bank plc may also be a Quotation Dealer from which the Calculation Agent may request quotations for the purposes of determining the price of the Valuation Obligation(s) of a Reference Entity following the occurrence of a Credit Event, which may affect the level of any cash amount payable under the Notes in relation to such Credit Event. As a result, potential conflicts of interest may exist between HSBC Bank Middle East Limited and the Noteholders and HSBC Bank plc and the Noteholders respectively. In their capacities as Issuer and Calculation Agent respectively, neither HSBC Bank Middle East Limited nor HSBC Bank plc acts as fiduciary for or as an adviser to any of the Noteholders in respect of any such or otherwise.

No post-issuance information

The Issuer will not provide investors with any post-issuance information regarding any Reference Entity, Reference Obligation(s) or other underlying obligation(s). In addition, prospective investors should understand that historical performance of a Reference Entity, Reference Obligation or other underlying obligation should not be viewed as predictive of future results.

Currency risk

Exchange rates can be volatile and unpredictable. Investors should be aware of the possibility of significant changes in rates of exchange between (i) the Specified Currency, (ii) the currency of any relevant underlying obligation(s) of a Reference Entity and (iii) the relevant local currency of the investor's domicile.

Risks relating to Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes

This section must be read in conjunction with the sections of this Information Memorandum entitled "*Risks relating to the Notes*" and "*Risks relating to the Notes generally*".

General — An investment in Equity-Linked Notes, Cash Equity Notes or Index-Linked Notes is speculative and entails substantial risks. Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes are only intended for investors who have the necessary experience and knowledge in order to understand the risks involved in relation to the Notes. Prospective Noteholders should understand that in some instances they could suffer a partial or complete loss of their investment subject, if applicable, to any minimum redemption amount specified in the relevant Pricing Supplement. Any investment return on a Note determined by reference to changes in the value of the Reference Asset(s) described in the Pricing Supplement is subject to fluctuation and may be less than would be received by investing in a conventional debt instrument. Changes in value of the Reference Asset(s) cannot be predicted. If so provided in the relevant Pricing Supplement, the Notes may be subject to early redemption by reference to changes in value of the Reference Asset(s). On redemption, Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes may be redeemed in such manner as the Pricing Supplement provides or, in certain circumstances, may be exchanged for other securities. If Equity-Linked Notes, Cash Equity Notes or Index-Linked Notes are redeemed prior to maturity the value may be less than the nominal amount.

Information — No investigation has been made of the financial condition or creditworthiness of any issuer of any Reference Asset(s) in connection with the issue of any Equity-Linked Notes, Cash Equity Notes or Index-Linked Notes. Prospective investors in the Notes should obtain and evaluate the same information concerning the Reference Asset(s) and each such issuer as they would if they were investing directly in the securities underlying the Reference Asset(s). In addition, prospective investors should understand that the historical performance of the Reference Asset(s) should not be viewed as predictive of future results.

Certain factors affecting value of Notes — The value of Equity-Linked Notes, Cash Equity Notes or Index-Linked Notes prior to maturity is expected to depend on a number of factors including the performance achieved by the Reference Asset(s) until that time, interest rates, volatility and time to maturity. The price at which a holder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the principal balance thereof, based upon one or more of the factors described below. The factors that will affect the trading value of the Notes interrelate in complex ways (for example, one factor may offset an increase in the trading value of the Notes caused by another factor). Factors that may be expected to impact the value of the Notes, assuming other conditions remain constant, include:

Reference Asset value. The value of the Notes will depend substantially on the value of the Reference Asset as such value is taken into account in determining, as the case may be, any amount of interest, the redemption amount, whether the Notes will be redeemed prior to scheduled maturity and/or in cash or by delivery of the Reference Asset. Fluctuations in the value of the Reference Asset may affect the value of the Notes as may expectations of fluctuation in value during the remaining period to the Maturity Date or any earlier date for determining any price or value for the purposes of determination the basis for redemption of the Notes. Political, economic and other developments that affect the Reference Asset may also affect the value of the Reference Asset.

Interest rates. The value of the Notes may be affected by changes in interest rates. Rising interest rates may lower the value of the Reference Asset, and thus, the value of the Notes while falling interest rates may increase the value of the Reference Asset and thus, the value of the Notes. Changes in interest rates may also affect the economy of a country in which the Reference Asset is traded, and which (for the reasons discussed above) would affect the value of the Notes.

Volatility of the Reference Asset. If the size and frequency of market fluctuations in value of the Reference Asset increase or decrease, the trading value of the Notes may be adversely affected.

Time remaining to maturity. The Notes may trade at a value above that which would be expected based on the level of interest rates and the value of the Reference Asset. Any such difference will reflect a "time premium" resulting from expectations concerning the Reference Asset during the period prior to the stated maturity of the Notes. As the time remaining to the stated maturity of the Notes decreases, this time premium may decrease, adversely affecting the value of the Notes.

Hedging — Prospective investors intending to acquire Equity-Linked Notes, Cash Equity Notes or Index-Linked Notes to hedge against the market risk associated with investing in any securities or indices should recognise the complexities of utilising Notes in this manner. For instance, due to fluctuating supply and demand for the Notes, there is no assurance that their value will correlate with fluctuations in value of the Reference Asset(s).

No ownership rights — An investment in the Notes is not the same as an investment in the Reference Asset(s) and does not (prior to settlement of any exchange of Notes for the Reference Asset, where applicable) confer any legal or beneficial interest in the Reference Asset(s) or any voting rights, rights to receive dividends or other rights that a holder of the Reference Asset(s) would have. The Notes are unsubordinated and unsecured obligations of the Issuer.

Actions or omissions of the issuer of the securities, the sponsor of an index or other — In certain circumstances, the actions or omissions of the issuer of securities to which the Notes relate or for which the Notes are exchangeable, the sponsor of an index to which Notes are linked or others outside the control of the Issuer, may adversely affect the rights of the Noteholders and/or the value of the Notes, including actions that may give rise to an adjustment to, or early redemption of, the Notes.

Hedging activities of the Issuer and affiliates — The Issuer or its affiliates may carry out hedging activities related to the Notes, including purchasing the Reference Asset(s) or securities underlying Reference Asset(s) (where such Reference Asset(s) is an equity index), but will not be obliged to do so. Certain of the Issuer's affiliates may also purchase and sell the Reference Asset(s) or securities underlying Reference Asset(s) (where such Reference Asset(s) is an equity index) on a regular basis as part of their securities businesses. Any of these activities could potentially affect the value of the Reference Asset(s) or securities underlying Reference Asset(s) (where such Reference Asset(s) is an equity index) and, accordingly, the value of the Notes.

Redemption for tax reasons — The Issuer may redeem the Notes in whole if the Issuer would be required to pay certain tax gross up payments in respect of the Notes. The amount payable by the Issuer on such redemption will be an amount determined by the Issuer in its sole and absolute discretion and calculated in accordance with the formula or other means specified in the relevant Pricing Supplement which may be less than amounts invested in the Notes. Noteholders may not benefit from any appreciation in value of the Reference Asset(s) that may occur following such redemption.

Risks relating to Notes denominated in Renminbi

Notes denominated and/or settled in Renminbi ("**Renminbi Notes**") outside the PRC may be issued. Set out below is a description of some of the risks that should be taken into consideration by investors in such Notes.

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of the Notes

Renminbi is not freely convertible at present. The government of the PRC (the "**PRC Government**") continues to regulate conversion between Renminbi and foreign currencies including the Hong Kong Dollar. However, there has been significant reduction in control by the PRC Government in recent years, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

On the other hand, remittance of Renminbi into and out of the PRC for the settlement of capital account items, such as capital contributions, debt financing and securities investment, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in and out of the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are being developed.

Although Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund in 2016 and policies further improving accessibility to Renminbi to settle cross-border transactions were implemented by the People's Bank of China ("**PBoC**") in 2018, there is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that the schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. Despite Renminbi internationalisation programme and efforts in recent years to internationalise the currency, there can be no assurance that the PRC Government will not impose interim or long-term restrictions on the cross-border remittance of Renminbi. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under Renminbi Notes.

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

As a result of the restrictions by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited.

While the PBoC has entered into agreements (the "**Settlement Arrangements**") on the clearing of Renminbi business with financial institutions (the "**Renminbi Clearing Banks**") in a number of financial centres and cities, including but not limited to Hong Kong, has established the Cross-Border Inter-Bank Payments System (CIPS) to facilitate cross-border Renminbi settlement and is further in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions, the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by PBoC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from PBoC, although PBoC has gradually allowed participating banks to access the PRC's onshore inter-bank market for the purchase and sale of Renminbi. The Renminbi Clearing Banks only have access to onshore liquidity support from PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In cases where the participating banks cannot source sufficient Renminbi through the above channels, they will need to source Renminbi from outside the PRC to square such open positions.

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

Investment in the Renminbi Notes is subject to interest rate risks

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

As Renminbi Notes may carry a fixed interest rate, the trading price of the Renminbi Notes will consequently vary with the fluctuations in the Renminbi interest rates. If holders of the Renminbi Notes propose to sell their Renminbi Notes before their maturity, they may receive an offer lower than the amount they have invested.

Investment in the Renminbi Notes is subject to exchange rate risks

The value of Renminbi against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. Recently, the PBoC implemented changes to the way it calculates the Renminbi's daily mid-point against the U.S. dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. All payments of interest and principal will be made in Renminbi with respect to Renminbi Notes unless otherwise specified. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the Renminbi Notes in that foreign currency will decline.

Investment in the Renminbi Notes is subject to currency risk

If the Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay any amounts as a result of Inconvertibility, Non transferability or Illiquidity (each, as defined in the Conditions), the Issuer shall be entitled, on giving not less than five or more than 30 calendar days' irrevocable notice to the investors prior to the due date for payment, to settle any such payment in U.S. dollars or another currency on the due date at the US Dollar Equivalent (as defined in the Conditions) of any such amounts. In this case, the risk factors in the section entitled "*Risks relating to the Notes – Exchange rate risks and exchange controls*" would apply as if U.S. dollars were the Specified Currency.

Payments with respect to Renminbi Notes may be made only in the manner designated in Renminbi Notes

All Renminbi payments to investors in respect of Renminbi Notes will be made solely (i) for so long as Renminbi Notes are represented by global notes or global registered notes held with the common depositary or common safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg, or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong, or (ii) for so long as Renminbi Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. Other than described in the Conditions, the Issuer cannot be required to make payment by any other means (including in any other currency or in bank instruments, by cheque or draft or by transfer to a bank account in the PRC).

There may be PRC tax consequences with respect to investment in Renminbi Notes

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

Remittance of proceeds in Renminbi into or out of the PRC

In the event that the Issuer decides to remit some or all of the proceeds into the PRC in Renminbi, its ability to do so will be subject to obtaining all necessary approvals from, and/or registration or filing with, the relevant PRC government authorities. However, there is no assurance that the necessary approvals from, and/or registration or filing with, the relevant PRC government authorities will be obtained at all or, if obtained, they will not be revoked or amended in the future. There is no assurance that the PRC Government will continue to gradually liberalise the control over cross-border Renminbi remittances in the future, that the PRC Government will not impose any interim or long-term restrictions on capital inflow or outflow which may restrict cross-border Renminbi remittances, that the pilot schemes introduced will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that the Issuer does remit some or all of the proceeds into the PRC in Renminbi and the Issuer subsequently is not able to repatriate funds out of the PRC in Renminbi, it will need to source Renminbi outside the PRC to finance its obligations under Renminbi Notes, and its ability to do so will be subject to the overall availability of Renminbi outside the PRC.

INFORMATION RELATING TO THE ISSUER

History and Development of the Issuer

The Issuer is a company limited by shares incorporated in the DIFC in Dubai, UAE under registration number 2199. The liability of its members is limited. It has its registered office and head office at Level 1, Building No. 8, Gate Village, DIFC, P.O. Box 502601, Dubai, UAE and its telephone contact number is +971 4 423 5607.

The Issuer was originally established as The Imperial Bank of Persia in the United Kingdom in September 1889. In the early 1940s, the Issuer pioneered banking in the Gulf States, with the sector going on to play a vital role in the development of the oil industry in the Middle East. Branches were opened in Kuwait (1942), Bahrain (1944), Dubai (1946), Muscat (1948) and elsewhere in the Middle East. In 1959, the Issuer became a member of the HSBC Group when it was acquired by The Hongkong and Shanghai Banking Corporation Limited.

The Issuer relocated its place of incorporation to Jersey, Channel Islands on 1 July 2003, where it was incorporated as a private limited company. The shareholder of the Issuer passed a special resolution on 5 October 2004 to re-register it as a public company with limited liability under the Companies (Jersey) Law 1991, as amended, for an unlimited duration. This re-registration was registered with the Registrar of Companies of the Jersey Financial Services Commission on 7 October 2004. On 30 June 2016, the Issuer's head office and place of incorporation was moved from Jersey to the DIFC and a certificate of continuance for the Issuer as a company limited by shares was issued by the DIFC Registrar of Companies on the same day.

The Issuer is a wholly-owned, indirectly held (via an intermediate holding entity) subsidiary of HSBC Holdings, and thereby a member of the HSBC Group. The Issuer is widely represented in the MENAT region with its head office and place of incorporation located in the DIFC, branches in the UAE, the State of Qatar, Kuwait, Bahrain and Algeria and subsidiary undertakings in the UAE, Lebanon and Morocco. The Issuer's equity shares are not listed. As at June 2018, the Issuer employed 3792 staff within its head office and branches, and 4 staff within its subsidiaries.

Ratings

As at the date of this Information Memorandum, the Issuer has been assigned the following long-term credit ratings:

- A3 (stable) by Moody's Investors Service Limited ("**Moody's**"). This means that Moody's is of the opinion that the obligations of the Issuer are upper-medium grade and are subject to low credit risk; and
- AA- (stable) by Fitch Ratings Limited ("**Fitch**"). This means that Fitch is of the opinion that the Issuer has very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.

As at the date of this Information Memorandum, the Issuer has also been assigned the following short-term credit ratings:

- P-2 by Moody's. This means that Moody's is of the opinion that the Issuer (or supporting institutions) have a superior ability to repay short-term debt obligations; and
- F1+ by Fitch. This means that Fitch is of the opinion that the Issuer has the strongest intrinsic capacity for timely payment of financial commitments.

A rating is not a recommendation to buy, sell or hold securities issued by the Issuer (or beneficial interests therein), does not address the likelihood of timing of repayment and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisations.

Legislation

Both in its jurisdiction of incorporation and generally, the Issuer is governed by, and is subject to, DIFC Law No. 1 of 2004 as amended and the relevant subsidiary regulations of the DFSA.

In relation to securities issued under the Programme, the Issuer is subject to primary and secondary legislation relating to financial services and banking regulation in the Republic of Ireland, including, *inter alia*, the listing rules of Euronext Dublin.

Principal Business Activities of the Issuer

The Issuer, through its branch network and subsidiary undertakings, provides a range of banking and related financial services for both commercial and retail customers in Bahrain, the State of Qatar, Kuwait, Algeria and the UAE.

The Issuer's principal business activities are as follows:

Retail Banking and Wealth Management

The Issuer offers a range of banking and personal financial services, such as current and savings accounts, time deposits, credit cards, mortgages, financial planning services, loans and diverse payment services.

Private Banking

The Issuer offers offshore private banking services through some of its offices within the MENAT region. Working with dedicated HSBC Private Bank offices around the world, the Issuer facilitates and coordinates the provision of advice and guidance on deposits, securities, portfolios, asset protection (through the formation of trusts and offshore companies) and other investments such as the purchase of international real estate.

Commercial Banking

The Issuer offers a range of traditional products and services tailored to help commercial customers with all their banking needs, locally and internationally. Based on relationship banking blended with innovative new ideas, the Issuer works closely with customers to understand their business and develop practical, cost effective solutions. Through ready access to an extensive team of product specialists and dedicated relationship managers, the Issuer can provide customers, including sovereigns, large corporates and small and medium enterprises, with the tailored solutions, such as trade finance, they need to assist them in achieving their business goals.

Global Markets

The Issuer's Global Markets division offers various treasury, transactional banking, financing, investments, advisory and risk management products and services to its customers, in areas such as foreign exchange, credit, rates and equities and related products such as derivative and structured products.

The Issuer's hub for treasury services is located in Dubai, UAE and provides support and services to the dealing rooms of its branch network in the MENAT region.

Global Banking

As part of the HSBC Group's regional investment banking arm in the MENAT region, the Issuer has one of the most significant investment banking operations in the region.

The Issuer offers a range of investment banking services for commercial and institutional clients. By drawing on local commercial market knowledge and international product expertise, the investment banking business is able to provide a combination of global coverage and local market penetration.

Investment banking services offered include: debt capital markets, corporate finance and advisory, asset management and securities dealing services.

Shariah-compliant Financial Products

The Issuer offers wholesale Shariah-compliant financial products to its client base from its UAE operations.

HSBC Group Operations in the MENAT region

The HSBC Group operates in the MENAT region through a number of consolidated subsidiaries, which includes: the Issuer, HSBC Bank Egypt S.A.E, HSBC Securities (Egypt) S.A.E., HSBC Bank Oman S.A.O.G., HSBC Bank A.S. Turkey, HSBC Bank Middle East Limited Representative Office Morocco SARL, HSBC Middle East Finance Company Limited, HSBC Middle East Securities LLC, The Hongkong and Shanghai Banking Corporation Limited Representative Office and HSBC Middle East Leasing Partnership. An associate company of the HSBC Group, The Saudi British Bank, and its subsidiaries, and a joint venture, HSBC Saudi Arabia, also have operations in the Middle East.

The Issuer also plays an important role in the community by supporting a range of charitable and community projects, principally through the annual Community Investment programme in the MENAT region, an annual donation scheme into which the Issuer contributed US$ 7,566,910 and 18,855 employee volunteering hours (with an estimated value of US$ 218,666) in 2017.

Organisational Structure

The HSBC Group is one of the largest banking and financial services organisations in the world, with a market capitalisation of US$ 207.4 billion as at 31 December 2017.

As at 31 December 2017, the HSBC Group had total assets of US$ 2,521,771 million, and total shareholders' equity of US$ 190,250 million. For the year ended 31 December 2017, the HSBC Group's operating profit was US$ 14,792 million on a total operating income of US$ 63,776 million. The HSBC Group had a CRD IV transitional common equity tier 1 capital ratio of 14.5 per cent. and an estimated CRD IV end point basis common equity tier 1 ratio of 14.5 per cent. as at 31 December 2017.

Headquartered in London, the HSBC Group operates through long-established businesses and has an international network of around 3,900 branches in 67 countries and territories in five geographical regions: Europe, Asia, MENAT, North America and Latin America. Within these regions, a comprehensive range of banking and related financial services is offered to personal, commercial, corporate, institutional, investment and private banking clients.

The HSBC Group's products and services are delivered to clients through four global businesses: Retail Banking and Wealth Management, Commercial Banking, Global Banking and Markets, and Global Private Banking.

Retail Banking and Wealth Management serves approximately 37 million customers worldwide through four main business areas: Retail Banking, Wealth Management, Asset Management and Insurance. The HSBC Group provides Retail Banking and Wealth Management services to individuals under the HSBC Premier and Advance propositions aimed at mass affluent and emerging affluent customers who value international connectivity and benefit from the HSBC Group's global reach and scale. For customers who have simpler everyday banking needs, HSBC's Retail Banking and Wealth Management business selectively offers a full range of banking products and services reflecting local requirements.

The HSBC Group's Commercial Banking business serves approximately 1.7 million customers in 53 countries and territories, which range from small enterprises focused primarily on their domestic markets through to corporates operating globally. The HSBC Group's Commercial Banking business supports its customers with tailored financial products and services to allow them to operate efficiently and to grow. This includes providing customers with working capital, term loans, payment services and international trade facilitation, among other services. The HSBC Group's Commercial Banking business offers its customers expertise in mergers and acquisitions, and provides access to financial markets.

The HSBC group's Global Banking and Markets business supports major government, corporate and institutional clients worldwide in achieving their long-term strategic goals through tailored and innovative solutions. The HSBC Group's deep sector expertise extends across transaction banking, financing, advisory, capital markets and risk management. The HSBC Group's Global Banking and Markets business serves approximately 4,100 clients in more than 50 countries and territories. The HSBC Group's Global Banking and Markets business continues to deliver a comprehensive range of transaction banking, financing, advisory, capital markets and risk management services.

Global Private Banking serves high net worth individuals and families, including those with international banking needs. The HSBC Group works closely with its clients to provide solutions to grow, manage and preserve wealth. The HSBC Group's Global Private Banking business products and services include: Investment Management, incorporating advisory, discretionary and brokerage services; Private Wealth Solutions, comprising trusts and estate planning, designed to protect wealth and preserve it for future generations; and a full range of Private Banking services.

The Issuer is the HSBC Group's principal operating subsidiary undertaking in the MENAT region. It is a wholly-owned, indirectly held (via an intermediate holding entity) subsidiary of HSBC Holdings.

As at the date of this Information Memorandum, the Issuer's subsidiary undertakings are:

	Country of Incorporation or registration	HBME's interest in equity capital
		(per cent.)
HSBC Financial Services (Middle East) Limited (in liquidation)	Dubai, UAE	100
HSBC Middle East Finance Company Limited	Dubai, UAE	80
HSBC Middle East Securities LLC	Dubai, UAE	100
HSBC Insurance Services (Lebanon) S.A.L (in liquidation).	Lebanon	100
HSBC Bank Middle East Limited Representative Office Morocco SARL	Morocco	99

The countries of operation are the same as the countries of incorporation.

In order to comply with local legal requirements, the ownership of the investment in HSBC Middle East Securities LLC is held 49 per cent. in the name of the Issuer and 51 per cent. in the personal name of Mr Abdul Wahid Al Ulama as nominee. Under a Memorandum of Understanding, the nominee has transferred his legal and/or beneficial interest in HSBC Middle East Securities LLC to the Issuer.

As at the date of this Information Memorandum, HSBC Financial Services (Middle East) Limited is pending dissolution following the submission of a liquidation request with the UAE Ruler's Court (as a Royal Decree Company).

On 9 December 2013, HSBC Insurance Services (Lebanon) SAL, a wholly-owned subsidiary of the Issuer, went into formal liquidation and remains in liquidation as at the date of this Information Memorandum.

Acquisitions / Disposals

The Issuer has not completed any acquisitions or disposals since July 2017.

Authorised Share Capital

As at the date of this Information Memorandum:

- the authorised share capital of the Issuer is U.S.$ 1,501,350,000, divided into: 1,500,000,000 ordinary shares of U.S.$ 1.00 each, 1,125,000 dated preference shares and 225,000 undated preference shares of US$ 1.00 each; and

- the issued share capital of the Issuer is US$ 932,005,001, divided into 931,055,001 ordinary shares of US$ 1.00 each and 725,000 dated preference shares and 225,000 undated preference shares of US$ 1.00 each.

Financial Trend Information

There are no known financial trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for the current financial year.

Management

At the date of this Information Memorandum, the Directors of the Issuer, their functions and their principal outside activities (if any) of significance to the Issuer, are as follows:

Name	Function within the Issuer	Principal Outside Activities
David Gordon Eldon	Chairman and Non-Executive Director	– Investment Promotion Ambassador Scheme (Member) – Hong Kong Academy for Performing Arts (Special Adviser to the Staff Retirement Benefits Scheme) – The Community Chest (Vice Patron) (Chairman Executive Committee) – Southern Capital Group (Advisor) – HK Institute for the Humanities and Social Science (Honorary Adviser) – Global Institute for Tomorrow (GIFT) (Advisory Council Member) – Noble Group Ltd (Vice Chairman) – HSBC Bank Middle East Limited. (Non-Executive Chairman) – DIFC Higher Board (Board Member) – New Lily International Ltd. (Advisor) – Octopus Holdings Limited (Non-Executive Chairman) – Octopus Cards Limited (Non-Executive Chairman) – Octopus Cards Client Funds Limited (Non-Executive Chairman) – HSBC Global Commercial Bank (Adviser to the CEO) – CP Group (Corporate Governance Committee Member) – HSBC Bank A.S. (Non-Executive Chairman) – HSBC Bank Egypt S.A.E. (Non-Executive Chairman) – HSBC Middle East Holdings BV (Non-Executive Chairman)
Georges Elhedery	Chief Executive Officer and Deputy Chairman and Executive Director	– HSBC Bank Middle East Limited (Board member) – HSBC Saudi Arabia (Board member) – HSBC Bank Egypt S.A.E. (Board member) – The Saudi British Bank (Board member) – HSBC Bank A.S. (Board member) – HSBC Middle East Holdings BV (Board member)

Raja Easa Al Gurg	Non-Executive Director	– Dubai Healthcare City Authority (Vice Chairperson of the Board of Directors and Executive Director) – Dubai Chamber of Commerce and Industry (Board Member) – Free Zone Council in Dubai (Board Member) – Board of Trustees of the University of Dubai (Member) – Coutts Bank (Advisory Board MENA) – Mohammad Bin Rashid University of Medicine and Health Sciences (Vice-Chairperson of Board) – Al Jalila Foundation (Chairperson of the Board of Directors) – Member of the Board of trustees of Hamdan Bin Mohammed e- University
David Dew	Non-Executive Director	– The Saudi British Bank (Director) – HSBC Saudi Arabia
Abdul Hakeem Hashim Bin Mostafawi	Executive Director	– INJAZ Qatar (Board member) – Member of the Advisory Council for The College of Business and Economics, Qatar University
Sir William Charters Patey	Non-Executive Director	– WCP Consultants Limited (Director) – Government and International Affairs Adviser, Control Risks Group – CRT Trustees Limited (Director) – Turquoise Mountain Trust (Trustee)
Abdulfattah Sayed Mansoor Sharaf	Executive Director	– HSBC Bank Oman S.A,O,G (Director – Member of the Risk Committee and Chairman of Remuneration Committee) – DIFC Higher Board (Member) – Noor Dubai Foundation (Board Member) – Advisory Board Council of the American University of Sharjah's School of Business and Management (Board Member) – Emirates Golf Federation (Board Member) – Mastercard MENA Advisory Board (Director)
Christopher David Spooner	Non-Executive Director	– Treasurer and member of the Council of the African Bird Club – a United Kingdom charity supporting bird conservation in Africa – BB 2000 Limited as Finance Director (from December 2015)
John Bartlett	Non-Executive Director	– BP Investment Management Ltd (Director) – Barnardo's a Large United Kingdom Children's Charity Director) – BP Pension Trustees Ltd (Director)

On 13 September 2017 John Bartlett joined the Board as a Non-Executive Director.

On 31 December 2017 Thomas Lindsay Slattery resigned from the Board.

On 14 February 2018 Khalid Abdullah Abdulaziz Almolhem resigned from the Board.

On 28 February 2018 Alan Keir resigned from the Board.

The business address for the purposes of correspondence for all the Directors of the Issuer is Level 1, Building No. 8, Gate Village, DIFC, P.O. Box 502601, Dubai, UAE.

The Company Secretary of the Issuer is John Alan Tothill, whose business address for the purposes of correspondence is Level 1, Building No. 8, Gate Village, DIFC, P.O. Box 502601, Dubai, UAE.

There are no conflicts of interest between any duties owed to the Issuer by its Directors or by its Company Secretary (as described above) and their private interests and/or other duties, and no such potential conflicts of interest exist to the knowledge of the Issuer as at the date of this Information Memorandum. The Issuer has procedures in place to manage any such potential conflicts of interest which arise from time to time.

Major Shareholders

The whole of the ordinary issued share capital of the Issuer and the majority of the issued preference share capital of the Issuer is beneficially owned by HSBC Middle East Holdings B.V., the Issuer's immediate parent shareholder and which is a wholly-owned, indirectly held (via an intermediate holding entity), subsidiary of HSBC Holdings. The appointment of auditors and any changes to the Memorandum and Articles of Association of the Issuer require the approval of the Issuer's shareholders in a general meeting.

Material Contracts

There are no material contracts that have been entered into in the ordinary course of the Issuer's business, which could result in any HSBC Group member being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to security holders in respect of the securities being issued under the Programme.

INFORMATION INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in, and to form part of, this Information Memorandum, **provided that** any documents incorporated by reference in any of the documents set forth below do not form part of this Information Memorandum:

- the consolidated Annual Report and Accounts of the Issuer and its subsidiary undertakings and, as it relates to the audited consolidated financial statements included therein, the auditor's report for the years ended 31 December 2016 and 2017;
- the Terms and Conditions of the Notes contained in each of the previous base prospectuses of the Issuer dated 28 September 2006, 17 January 2008, 5 February 2009, 22 April 2010, 17 May 2011 and 17 May 2012; and
- the Terms and Conditions of the Notes contained in the information memorandum dated 16 November 2004, in the information memorandum dated 15 July 2013, in the information memorandum dated 15 July 2014, as amended by the supplementary listing particulars dated 18 December 2014, in the information memorandum dated 15 July 2015, as amended by the supplementary listing particulars dated 20 October 2015, in the information memorandum dated 14 July 2016, as amended by the supplementary listing particulars dated 26 September 2016, and in the information memorandum dated 13 July 2017, as amended by the supplementary listing particulars dated 31 July 2017 and 20 February 2018,

save that any statement contained in this Information Memorandum or any information incorporated by reference herein, shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such statement.

The Issuer will, at its registered office and at the specified offices of the Paying Agents, make available for inspection during normal business hours and free of charge, upon oral or written request, a copy of this Information Memorandum and each document incorporated by reference in this Information Memorandum. Written or oral requests for inspection of such documents should be directed to the specified office of any Paying Agent.

OVERVIEW OF PROGRAMME PARTIES

The following is an overview of the roles of certain of the parties involved in the Programme. This overview does not contain all of the information that an investor should consider before investing in the Notes and is qualified in its entirety by the remainder of this Information Memorandum, the relevant Pricing Supplement and the documents relating to the Programme referred to herein. Each investor should read the entire Information Memorandum and the relevant Pricing Supplement carefully, especially the risks of investing in the Notes issued under the Programme discussed under "Risk Factors".

The Trustee acts as trustee in relation to the Notes pursuant to the Terms and Conditions of the Notes and the Trust Deed. The Trustee is entitled to exercise certain rights, duties, powers, trusts, authorities and discretions as set out in the Terms and Conditions of the Notes and the Trust Deed.

The Principal Paying Agent is appointed under the Agency Agreement for the purposes of, among other things, making payments on behalf of the Issuer to the Noteholders, dealing with replacements of Bearer Notes and Coupons and performing various other administrative functions in relation to the Notes (see further Condition 8 (*Payments*), Condition 12 (*Paying Agents, Transfer Agents, Calculation Agent and Registrar*) and Condition 13 (*Replacement and Transfer*)).

The ICSD Registrar is appointed under the Agency Agreement for the purposes of, among other things, maintaining the register of the names and addresses of the Noteholders for Registered Notes and dealing with transfers of Registered Notes (see further Condition 12 (*Paying Agents, Transfer Agents, Calculation Agent and Registrar*) and Condition 13 (*Replacement, and Transfer*)).

The Issuer may, from time to time, appoint a CMU Registrar under the Agency Agreement for the purposes of, among other things, maintaining the register of the names and addresses of the Noteholders for Registered Notes in the CMU system and performing various other administrative functions (see further Condition 12 (*Paying Agents, Transfer Agents, Calculation Agent and Registrar*) and Condition 13 (*Replacement and Transfer*)).

References to Registrars in this Information Memorandum mean the ICSD Registrar and/or the CMU Registrar, as the case may be, and any successor or additional persons appointed as such (each a "**Registrar**").

The Transfer Agent is appointed under the Agency Agreement for the purposes of, among other things, dealing with any transfers of Notes and performing various other administrative functions, including, providing replacement Notes (see further Condition 1 (*Form, Denomination and Title*), Condition 12 (*Paying Agents, Transfer Agents, Calculation Agent and Registrar*) and Condition 13 (*Replacement and Transfer*)).

The Calculation Agent is appointed under the Agency Agreement for the purposes of, among other things, calculating and publishing the rate of interest and the interest amount from time to time payable under the Notes (see further Condition 4 (*Interest on Floating Rate Notes*)).

A Calculation Agent, or in the case for Notes held in the CMU system, a Renminbi Calculation Agent may be appointed to calculate the interest payable on the Notes by, among other things, obtaining quotes and performing determinations and calculations. The identity of such Calculation Agent and/or Renminbi Calculation Agent shall be specified in the relevant Pricing Supplement.

The Issuer may, from time to time, appoint a CMU Lodging and Paying Agent under the Agency Agreement for the purposes of, among other things, making payment of principal and interest on behalf of the Issuer to the Noteholders in the CMU system and performing various other administrative functions in relation to the issue of the Notes (see further Condition 12 (*Paying Agents, Transfer Agents, Calculation Agent and Registrar*)).

References to Paying Agents in this Information Memorandum mean the Principal Paying Agent and/or the CMU Lodging and Paying Agent, as the case may be, and any successor or additional persons appointed as such (each a "**Paying Agent**"). The identity of such CMU Lodging and Paying Agent and any additional Paying Agents, if any, shall be specified in the relevant Pricing Supplement.

The Dealers are appointed under the Dealer Agreement for the purposes of subscribing for Notes; procuring a third party to purchase or subscribe for Notes; agreeing to procure the purchase or subscription for Notes by a third party and, in default thereof, themselves subscribing for Notes.

The Arranger or Arrangers (if applicable) act in an administrative capacity to facilitate the establishment and/or maintenance of the Programme.

TERMS AND CONDITIONS OF THE NOTES

The following (disregarding any sentences in italics) is the text of the terms and conditions applicable to the Notes, which, as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement(s), will be incorporated by reference into each Global Note and which will be endorsed on the Notes in definitive form (if any) issued in exchange for Global Notes representing each Tranche, details of the relevant Tranche being as set out in the relevant Pricing Supplement. The Pricing Supplement in relation to any Tranche may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with such terms and conditions, replace or modify the following terms and conditions for the purpose of such Tranche.

This Note is one of a Series of Notes (the "**Notes**") issued pursuant to the debt issuance programme (the "**Programme**") established by HSBC Bank Middle East Limited (the "**Bank**" or the "**Issuer**") and is constituted by a Trust Deed dated 16 November 2004 (such Trust Deed as last modified and restated by a modified and restated trust deed dated 12 July 2018 and as further modified and/or supplemented and/or restated from time to time, the "**Trust Deed**") made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**" which expression shall wherever the context so admits include its successors) and has the benefit of an Agency Agreement dated 16 November 2004 (such Agency Agreement as last modified and restated on 12 July 2018 and as further modified and/or supplemented and/or restated from time to time, the "**Agency Agreement**") made between, amongst others, the Issuer, the Principal Paying Agent (the "**Principal Paying Agent**" which expression shall wherever the context so admits include its successors as such in respect of the Notes), any CMU Lodging and Paying Agent (as defined below) and any successor or additional paying agents appointed in respect of the Notes (together with the Principal Paying Agent and any CMU Lodging and Paying Agent (as defined below), the "**Paying Agents**"), the ICSD Registrar (the "**ICSD Registrar**" which expression shall wherever the context so admits include any successor or additional person appointed as such in respect of the Notes), the Transfer Agent (the "**Transfer Agent**", which expression shall wherever the context so admits include any successor or additional person appointed as such in respect of the Notes), any CMU Registrar (as defined below) (together with the ICSD Registrar, the "**Registrars**" and each, a "**Registrar**") each named therein and the Trustee. The initial Principal Paying Agent, the initial ICSD Registrar and the initial Calculation Agent are named below. In addition, the Issuer may from time to time, in relation to any Notes denominated in Renminbi, appoint a CMU Lodging and Paying Agent (the "**CMU Lodging and Paying Agent**" which expression shall wherever the context so admits include any successor or additional person appointed as such in respect of the Notes, as appointed from time to time). In relation to any Notes denominated in Renminbi, a CMU Registrar (the "**CMU Registrar**" which expression shall wherever the context so admits include any successor or additional person appointed as such in respect of the Notes) may also be appointed. Details of any such CMU Lodging and Paying Agent and CMU Registrar shall be given in the relevant Pricing Supplement (as defined below).

The Trustee shall exercise the duties, power, trusts, authorities and discretions vested in it by the Trust Deed separately in relation to each Series of Notes in accordance with the provisions of the Trust Deed. Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours at the principal office for the time being of the Trustee and at the specified office of each of the Principal Paying Agent, the CMU Lodging and Paying Agent, the other Paying Agents (if any), the Registrars and the Transfer Agents appointed from time to time pursuant to the terms of the Agency Agreement. The Holders (as defined below) for the time being of Notes (the "**Noteholders**") and of any coupons ("**Coupons**") or talons ("**Talons**") (the "**Couponholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

References in these terms and conditions (the "**Conditions**") to "**Notes**" shall, where the context so requires include the temporary global Notes, the permanent global Notes, subordinated Notes ("**Subordinated Notes**"), Notes which are not subordinated and such other Notes as may from time to time be issued under the Programme, as the case may be, and the term "**Notes**" includes debt instruments, by whatever name called, issued under the Programme. References to the "**Issuer**" means HSBC Bank Middle East Limited in its capacity as issuer of Notes under the Programme. All Notes will be issued in series (each, a "**Series**") and each Series may comprise one or more tranches (each, a "**Tranche**") of Notes. Each Tranche will be the subject of a pricing supplement (the "**Pricing Supplement**"), a copy of which will be attached to or incorporated by reference in each Note of such Tranche. Subject as set out in the relevant Pricing Supplement, all Notes issued pursuant to the Programme on the same date, denominated in the same currency, having the same maturity date, bearing interest, if any, on the same basis and issued on identical terms will constitute one Tranche of Notes.

Capitalised terms used but not defined herein shall have the meaning given to them in the relevant Pricing Supplement.

1. **FORM, DENOMINATION AND TITLE**

(a) **Form**

Notes are issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**") as set out in the relevant Pricing Supplement.

(b) **Form of Bearer Notes**

Bearer Notes will be in substantially the relevant form (subject to amendment and completion) scheduled to the Trust Deed or in such other form as from time to time may be agreed. Interest-bearing Bearer Notes will, if so specified in the relevant Pricing Supplement, have attached at the time of their initial delivery Coupons, presentation of which will be a prerequisite to the payment of interest in certain circumstances specified below. Interest-bearing Bearer Notes will also, if so specified in the relevant Pricing Supplement, have attached at the time of their initial delivery a Talon exchangeable for further Coupons and the expression "**Coupons**" shall, where the context so requires, include Talons.

(c) **Form of Registered Notes**

Registered Notes will be in substantially the relevant form (subject to amendment and completion) scheduled to the Trust Deed or in such other form as may from time to time be agreed.

(d) **Instalment Notes**

Notes the principal amounts of which are repayable by instalments ("**Instalment Notes**") which are definitive Notes will have endorsed thereon a grid for recording the repayment of principal or will, if so specified in the relevant Pricing Supplement, have attached thereto at the time of their initial delivery, payment receipts ("**Receipts**") in respect of the instalments of principal.

(e) **Partly Paid Notes**

Notes may be issued on a partly paid basis ("**Partly Paid Notes**") if so specified in the relevant Pricing Supplement and any further or alternative terms applicable thereto shall be as set out in the relevant Pricing Supplement.

(f) **Denomination**

Subject to Condition 9 (*Redenomination*), Bearer Notes will be in the denomination(s) set out in the relevant Pricing Supplement. Registered Notes will be in the denomination(s) and multiples set out in the relevant Pricing Supplement.

(g) **Title**

Title to Bearer Notes, Coupons and Talons will pass by delivery. Title to Registered Notes passes by registration in the register which is kept by the relevant Registrar. References herein to the "**Holders**" of Bearer Notes or of Coupons are to the bearers of such Bearer Notes or such Coupons and references herein to the "**Holders**" of Registered Notes are to the persons in whose names such Registered Notes are so registered in the register.

To the extent permitted by law and subject to the provisions of the fourth paragraph of Condition 14(a) (*Notices*), while the Notes of any Series are represented by a Note or Notes in global form, the Issuer, the Principal Paying Agent, the CMU Lodging and Paying

Agent (as the case may be), any other Paying Agents, the Transfer Agents, the Calculation Agent and the relevant Registrar may deem and treat the Holder of any Bearer Note or of any Coupon and the Holder of any Registered Note (and, if more than one, the first named thereof) as the absolute owner thereof (whether or not such Note shall be overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for the purpose of receiving payment on account thereof and for all other purposes.

(h) **Transfer of Registered Notes**

Subject as provided in the final sentence of this Condition 1(h), a Registered Note may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in whole or in part only (**provided that** each of such part transferred and the balance not transferred is, or is an integral multiple of, the minimum denomination specified in the relevant Pricing Supplement) upon the surrender of the Registered Note to be transferred, together with the form of transfer (including, without limitation, any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed on it duly completed and executed, at the specified office of the relevant Registrar or any of the Transfer Agents together with such evidence as such Registrar, or as the case may be, such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the persons who have executed the form of transfer. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor. No Holder may require the transfer of a Registered Note to be registered during the period of 15 calendar days ending on the due date for any payment (whether of principal, redemption amount, interest or otherwise) in respect of such Note.

(i) **Delivery**

Each new Registered Note to be issued upon the transfer of a Registered Note will, within five Relevant Banking Days (as defined in Condition 19 (*Definitions*)) of the Transfer Date (as defined in Condition 19 (*Definitions*)), be available for delivery at the specified office of the relevant Registrar or, as the case may be, the relevant Transfer Agent or (at the request and risk of the Holder of such Registered Note) be mailed by uninsured post to such address as may be specified by such Holder. For these purposes, a form of transfer received by the relevant Registrar or any of the Transfer Agents after the Record Date (as defined in Condition 8(b) (*Payments*)) in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by such Registrar or such Transfer Agent until the day following the due date for such payment.

(j) **No charge**

The issue of new Registered Notes on transfer will be effected without charge to the Holder or the transferee by or on behalf of the Issuer, the relevant Registrar or the relevant Transfer Agent, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the relevant Registrar or, as the case may be, the relevant Transfer Agent may require in respect of) any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfers or exchanges.

(k) **Regulations concerning transfer and registration of Registered Notes**

All transfers of Registered Notes and entries on the Register will be made subject to the detailed regulations (the "**Regulations**") concerning exchange and transfer of Registered Notes scheduled to the Agency Agreement. The Regulations may be amended, supplemented or replaced by the Issuer with the prior written approval of the relevant Registrar but without the consent of the Holders of any Notes. A copy of the current Regulations are available for inspection during usual business hours at the specified office of the relevant Registrar and the Transfer Agents.

(l) **No Exchange**

Registered Notes may not be exchanged for Bearer Notes and Bearer Notes may not be exchanged for Registered Notes.

2. STATUS AND SUBORDINATION

The Notes of each Series (other than Subordinated Notes) constitute direct, unsecured and unsubordinated obligations of the Issuer, ranking *pari passu* without any preference among themselves and, at their date of issue, ranking *pari passu* with all other unsecured and unsubordinated obligations of the Issuer other than any such obligations preferred by law.

The Notes of each Series of Subordinated Notes constitute direct, unsecured and subordinated obligations of the Issuer ranking *pari passu* without any preference among themselves. The rights of Holders of Subordinated Notes will, in the event of the winding up of the Issuer, be subordinated in right of payment to the claims of depositors and all other creditors of the Issuer other than claimants in respect of Subordinated Indebtedness (as defined in the Trust Deed) in the manner provided in the Trust Deed.

Claims in respect of any Notes or Coupons may not be set off, or be the subject of a counterclaim, by the Holder against or in respect of any obligations of his to the Issuer, the Trustee or any other person, and every Holder waives, and shall be treated for all purposes as if he had waived, any right that he might otherwise have to set off, or to raise by way of counterclaim any claim of his in respect of any Notes or Coupons, against or in respect of any obligations of his to the Issuer, the Trustee or any other person. If, notwithstanding the preceding sentence, any Holder receives or recovers any sum or asset or the benefit of any sum or asset in respect of any Note or Coupon by virtue of any such set off or counterclaim, he shall hold the same on trust for the Issuer and shall pay the amount thereof to the Issuer or, in the event of the winding up of the Issuer, to the liquidator of the Issuer.

3. INTEREST ON FIXED RATE NOTES

(a) Application

This Condition 3 is applicable to the Notes only if the Fixed Rate Note provisions are specified in the relevant Pricing Supplement as being applicable.

(b) Accrual of interest

Fixed Rate Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 8 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless payment of the redemption amount and/or delivery of all assets deliverable is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 3 (as well after as before judgment) until whichever is the earlier of: (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and/or all assets in respect of such Note have been delivered; and (ii) the day which is seven days after the day the Principal Paying Agent or the Trustee has notified the Noteholders that it or (as applicable) any agent appointed by the Issuer to deliver the relevant assets to the Noteholders has received all sums and/or all assets due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment and/or delivery, in which case the Notes will continue to bear interest as aforesaid).

(c) Fixed Coupon Amount

The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one denomination (as specified in the relevant Pricing Supplement), shall be the relevant Fixed Coupon Amount in respect of the relevant denomination.

(d) **Calculation of interest amount**

The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (as defined in Condition 19 (*Definitions*)) (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the principal outstanding amount of such Note (as specified in the relevant Pricing Supplement) divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

4. **INTEREST ON FLOATING RATE NOTES**

(a) **Application**

This Condition 4 is applicable to the Notes only if the Floating Rate Note provisions, the Index-Linked Interest Note provisions or other variable-linked interest Note provisions are specified in the relevant Pricing Supplement as being applicable.

(b) **Accrual of interest**

Floating Rate Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 8 (*Payments)*. Each Note will cease to bear interest from the due date for final redemption unless payment of the redemption amount and/or delivery of all assets deliverable is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 4 (as well after as before judgment) until whichever is the earlier of: (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and/or all assets in respect of such Note have been delivered; and (ii) the day which is seven days after the day the Principal Paying Agent or the Trustee has notified the Noteholders that it or (as applicable) any agent appointed by the Issuer to deliver the relevant assets to the Noteholders has received all sums and/or all assets due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment and/or delivery, in which case the Notes will continue to bear interest as aforesaid).

(c) **Screen Rate Determination**

If Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(ii) if Linear Interpolation is specified as applicable in respect of an Interest Period or generally in relation to the Notes in the relevant Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates for the relevant Reference Rate which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(A) one such rate shall be determined as if the Relevant Period were the period of time for which rates for the relevant Reference Rate are available next shorter than the length of the relevant Interest Period; and

(B) the other such rate shall be determined as if the Relevant Period were the period of time for which rates for the relevant Reference Rate are available next longer than the length of the relevant Interest Period,

provided, however, that if no such rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent, acting in a commercially reasonable manner, shall determine such rate for the relevant Reference Rate at such time and by reference to such sources as it determines appropriate;

(iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(iv) if a Screen Rate Fallback Trigger has occurred, then:

(A) if ISDA Determination for Fallback provisions is specified in the relevant Pricing Supplement as being applicable, the Calculation Agent will determine the relevant Floating Rate for the relevant Interest Determination Date in accordance with Condition 4(e) (*ISDA Determination*) on the basis of the Floating Rate Option, Designated Maturity and Reset Date specified in the relevant Pricing Supplement; and

(B) in all other cases where ISDA Determination for Fallback provisions is not specified in the relevant Pricing Supplement as being applicable, the Calculation Agent will:

(1) request the Relevant Financial Centre office of each of the Reference Banks to provide a quotation at approximately the Relevant Time on the Interest Determination Date of the rate offered by it to prime banks in the Relevant Financial Centre interbank market for a period equal to the Relevant Period and in an amount that is representative for a single transaction in that market at that time; and

(2) determine the arithmetic mean (rounded, if necessary, to the nearest four decimal places, with 0.00005 being rounded upwards) of such quotations; and

(3) if fewer than the Relevant Number of Quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates quoted by major banks in the Relevant Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately the Relevant Time in the Relevant Financial Centre of the Specified Currency on the first day of the relevant Interest Period for loans in the Specified Currency to Leading Banks for a period equal to the Relevant Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate determined by the Calculation Agent at such time and by reference to such sources as it determines appropriate.

(d) **Alternative Reference Rates**

If Alternative Reference Rates is specified as applicable in the relevant Pricing Supplement and notwithstanding the provisions of Condition 4(c) (*Screen Rate*

Determination), if the Issuer (in consultation with the Calculation Agent) determines that the Reference Rate specified in the relevant Pricing Supplement has ceased to be published on the Relevant Screen Page as a result of such Reference Rate ceasing to be calculated or administered, then:

(i) if the Pricing Supplement specifies an "Alternative Pre-nominated Reference Rate", then the Rate of Interest applicable to the Notes for all future Interest Periods shall be such Alternative Pre-nominated Reference Rate and the Issuer shall promptly give notice of the change of the Reference Rate to the Alternative Pre-nominated Reference Rate with respect to the Notes to the Trustee, the Principal Paying Agent, the Calculation Agent and the relevant Noteholders (in accordance with Condition 14 (*Notices*)); or

(ii) if the Pricing Supplement does not specify an "Alternative Pre-nominated Reference Rate" then the following provisions of this Condition 4(d)(ii) will apply:"

(A) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine an alternative rate (the "**Alternative Reference Rate**") and an alternative screen page or source (the "**Alternative Relevant Screen Page**") no later than five Business Days prior to the Interest Determination Date relating to the next Interest Period (the "**IA Determination Cut-off Date**") for the purposes of determining the Rate of Interest applicable to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 4(d));

(B) the Alternative Reference Rate shall be such rate as the Independent Adviser determines has replaced the relevant Reference Rate in customary market usage for the purposes of determining floating rates of interest in respect of Eurobonds denominated in the Specified Currency, or, if the Independent Adviser determines that there is no such rate, such other rate as the Independent Adviser determines in its sole discretion is most comparable to the relevant Reference Rate, and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Reference Rate;

(C) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine an Alternative Reference Rate and Alternative Relevant Screen Page prior to the IA Determination Cut-off Date, then the Issuer (in consultation with the Calculation Agent and acting in good faith and a commercially reasonable manner) shall determine which (if any) rate has replaced the relevant Reference Rate in customary market usage for purposes of determining floating rates of interest in respect of Eurobonds denominated in the Specified Currency, or, if it determines that there is no such rate, which (if any) rate is most comparable to the relevant Reference Rate, and the Alternative Reference Rate shall be the rate so determined by the Issuer and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Reference Rate; **provided, however, that** if this Condition 4(d)(ii)(C) applies and the Issuer is unable to determine an Alternative Reference Rate and Alternative Relevant Screen Page prior to the Interest Determination Date relating to the next Interest Period, the Rate of Interest applicable to such Interest Period shall be equal to the sum of the Margin and the rate last determined in relation to the Notes in respect of a preceding Interest Period;

(D) if an Alternative Reference Rate and Alternative Relevant Screen Page is determined in accordance with the preceding provisions, such Alternative Reference Rate and Alternative Relevant Screen Page shall be the Reference Rate and the Relevant Screen Page in relation to the

Notes for all future Interest Periods (subject to the subsequent operation of this Condition 4(d));

(E) if the Independent Adviser or, in accordance with Condition 4(d)(ii)(C) above, the Issuer determines an Alternative Reference Rate in accordance with the above provisions, the Independent Adviser or the Issuer (as the case may be) may also, following consultation with the Calculation Agent, specify changes to the Relevant Time, Relevant Financial Centre, Reference Banks, Relevant Number of Quotations, Leading Banks, Day Count Fraction, Business Day Convention, Business Days and/or Interest Determination Date applicable to the Notes, and the method for determining the Rate of Interest in relation to the Notes if the Alternative Reference Rate is not available, or fewer than the required number of rates appear, on the Alternative Relevant Screen Page at any time, in order to follow market practice in relation to the Alternative Reference Rate, and shall also specify any other changes (including to the Margin) which the Issuer, following consultation with the Independent Adviser (where appointed), determines in good faith are reasonably necessary to ensure the proper operation and comparability to the Reference Rate of the Alternative Reference Rate, which changes shall apply to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 4(d)) and, for the avoidance of doubt, the Trustee shall, at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two Authorised Signatories, confirming that the Issuer or the Independent Adviser has made the relevant determinations in accordance with this Condition 4(d) and attaching the proposed amendments to the Conditions effect such amendments to the Conditions together with such consequential amendments to the Trust Deed and Agency Agreement as the Trustee may deem appropriate in order to give effect to this Condition 4(d) and the Trustee shall not be liable to any person for any consequences thereof, save as provided in the Trust Deed. No consent of the Holders of the Notes of the relevant Series or of the Holders of the Coupons appertaining thereto shall be required in connection with effecting the Alternative Reference Rate, Alternative Relevant Screen Page or such other changes, including for the execution of any documents or the taking of other steps by the Trustee, the Issuer or any of the parties to the Agency Agreement (if required)). The Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions; and

(F) the Issuer shall promptly following the determination of any Alternative Reference Rate and Alternative Relevant Screen Page give notice thereof and of any changes pursuant to Condition 4(d)(ii)(E) to the Trustee, the Principal Paying Agent, the Calculation Agent and the Noteholders (in accordance with Condition 14 (*Notices*)).

(e) **ISDA Determination**

If ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as calculation agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Pricing Supplement;

(ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Pricing Supplement; and

(iii) the relevant Reset Date (as defined in the ISDA Definitions) as specified in the relevant Pricing Supplement;

(iv) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(A) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

(f) **Index-Linked Interest and other variable-linked interest**

If the Index-Linked Interest Note provisions are specified in the relevant Pricing Supplement as being applicable, the Rate(s) of Interest applicable to the Notes for each Interest Period will be determined in the manner specified in the relevant Pricing Supplement.

(g) **Maximum or Minimum Rate of Interest**

If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Pricing Supplement, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

(h) **Determination of Rate of Interest and Calculation of Interest Amount**

The Calculation Agent will, as soon as practicable after the Relevant Time on each Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable in respect of each denomination of the relevant Floating Rate Notes (the "**Interest Amount**") for the relevant Interest Period.

The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) or otherwise in accordance with applicable market convention, as determined by the Calculation Agent, and multiplying such rounded figure by a fraction equal to the principal outstanding amount of the relevant Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(i) **Calculation of other amounts**

If the relevant Pricing Supplement specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Pricing Supplement.

(j) **Determination or Calculation by agent appointed by the Trustee**

If the Calculation Agent does not at any time for any reason determine the Rate of Interest or calculate the Interest Amount, the Trustee may (at the expense of the Issuer) appoint an agent to do so and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, such agent appointed by the Trustee shall apply the foregoing provisions of this Condition 4, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(k) **Publication**

The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s), to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum denomination, the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum denomination.

(l) **Notifications etc.**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(m) **Dividend Equivalent Payments**

In respect of any Series of Notes where the principal and/or interest in respect to such Notes is determined by reference to one or more variables such as an index, formula, security, commodity, currency exchange rate, interest rate, inflation index, the credit of one or more entities or other factor (each variable being a "**Reference Asset(s)**"), if the Pricing Supplement in respect of such Notes states the Notes are "Section 871(m) Notes", the Pricing Supplement shall further specify whether the "Dividend Withholding" or "Issuer Withholding" approach to withholding in relation to Section 871(m) of the Code shall be applicable to the Notes.

If "Dividend Withholding" is specified in the relevant Pricing Supplement, the relevant Pricing Supplement shall provide for the Issuer to make payments to Noteholders in respect of any dividend equivalent amounts attributable to any Reference Asset(s) and shall include provisions relating to the amount and timing of such payments.

If "Issuer Withholding" is specified in the relevant Pricing Supplement, the Pricing Supplement shall specify whether any dividend equivalent amounts are to be treated as being reinvested during the term of the Notes and what portion thereof is expected as of the Issue Date to be treated for U.S. federal income tax purposes as having been withheld from a payment due to the Noteholders.

(n) **Certificates, etc. to be Final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purpose of the provisions of this Condition 4 whether by the Calculation Agent, the Independent Adviser or any agent appointed by the Trustee shall (in the absence of manifest error) be final and binding on the Issuer, the Trustee (or such agent appointed by the Trustee), the Paying Agents, (where appropriate) the Registrar and the Holders of Notes and of the Coupons appertaining thereto. No Holder of Notes or of the Coupons appertaining thereto shall be entitled to proceed against the Calculation Agent, the Independent Adviser, the Trustee or any agent appointed by the Trustee, the Paying Agents, the Registrar or any of them in connection with the exercise or non-exercise by them of their powers, duties and discretions hereunder, including, without limitation, in respect of any notification, opinion, communication, determination, certificate, calculation, quotation or decision given, expressed or made for the purposes of this Condition 4.

5. **VARIABLE COUPON AMOUNT NOTES AND ZERO COUPON NOTES**

In the case of Notes which bear interest at a variable rate or rates ("**Variable Coupon Amount Notes**"), the dates on which interest shall be payable and the method of calculation of the interest payable on each such date shall be as set out in the relevant Pricing Supplement.

If any amount in respect of any Note which is non-interest bearing (a "**Zero Coupon Note**") is not paid when due, interest shall accrue on the overdue amount at a rate determined in accordance with the provisions of the relevant Pricing Supplement.

6. **REDEMPTION AND PURCHASE**

(a) **Final Redemption**

Unless previously redeemed or purchased and cancelled and subject as otherwise set out in the relevant Pricing Supplement, Notes will be redeemed at their principal amount or such other redemption amount as may be set out in or determined in accordance with the relevant Pricing Supplement on the Maturity Date specified in the relevant Pricing Supplement (or, in the case of Instalment Notes, in such number of instalments and in such amounts ("**Instalment Amounts**") as may be specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement).

(b) **Redemption for Taxation Reasons**

If the Issuer satisfies the Trustee immediately prior to the giving of the notice referred to below that:

(i) on a subsequent date for the payment of interest on any Series of Notes the Issuer would be required to pay any additional amounts in accordance with the provisions of Condition 7 (*Taxation*); or

(ii) if the Issuer were to seek to redeem the Notes (for which purpose no regard shall be had as to whether or not the Issuer would otherwise be entitled to redeem such Notes), the Issuer would (notwithstanding its having made such endeavours as the Trustee shall consider reasonable) be required to pay any additional amounts in accordance with the provisions of Condition 7(*Taxation*),

the Issuer may, having given not less than 30 nor more than 45 days' notice (ending, in the case of Floating Rate Notes, on an Interest Payment Date) to the Noteholders in respect of such Series of Notes, redeem all, but not some only, of the Notes, at their principal amount or such other redemption amount as may be set out in the relevant Pricing Supplement together with interest accrued and unpaid, if any, to the date fixed for redemption **provided that** no such notice of redemption shall be given earlier than 90 days (or in the case of Floating Rate Notes or Variable Coupon Amount Notes a number of days which is equal to the aggregate of the number of days in the then current Interest Period plus 60 days **provided that** such aggregate number of days shall not be greater than 90 days) prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

The Issuer may exercise such option in respect of any Note notwithstanding the prior exercise by the Holder thereof or by the Issuer (as the case may be) of their respective options to require the redemption of such Note under paragraphs (c) and (d) below, if the due date for redemption under this paragraph (b) would occur prior to that under paragraphs (c) or (d) (as the case may be) but not otherwise and, in such circumstances, the exercise of the option under paragraphs (c) or (d) (as the case may be) shall be rendered ineffective.

Subject only to the obligation of the Issuer to use such endeavours as aforesaid, it shall be sufficient, to establish the circumstances required to be established pursuant to this Condition 6(b), if the Issuer shall deliver to the Trustee a certificate of an independent legal adviser or accountant satisfactory to the Trustee to the effect either that such circumstances do exist or that, upon a change in or amendment to the laws (including any regulations pursuant thereto), or in the interpretation or administration thereof, of the Dubai International Financial Centre ("**DIFC**") or the United Arab Emirates ("**UAE**") (as the case may be) or any political subdivision or any authority thereof or therein having power to tax, which at the date of such certificate is proposed and in the opinion of such legal adviser or accountant is reasonably expected to become effective on or prior to the date on which the relevant payment of principal or interest in respect of the Notes would otherwise be made, becoming so effective, such circumstances would exist and, for these purposes, the Trustee shall accept such certificate or opinion without further enquiry and without liability to any person as sufficient evidence of the existence of such circumstances and such certificate or opinion shall be conclusive and binding on the Noteholders and Couponholders.

(c) **Redemption at the Option of the Issuer**

If this Condition 6(c) is stated to be applicable in the relevant Pricing Supplement, Notes shall be redeemable at the option of the Issuer. In such case, the Issuer may at any time (in the case of Fixed Rate Notes or Zero Coupon Notes), on any Interest Payment Date (in the case of Floating Rate Notes or Variable Coupon Amount Notes) or otherwise as set out in the relevant Pricing Supplement, on giving (in accordance with Condition 14 (*Notices*)) not less than 30 nor more than 60 days' notice (or such other period as set out in the relevant Pricing Supplement) to the Noteholders (such notice being irrevocable) specifying the date fixed for such redemption, on the date so fixed, redeem all of such Notes (or, if so specified in the relevant Pricing Supplement and subject as therein specified, some only of the Notes) at their principal amount or such other early redemption amount as set out in the relevant Pricing Supplement together with interest accrued but unpaid thereon to the date fixed for redemption.

If the Notes of a Series are to be redeemed in part only on any date in accordance with this paragraph (c):

(i) in the case of Bearer Notes (other than a temporary global Note or permanent global Note), the Notes to be redeemed shall be drawn by lot in such European city as the Principal Paying Agent may specify or, as the case may be, a city as the CMU Lodging and Paying Agent may specify, or identified in such other manner or in such other place as the Principal Paying Agent or the CMU Lodging and Paying Agent (as the case may be) and the Trustee may approve and deem appropriate and fair, subject to the rules and procedures of Euroclear and/or Clearstream, Luxembourg (such redemption to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion); and

(ii) in the case of Registered Notes, the Notes shall be redeemed (so far as may be practicable) *pro rata* to their principal amounts, **provided always that** the amount redeemed in respect of each Note shall be equal to the minimum denomination thereof or an appropriate multiple thereof, subject always to compliance with all applicable laws and the requirements of each listing authority, stock exchange and/or quotation system (if any) by which the relevant Notes may have been admitted to listing, trading and/or quotation.

In the case of the redemption of part only of a Registered Note, a new Registered Note in respect of the unredeemed balance shall be issued in accordance with Condition 13 (*Replacement and Transfer*) which shall apply as in the case of a transfer of Registered Notes as if such new Registered Note were in respect of the untransferred balance.

(d) **Redemption at the Option of the Noteholders**

If this Condition 6(d) is stated to be applicable in the relevant Pricing Supplement, Notes shall be redeemable at the option of the Noteholders. In such case, upon any Noteholder giving to the Issuer notice of redemption (such notice being irrevocable) the Issuer will, in accordance with the provisions set out in the relevant Pricing Supplement, redeem in whole (but not in part) the Note(s) specified in such notice at their principal amount or such other amount as may be set out in or determined in accordance with the relevant Pricing Supplement together with interest accrued but unpaid thereon to the date fixed for redemption.

In order to give such notice, the Holder must, not less than 45 days before the date for redemption as set out in the relevant Pricing Supplement (or such other period as may be set out in the Pricing Supplement), deposit the relevant Note (together, in the case of an interest-bearing Definitive Note, with any unmatured Coupons appertaining thereto) with, in the case of a Bearer Note, any Paying Agent, or, in the case of a Registered Note, the relevant Registrar or any Transfer Agent together with a duly completed redemption notice in the form which is available from the specified office of any of the Paying Agents or, as the case may be, the relevant Registrar or any Transfer Agent. The Holder of a Note may not exercise such option in respect of any Note which is the subject of an exercise by the Issuer of its option to redeem such Note under Condition 6(b), (c) or (i).

(e) **Purchases**

The Issuer or any holding or subsidiary company of it or any subsidiary of any such holding company may at any time purchase Notes at any price in the open market or otherwise and may resell the same.

(f) **Cancellation**

All Notes redeemed pursuant to paragraph (a), (b), (c), (d) or (i) of this Condition 6 shall, and all Notes purchased pursuant to paragraph (e) of this Condition 6 may, at the option of the Issuer, be cancelled forthwith (together with, in the case of Definitive Bearer Notes, all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith) by the Paying Agent through which they are redeemed or by the Principal Paying Agent or the CMU Lodging and Paying Agent (as the case may be) to which they are surrendered. All Notes redeemed or purchased and cancelled as aforesaid may not be re-issued or resold.

(g) **Zero Coupon Notes**

Where Zero Coupon Notes are redeemed by the Issuer prior to the Maturity Date set out in the relevant Pricing Supplement, they shall be redeemed at a redemption amount determined in accordance with the provisions set out in the relevant Pricing Supplement.

(h) **Other Redemption Provisions**

The relevant Pricing Supplement may provide for other circumstances in which Notes may or shall be redeemed, the amount payable on such redemption in respect of principal only, principal and interest or interest only and whether or not Notes so redeemed shall or may be cancelled pursuant to paragraph (f) of this Condition 6.

(i) **Illegality and Force Majeure**

The Issuer shall have the right to terminate its obligations under the Notes, if the Issuer shall have determined in its absolute discretion, that the performance of such obligations shall have become unlawful or impracticable in whole or in part for any reason whatsoever, including (without prejudice to the generality of the foregoing) as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive or with any requirement or request of any governmental, administrative, legislative or judicial authority or power. In such circumstances the Notes shall be redeemable at the option of the Issuer in accordance with Condition 6(c) (*Redemption at the Option of the Issuer*) even if Condition 6(c) (*Redemption at the Option of the Issuer*) is specified as "Not Applicable" in the relevant Pricing Supplement.

For Notes which are specified as Credit-Linked Notes, please also refer to the section entitled "Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)" which includes additional redemption and purchase circumstances relating to such Notes.

For Notes which are specified as Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes, please also refer to the section entitled "Additional Terms and Conditions relating to Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes" which includes additional redemption and purchase circumstances relating to such Notes.

7. **TAXATION**

Except as otherwise set out in the relevant Pricing Supplement, all payments by the Issuer of principal and interest in respect of the Notes will be made without withholding or deduction for or on account of any taxes, duties, assessments or governmental charges of whatever nature, present or future, as are imposed or levied by or on behalf of the DIFC or the UAE (or any authority or political subdivision therein or thereof having power to tax) unless the Issuer is required by law to withhold or deduct any such taxes, duties, assessments or governmental charges.

In that event, the Issuer will pay such additional amounts in respect of payments of principal and interest (in the case of Notes which are not Subordinated Notes) or in respect of interest but not principal (in the case of Subordinated Notes) as may be necessary in order that the net amounts received by the Noteholders or Couponholders, as the case may be, after such withholding or deduction shall equal the respective amounts which would have been received by them in respect of the relevant payments of principal and interest (in the case of Notes which are not Subordinated Notes) or of principal only (in the case of Subordinated Notes) in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

(a) to, or to a third party on behalf of, a Holder of a Note or Coupon who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with the DIFC or the UAE other than the mere holding of such Note or Coupon; or

(b) unless it is proved, in the case of Bearer Notes, to the satisfaction of the Principal Paying Agent, the CMU Lodging and Paying Agent (as the case may be) or the Paying Agent to whom the same is presented, or, in the case of Registered Notes, to the satisfaction of the relevant Registrar, that the Holder is unable to avoid such withholding or deduction by satisfying any statutory requirement or by making a declaration of non-residence or other similar claim for exemption to a Paying Agent or the relevant tax authorities (as applicable) or by notifying (and/or presenting evidence of such notification) any tax authorities of such payment of principal or interest or by presenting the relevant Note or Coupon at the specified office of another Paying Agent (whether within or outside the European Union); or

(c) more than 30 days after the Relevant Date (defined below) except, in the case of Bearer Notes, to the extent that the Holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days; or

(d) in the case of Registered Notes, unless the Holder, immediately upon becoming the Holder, is otherwise entitled to a complete exemption from withholding taxes on payments under the Notes; or

(e) to, or to a third party on behalf of, a Holder who is not the sole beneficial owner of the Note or any Coupon, or a portion of either, or that is a fiduciary or partnership, but only to the extent that a beneficiary or settlor with respect to the fiduciary, a beneficial owner or member of the partnership would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment.

As used herein the "**Relevant Date**" means the date on which such payment first becomes due but, in the case of Bearer Notes, if the full amount of the money payable has not been received by the Principal Paying Agent, the CMU Lodging and Paying Agent (as the case may be) or the Trustee on or prior to such due date, it means the date on which, the full amount of such money having been so received, notice to that effect shall have been duly given to the relevant Noteholders in accordance with Condition 14.

Any reference in these Conditions to principal or interest or both in respect of the relevant Notes shall be deemed to include, as applicable:

(i) any additional amounts which may be payable under this Condition 7 or pursuant to any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed;

(ii) the principal amount payable on the relevant Notes on the Maturity Date specified in the relevant Pricing Supplement;

(iii) the principal amount payable on redemption of the relevant Notes prior to such Maturity Date; and

(iv) any premium and any other amounts which may be payable under or in respect of the relevant Notes.

Notwithstanding any other provision in these Conditions, the Issuer shall be permitted to withhold or deduct any amounts permitted or required by the rules of Section 871(m) of the Code or Sections 1471 through 1474 of the Code (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the US Internal Revenue Service ("**U.S. Permitted Withholding**"). The Issuer and the Paying Agents will have no obligation to pay additional amounts or otherwise indemnify a holder for any U.S. Permitted Withholding deducted or withheld by the Issuer, a Paying Agent or any other party as a result of any person (other than an agent of the Issuer) not being entitled to receive payments free of U.S. Permitted Withholding.

8. PAYMENTS

(a) Bearer Notes

Payments of principal and interest (if any) in respect of Bearer Notes will (subject as provided below) be made against presentation and (save in the case of partial payment or payment of an Instalment Amount (other than the final Instalment Amount)) surrender of the relevant Note or, in the case of payments of interest, surrender of the relevant Coupon at the specified office of any Paying Agent outside the United States (subject to the next paragraph).

Payments of amounts due in respect of interest on Bearer Notes and exchanges of Talons for Coupon sheets will not be made at the specified office of any Paying Agent in the United States (as defined in the United States Internal Revenue Code of 1986 and Regulations thereunder) unless (a) payment in full of amounts due in respect of interest on such Notes when due or, as the case may be, the exchange of Talons at all the specified offices of the Paying Agents outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (b) such payment or exchange is permitted by applicable United States law, in which case the Issuer shall forthwith appoint a further Paying Agent with a specified office in New York City.

If the due date for payment of any amount due in respect of any Bearer Note is not both a Relevant Financial Centre Day and, if such Bearer Note is a Definitive Bearer Note or if the Pricing Supplement so specifies, a Local Banking Day (each as defined below), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions in which event interest shall continue to accrue as provided in Condition 3 (*Interest on Fixed Rate Notes*), 4 (*Interest on Floating Rate Notes*) or 5 (*Variable Coupon Amount Notes and Zero Coupon Notes*), as appropriate.

Payment of Instalment Amounts (other than the final Instalment Amount) in respect of an Instalment Note which is a Definitive Bearer Note with Receipts will be made against presentation of the Note together with the relevant Receipt and surrender of such Receipt.

The Receipts are not and shall not in any circumstances be deemed to be documents of title and if separated from the Note to which they appertain will not represent any obligation of the Issuer. Accordingly, the presentation of a Note without the relative Receipt or the presentation of a Receipt without the Note to which it appertains shall not entitle the Holder to any payment in respect of the relevant Instalment Amount.

Upon the due date for redemption of any Definitive Bearer Note other than a Fixed Rate Note all unmatured Coupons and Talons (if any) relating to such Definitive Bearer Note (whether or not attached) shall become void and no payment shall be made in respect of them. Definitive Bearer Notes which are Fixed Rate Notes should be presented for payment with all unmatured Coupons appertaining thereto, failing which the face value of any missing unmatured Coupon (or, in the case of payment not being made in full, that portion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total amount of principal due) will be deducted from the sum due for payment. Any amount of principal so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon within a period of ten years from the Relevant Date (as defined in Condition 7 (*Taxation*)) for the payment of such principal, whether or not such Coupon has become void pursuant to Condition 11 (*Prescription*) or, if later, five years from the date on which such Coupon would have become due.

Notwithstanding the above, if any Definitive Bearer Notes should be issued with a Maturity Date and an interest rate or rates such that, on the presentation for payment of any such Definitive Bearer Note without any unmatured Coupons attached thereto or surrendered therewith, the amount required to be deducted would be greater than the amount otherwise due for payment, then, upon the due date for redemption, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that the amount required to be deducted would not be greater than the amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Definitive Bearer Note to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates. Upon any Definitive Bearer Notes becoming due and repayable prior to their Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

In relation to Definitive Bearer Notes initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside the United States (save as provided above) in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 11 (*Prescription*). Each Talon shall, for the purpose of these Conditions, be deemed to mature on the due date for the payment of interest on which the final Coupon comprised in the relative Coupon sheet matures.

If (otherwise than by reason of the application of the above) the due date for redemption of any Definitive Bearer Note is not the due date for the payment of a Coupon appertaining thereto, interest accrued in respect of such Note from (and including) the last preceding due date for the payment of a Coupon (or from the Issue Date or the Interest Commencement Date, as the case may be) will be paid only against surrender of such Bearer Note and all unmatured Coupons appertaining thereto.

(b) **Registered Notes**

Payment of the amount due on final redemption (the "**Redemption Amount**") in respect of Registered Notes will be made against presentation and, save in the case of partial payment of the Redemption Amount, surrender of the relevant Registered Notes at the specified office of the relevant Registrar. If the due date for payment of the Redemption Amount of any Registered Note is not both a Relevant Financial Centre Day and, if such Registered Note is not in global form or if the Pricing Supplement so specify, a Local Banking Day (each as defined below), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions in which event interest shall continue to accrue as provided in Condition 3 (*Interest on Fixed Rate Notes*), 4 (*Interest on Floating Rate Notes*) or 5 (*Variable Coupon Amount Notes and Zero Coupon Notes*), as appropriate.

Payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Registered Notes will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the relevant Registrar at the close of business (local time in the place of the specified office of the relevant Registrar) on the fifteenth day prior to the due date for such payment (the "**Record Date**").

Payment will be made in the currency in which such amount is due either by cheque posted to the Noteholder's registered address (or, in the case of joint Holders, the first-named) not later than the relevant due date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the relevant Registrar and such Registrar has acknowledged such application for payment to be made to a designated account denominated in the relevant currency, in each case as specified in paragraph 8(c) below.

(c) **Payment of US Dollar Equivalent**

The following provisions apply to both Bearer Notes and Registered Notes denominated in Renminbi only.

Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest in respect of Notes denominated in Renminbi when due in Renminbi in Hong Kong, the Issuer may, on giving not less than 5 or more than 30 calendar days' irrevocable notice to the Noteholders prior to the due date for payment, settle any such payment in U.S. Dollars on the due date at the US Dollar Equivalent of any such Renminbi denominated amount.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8(d) above by the Renminbi Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Agents and all Noteholders.

(d) **General Provisions**

The following provisions apply to both Bearer Notes and Registered Notes. Payments of amounts due (whether principal, interest or otherwise) in respect of Notes will be made in the currency in which such amount is due by transfer to an account denominated in the relevant currency specified by the payee, **provided that** payments in respect of Notes held in the CMU Service will be made to the person(s) for whose account(s) interests in the relevant Bearer Note or, as the case may be, Registered Note are credited as being held with the CMU Service in accordance with the CMU Rules (as defined in the Trust Deed) at the relevant time as notified to the CMU Lodging and Paying Agent by the CMU Service in a relevant CMU Instrument Position Report (as defined in the Trust Deed) or any other relevant notification by the CMU Service, which notification shall be conclusive evidence of the records of the CMU Service (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment. For the avoidance of doubt, so long as any Note or Coupon is held by the CMU Service, presentation thereof to the CMU Lodging and Paying Agent shall not be required as a precondition of its making payments in respect thereof.

Payments of principal, interest and other amounts (if any) in respect of Notes are subject in all cases to any fiscal or other laws and regulations applicable in the place of payment but without prejudice to the provisions of Condition 7 (*Taxation*).

Without prejudice to the generality of the foregoing, the Issuer reserves the right to require any person receiving payment of principal, interest and/or other sums, or as the case may be, payment of interest with respect to any Note or Coupon to provide a Paying Agent with such certification or information as may be required to enable the Issuer to comply with the requirements of the United States Federal Income Tax laws or such other laws as the Issuer may be required to comply with.

9. **REDENOMINATION**

(a) **General**

Where redenomination is specified in the relevant Pricing Supplement as being applicable, and in respect of Notes denominated in a National Currency Unit (as defined below) (the "**Relevant Currency**") the Issuer may, without the consent of the Trustee or the Noteholders, on giving at least 30 days' prior notice to the Noteholders in accordance with Condition 14 (*Notices*), designate a Redenomination Date in respect of such Notes.

With effect from the Redenomination Date:

(i) each Note shall (unless already so provided by mandatory provisions of applicable law) be deemed to be redenominated into an amount of euro in the denomination of euro 0.01 with a principal amount for each Note equal to the principal amount of that Note in the Relevant Currency converted into euro at the rate for the conversion of the Relevant Currency into euro established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to roundings in accordance with EC regulations); **Provided**, **however**, **that**, if the Issuer determines, with the prior approval of the Trustee, that the market practice in respect of the redenomination into euro 0.01 of internationally offered securities is different from that specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the Paying Agents of such deemed amendments;

(ii) if Notes are in definitive form:

(A) all unmatured Coupons denominated in the Relevant Currency (whether or not attached to the Notes) will become void with effect from the date (the "**Euro Exchange Date**") on which the Issuer gives notice (the "**Euro Exchange Notice**") to the Noteholders that replacement Notes and Coupons denominated in euro are available for exchange (**provided that** such Notes and Coupons are available) and no payments will be made in respect thereof;

(B) the payment obligations contained in all Notes denominated in the Relevant Currency will become void on the Euro Exchange Date but all other obligations of the Issuer thereunder (including the obligation to exchange such Notes in accordance with this Condition 9(a)(ii)) shall remain in full force and effect; and

(C) new Notes and Coupons denominated in euro will be issued in exchange for Notes and Coupons denominated in the Relevant Currency in such manner as the Principal Paying Agent may specify and as shall be notified to the Noteholders in the Euro Exchange Notice;

(iii) all payments in respect of the Notes (other than, unless the Redenomination Date is on or after such date as the Relevant Currency ceases to be a sub-division of the euro, payments of interest in respect of periods commencing before the Redenomination Date) will be made solely in euro, as though references in the Notes to the Relevant Currency were to euro. Such payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Communities; and

(iv) such other changes will be made to the Programme as the Issuer may decide, with the prior written approval of the Trustee, to conform such Notes to conventions then applicable to instruments denominated in euro. Any such other changes will not take effect until after they have been notified to the Noteholders in accordance with Condition 14 (*Notices*).

None of the Issuer, the Trustee, or any Paying Agent will be liable to any Noteholder or other person for any commissions, costs, losses or expenses in relation to or resulting from any credit or transfer of euro or any currency conversion or rounding effected in connection therewith.

(b) **Interest**

Following redenomination of the Notes pursuant to Condition 9(a) above:

(i) where Notes are in definitive form, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate principal amount of the Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01;

(ii) in respect of Fixed Rate Notes where interest is payable annually, any interest required to be calculated for a period of less than one year in respect of the Notes shall be calculated on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed fall in a leap year, the sum of (a) the number of those days falling in a leap year divided by 366 and (b) the number of those days falling in a non-leap year divided by 365); **provided**, **however**, **that** if the Issuer determines, with the prior agreement of the Trustee, that the market practice in respect of internationally offered euro denominated securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the Paying Agents of such deemed amendment;

(iii) in respect of Fixed Rate Notes where interest is payable quarterly or semi-annually, the amount of interest payable in respect of each Note on any Interest Payment Date shall be calculated by applying the Rate of Interest to the principal amount of such Note, dividing the product by four or two (as the case may be) and rounding the figure down to the nearest euro 0.01. If interest is required to be calculated for any other period, it shall be calculated on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed fall in a leap year, the sum of (a) the number of those days falling in a leap year divided by 366 and (b) the number of those days falling in a non-leap year divided by 365); **provided**, **however**, **that** if the Issuer determines, with the prior agreement of the Trustee, that the market practice in respect of such internationally offered euro denominated securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the Paying Agents of such deemed amendment;

(iv) in respect of Floating Rate Notes, the Interest Amount payable in respect of the Notes for each Interest Period will be calculated by applying the Rate of Interest for such Interest Period to the principal amount of such Note during the Interest Period, multiplying the product by the actual number of days in such Interest Period divided by 360 and rounding the resulting figure down to the nearest euro 0.01; and

(v) in respect of Floating Rate Notes, the Rate of Interest for any subsequent Interest Period shall be determined by the Calculation Agent on the basis of provisions which it determines, in its sole and absolute discretion, reflects the market practice in respect of internationally offered euro denominated securities.

10. ENFORCEMENT

(a) In the case of any Series of Notes other than Subordinated Notes, if default is made for a period of 14 days or more in the repayment of any principal or the delivery of any Entitlement due on the Notes of such Series or any of them or in the payment of any interest due in respect of the Notes of such Series or any of them, then the Trustee may at its discretion, and if so requested by the Holders of at least one-fifth in principal amount of such Notes then outstanding or if so directed by an Extraordinary Resolution (as defined in the Trust Deed) of the Holders of such Notes (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) shall, give written notice to the Issuer that the Notes of such Series are immediately due and repayable, whereupon the principal amount of such Notes or such other amount as set out in the relevant Pricing Supplement shall become immediately due and repayable together with interest accrued to (but excluding) the date of actual repayment;

Provided that it shall not be such a default to withhold or refuse any such payment or delivery (1) in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction, in each case applicable to such payment or delivery or (2) in cases of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice given at any time during the said period of 14 days by independent legal advisers acceptable to the Trustee as to such validity or applicability.

(b) In the case of any Series of Subordinated Notes:

(i) if default is made for a period of 7 days or more in the repayment of any principal due on the Notes of such Series or any of them or for a period of 14 days or more in the payment of any interest due in respect of the Notes of such Series or any of them, then the Trustee may, in order to enforce payment, at its discretion and without further notice, in the case of a Series of Subordinated Notes, institute proceedings for the winding up of the Issuer in the DIFC,

Provided that it shall not be such a default to withhold or refuse any such payment (1) in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction, in each case applicable to such payment or (2) in cases of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice given at any time during the said period of 7 or 14 days, as the case may be, by independent legal advisers acceptable to the Trustee as to such validity or applicability;

(ii) the Trustee may at its discretion and without further notice institute such proceedings against the Issuer as it may think fit and may, subject as hereinafter provided, institute proceedings for the winding up of the Issuer in the DIFC to enforce any obligation, condition or provision binding on the Issuer under the Trust Deed in relation to such Series of Subordinated Notes or under such Notes or the Coupons appertaining thereto (other than any obligation for the payment of any principal or interest in respect of such Notes or Coupons or any other payment obligation in respect thereof) **provided that** the Issuer shall not by virtue of the institution of any such proceedings other than proceedings for the winding up of the Issuer be obliged to pay any sum or sums (whether in respect of principal or interest or other sums in respect of the relevant Notes or the Coupons appertaining thereto or by way of damages in respect of any breach of any such obligation, condition or provision or otherwise howsoever). The Trustee may only institute proceedings for the winding up of the Issuer to enforce the obligations above referred to in this paragraph if a default by the Issuer thereunder is not remedied to the satisfaction of the Trustee within 60 days (or such longer period as the Trustee may permit) after notice of such default has been given to the Issuer by the Trustee requiring such default to be remedied.

NB: The restriction on the payment of damages would have the effect of limiting the remedies available to the Trustee in the event of a breach of certain covenants by the Issuer.

(c) In the case of any Series of Notes, in the event of an order being made or an effective resolution being passed for the winding up of the Issuer in the DIFC (otherwise than in connection with a scheme of reconstruction or amalgamation the terms of which shall previously have been approved in writing by the Trustee or by an Extraordinary Resolution of the Holders of the relevant Series of Notes) the Trustee may declare the Notes of the relevant Series to be due and redeemable immediately (and such Notes shall thereby become so due and redeemable) at their principal amount together with accrued interest as provided in the Trust Deed and the relevant Pricing Supplement or at such other amount, or at such amount calculated in accordance with such other formula, as is set out in the relevant Pricing Supplement.

(d) The Trustee shall not in any event be bound to take any of the actions referred to in Condition 10(b)(i) or (ii) or Condition 10(c) above in respect of any Series of Notes unless (i) it shall have been so requested in writing by the Holders of at least one-fifth of the principal amount of the Notes of the relevant Series then outstanding or it shall have been so directed by an Extraordinary Resolution of the Holders of the Notes of the relevant Series and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

(e) No remedy against the Issuer other than as specifically provided by this Condition 10 or the Trust Deed shall be available to the Trustee, the Noteholders or Couponholders in respect of any Series of Notes whether for the recovery of amounts or assets owing in respect of such Notes or the Coupons appertaining thereto or under the Trust Deed or in respect of any breach by the Issuer of any obligation, condition or provision under the Trust Deed or such Notes or Coupons or otherwise, and no Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound to proceed, fails to do so within a reasonable period and such failure shall be continuing in which case any such Holder may, upon giving an indemnity satisfactory to the Trustee, in the name of the Trustee (but not otherwise), himself institute proceedings against the Issuer for the relevant remedy to the same extent (but not further or otherwise) that the Trustee would have been entitled to do so.

11. PRESCRIPTION

Notes and Coupons will become void unless presented for payment within a period of ten (10) years and five (5) years, respectively, from the Relevant Date (as defined in Condition 7 (*Taxation*)) in respect thereof. Any monies paid by the Issuer to the Principal Paying Agent, CMU Lodging and Paying Agent (as the case may be) or the Trustee for the payment of the principal or interest in respect of any Notes or Coupons and remaining unclaimed when such Notes or Coupons become void will then revert to the Issuer and all liability of the Principal Paying Agent, the CMU Lodging and Paying Agent (as the case may be) or the Trustee with respect thereto will thereupon cease.

There shall not be included in any Coupon sheet issued in exchange for a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 11 or Condition 8 (*Payments*).

12. PAYING AGENTS, TRANSFER AGENTS, CALCULATION AGENT AND REGISTRAR

(a) The Agency Agreement contains provisions indemnifying the Principal Paying Agent, the CMU Lodging and Paying Agent, the Paying Agents and Transfer Agents (if any) and the Registrars and absolving them from responsibility in connection with certain matters. The Agency Agreement may be amended by the parties thereto in relation to any Series of Notes if, in the opinion of the Issuer and the Trustee, the amendment will not materially adversely affect the interests of the relevant Holders.

(b) The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent, the CMU Lodging and Paying Agent, any Paying Agent or Transfer Agent, the Calculation Agent or any Registrar and to appoint additional or other Paying Agents and/or Transfer Agents or a substitute Calculation Agent or a substitute Registrar, **provided that** it will, so long as any Notes are outstanding, maintain (i) a Calculation Agent, (ii) a Paying Agent, and (iii) in the case of any Registered Notes, a Registrar with a specified office in England or such City as may be specified in the relevant Pricing Supplement. Notice of all changes in the identities or specified offices of any Paying Agent, Calculation Agent or Registrar will be given by the Issuer to Noteholders in accordance with Condition 14.

(c) For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Pricing Supplements), all percentages resulting from such calculations will be rounded, if necessary, to five decimal places (with 0.000005 per cent. being rounded up to 0.00001 per cent.).

13. REPLACEMENT AND TRANSFER

Should any Note or Coupon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office (in the case of a Bearer Note or Coupon) of the Principal Paying Agent, the CMU Lodging and Paying Agent (as the case may be) or such other Paying Agent or office as the Trustee may approve or (in the case of Registered Notes) of the relevant Registrar upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

Upon the terms and subject to the conditions set out in the Agency Agreement, a Registered Note may be transferred in whole or in part only (**provided that** such part is, or is an appropriate multiple of, the minimum denomination set out in the Pricing Supplement) by the Holder or Holders surrendering the Registered Note for registration of transfer at the office of the relevant Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the relevant Registrar, duly executed by the Holder or Holders thereof or his or their attorney duly authorised in writing. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.

Each new Registered Note to be issued upon the transfer of a Registered Note will, within three Relevant Banking Days of the Transfer Date be available for delivery at the specified office of the relevant Registrar or, at the option of the Holder requesting such transfer be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder.

The costs and expenses of effecting any registration of transfer pursuant to the foregoing provisions, except for the expenses of delivery by other than regular mail or insurance charges that may be imposed in relation thereto, shall be borne by the Issuer.

The relevant Registrar shall not be required to register the transfer of Registered Notes for a period of 15 days preceding the due date for any payment of principal of or interest in respect of such Notes.

14. **NOTICES**

(a) All notices to the Holders of Bearer Notes or the Coupons appertaining thereto will be valid if published in one leading daily newspaper with general circulation in London (which is expected to be the Financial Times) or Asia (as the case may be) and, if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Europe or Asia (as the case may be) and, if the Notes are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system by publication in a manner such that the rules of such listing authority, stock exchange and/or quotation system by which the Notes have then been admitted to listing, trading and/or quotation have been complied with. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers).

Holders of any Coupons appertaining to Bearer Notes will be deemed for all purposes to have notice of the contents of any notice given to the Holders of such Bearer Notes in accordance herewith.

Any notices to Holders of Registered Notes will be deemed to have been validly given if mailed to their registered addresses (as advised by the relevant Registrar) or to that of the first named of them in the case of joint Holders. Any such notice shall be deemed to be given on the second day after the date of mailing.

Notwithstanding the foregoing, while the Notes of any Series are represented by a Note or Notes in global form ("**Global Notes**") and such Global Notes are deposited with, or with a depositary for or on behalf of, Euroclear and/or Clearstream, Luxembourg and/or any other clearing system or depositary, each person who has for the time being a particular principal amount of the Notes credited to his securities account in the records of Euroclear or Clearstream, Luxembourg or such other clearing system or depositary shall be treated as the Holder in respect of that principal amount of the Notes for all purposes other than for the purposes of payment of principal and interest on such Notes, and in such case notices to the Holders may be given by delivery of the relevant notice to the relevant clearing system or depositary and such notices shall be deemed to have been given to the Holders holding through the relevant clearing system or depositary on the date of delivery to the relevant clearing system or depositary.

Notwithstanding the foregoing, while the Notes of any Series are represented by a Global Note, and such Global Notes are deposited with a sub-custodian for and registered in the name of The Hong Kong Monetary Authority ("**HKMA**"), as operator of the CMU, notices to Holders may be given by delivery of the relevant notice to persons shown in the CMU Instrument Position Report (as defined in the Agency Agreement) issued by the HKMA on the business day prior to the date of despatch of such notice. Any such notice shall be deemed to have been given to the Holders on the second day after the day on which such notice is delivered to the persons shown in the relevant CMU Instrument Position Report.

(b) Notices given by any Noteholder shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Principal Paying Agent, the CMU Lodging and Paying Agent (as the case may be) or other Paying Agent (if any) at its specified office.

15. MODIFICATION OF TERMS, WAIVER AND SUBSTITUTION

The Trust Deed contains provisions for convening meetings of the Holders of the Notes of any Series to consider any matter affecting their interests, including, subject to the agreement of the Issuer, the modification by Extraordinary Resolution of the terms and conditions of such Notes or the provisions of the Trust Deed with respect to such Notes. The quorum for any meeting convened to consider an Extraordinary Resolution will be one or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or any adjourned meeting one or more persons being or representing Holders of the Notes whatever the principal amount of the Notes so held or represented; provided, however, that the modification of certain terms concerning, among other things, the amount and currency and the postponement of the due date of payment of the Notes and the Coupons appertaining thereto or interest or other amount payable in respect thereof or the Asset Amount and due date for delivery under the Notes, may only be sanctioned by an Extraordinary Resolution if passed at a meeting the quorum at which is persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one third, in principal amount of the Notes of such Series for the time being outstanding.

The Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-quarters of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-quarters in principal amount of the Notes for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than three-quarters in principal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Holders of Notes. An Extraordinary Resolution passed at any meeting of the Holders of the Notes of any Series will be binding on all Holders of Notes of that Series, whether or not they are present at the meeting, and on the Holders of Coupons appertaining to the Notes of that Series.

The Trust Deed contains provisions for convening a single meeting of holders of Notes of more than one Series in certain circumstances where the Trustee so decides.

Subject to certain exceptions, the Trustee may agree, without the consent of the Holders of Notes of any Series or the Holders of the Coupons appertaining thereto (if any) to making any modification to the Conditions or to the provisions of the Trust Deed or to the relative Notes or Coupons if in the opinion of the Trustee such alteration:

(i) is of a formal, minor or technical nature; or

(ii) is made to correct a manifest error; or

(iii) is not materially prejudicial to the interests of such Noteholders and/or Couponholders.

In addition, the Trustee shall agree to such modification to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 4(d) (*Alternative Reference Rates*) in connection with effecting any Alternative Reference Rate or Alternative Relevant Screen Page. Any such modification, waiver, authorisation or determination shall be binding on the Holders of Notes of that Series and the Holders of the Coupons appertaining thereto and, unless the Trustee agrees otherwise, shall be notified to the Holders of Notes of that Series as soon as practicable thereafter in accordance with Condition 14 (*Notices*).

Subject to certain exceptions, the Trustee may, in relation to each Series of Notes, without prejudice to its rights in respect of any subsequent breach or event, from time to time and at any time, but only if and insofar as in its opinion the respective interests of the Holders of Notes of such Series and the Holders of the Coupons appertaining thereto shall not be materially prejudiced thereby, waive or authorise any breach or prospective breach by the Issuer of any of the covenants or provisions contained in the Trust Deed or such Notes or Coupons or determine that any Default or any event which with the lapse of time and/or giving of notice would be a Default, but for such determination, shall not be treated as such.

For the purposes of this Condition, "**Default**" means any of the defaults set out in Condition 10 paragraph (a) and (b)(i) and any failure to meet any obligation, condition or provision referred to in paragraphs (b)(ii) or (c) of Condition 10.

Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions as shall seem fit and proper to the Trustee and shall be binding on the Holders of Notes of that Series and the Holders of the Coupons appertaining thereto and if, but only if, the Trustee shall so reasonably require, shall be notified by the Issuer to the Holders of Notes of that Series as soon as practicable thereafter.

Subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Holders of Notes of any Series or the Holders of the Coupons appertaining thereto (if any), the Trustee may also agree, subject to such Notes and the Coupons appertaining thereto being irrevocably guaranteed by the Issuer (on a subordinated basis in the case of Subordinated Notes), to the substitution of a subsidiary or holding company of the Issuer or any subsidiary of any such holding company in place of the Issuer as principal debtor under such Notes and the Coupons appertaining thereto (if any) and the Trust Deed insofar as it relates to such Notes.

In connection with the exercise of its powers, trusts, authorities or discretions (including, but not limited to those in relation to any proposed modification, waiver, authorisation, or substitution as aforesaid) the Trustee shall have regard to the interests of the Holders of the Notes of the relevant Series as a class and in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders resulting from the individual Noteholders or Couponholders being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

16. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Holders of Notes of any Series or Holders of the Coupons appertaining thereto (if any), to the extent permitted by applicable laws and regulations, create and issue further notes ranking equally in all respects (or in all respects save as specified in the relevant Pricing Supplement) with the Notes of such Series so that the same shall be consolidated and form a single series with such Notes for the time being outstanding.

17. LAW AND JURISDICTION

17.1 Governing Law

The Trust Deed, the Notes and the Coupons (if any) and all non-contractual obligations arising out of, from or in connection with them, shall be governed by, and shall be construed in accordance with English law.

17.2 Arbitration

Without limiting the rights of the Noteholders under Condition 17.3, any dispute, claim, difference or controversy arising out of, relating to, or having any connection with the Trust Deed, the Notes and the Coupons (if any) (including any dispute regarding their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with them (a "**Dispute**")) shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("**LCIA**") Rules (the "**Rules**"), which rules (as amended from time to time) are deemed to be incorporated by reference into this Condition 17.2. For these purposes:

(i) the seat of arbitration shall be London;

(ii) there shall be three arbitrators, each of whom shall be disinterested in the arbitration, shall have no connection with any party thereto and shall be an attorney experienced in international securities transactions; and

(iii) the language of the arbitration shall be English.

17.3 **Jurisdiction**

Notwithstanding Condition 17.2, the Trustee (or, but only where permitted to take action in accordance with the terms of the Trust Deed, any Noteholder) may, in the alternative, and at its sole discretion, by notice in writing to the Issuer:

(i) within 28 days of service of a Request for Arbitration (as defined in the Rules); or

(ii) in the event no arbitration is commenced,

require that a Dispute be heard by the courts of England. If the Trustee (or any Noteholder) gives such notice, the Dispute to which such notice refers shall be determined in accordance with this Condition 17.3 and, subject as provided below, any arbitration commenced under Condition 17.2 in respect of that Dispute will be terminated.

If any notice to terminate is given after service of any Request for Arbitration in respect of any Dispute, the Trustee (or the relevant Noteholder) must also promptly give notice to the LCIA Court and to any Tribunal (each as defined in the Rules) already appointed in relation to the Dispute that such Dispute will be settled by the courts. Upon receipt of such notice by the LCIA Court, the arbitration and any appointment of any arbitrator in relation to such Dispute will immediately terminate. Any such arbitrator will be deemed to be *functus officio*. The termination is without prejudice to:

(i) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated;

(ii) his entitlement to be paid his proper fees and disbursements; and

(iii) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

In the event that a notice pursuant to this Condition 17.3 is issued, the following provisions shall apply:

(i) the courts of England shall have exclusive jurisdiction to settle any Dispute and the Issuer submits to the exclusive jurisdiction of such courts; and

(ii) the Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

17.4 **Service of Process**

The Issuer agrees that the documents which start any proceedings relating to any Dispute ("**Proceedings**") and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to the Company Secretary, HSBC Holdings plc, 8 Canada Square, London E14 5HQ or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with Part 34 of the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of the Trustee addressed and delivered to the Issuer or to the specified office of the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Trustee shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent. Nothing in this paragraph shall affect the right of the Trustee to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

17.5 **Consent**

The Issuer irrevocably and generally consents in respect of any Proceedings anywhere to the giving of any relief or the issue of any process in connection with those Proceedings including, without limitation, the making, enforcement or execution against any assets whatsoever (irrespective of their use or intended use) of any order or judgment which may be made or given in those Proceedings.

17.6 **Substitution**

In the case of a substitution under Condition 15, the Trustee may agree, without the consent of the Holders of the Notes of any Series or of the Coupons appertaining thereto, to a change of the law governing the Notes of any Series or the Coupons appertaining thereto and/or the Trust Deed insofar as it relates to such Series of Notes **provided that** such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Holders of the Notes of such Series, but the Trustee shall, in giving such agreement, have regard to the interests of the Holders of the Notes of such Series as a class and in particular, but without limitation, shall not have regard to the consequences of such change for individual Noteholders or Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Trustee shall not be entitled to require, nor shall any Holders of the Notes of any Series or of the Coupons appertaining thereto be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequences of any such substitution upon individual Holders of the Notes of any Series or of the Coupons appertaining thereto.

18. **THIRD PARTY RIGHTS**

No person shall have any right to enforce any term or condition of the Notes or the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

19. **DEFINITIONS**

As used in these Conditions, the following expressions shall have the following meaning:

"**Alternative Pre-nominated Reference Rate**" has the meaning given in the relevant Pricing Supplement.

"**Authorised Signatory**" means any person who is represented by the Issuer as being for the time being authorised to sign (whether alone or with any other person or other persons) on behalf of the Issuer and so as to bind it;

"**Business Day**" means, unless otherwise specified in the relevant Pricing Supplement:

(i) in relation to any sum payable in euro, a Euro Business Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Business Centre; and

(ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in the principal financial centre of the relevant currency and in each (if any) Business Centre;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Pricing Supplement and, if so specified in the relevant Pricing Supplement, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(ii) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

(iii) "**Preceding Business Day Convention**" means that the relevant date shall be the first preceding day that is a Business Day;

(iv) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred **provided**, **however**, **that**:

(A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(v) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the entity as is specified as such in the relevant Pricing Supplement and includes any successor or other person appointed as such in respect of the Notes or any Series of Notes;

"**Calculation Amount**" has the meaning given in the relevant Pricing Supplement;

"**Clearing System**" means, in relation to a Series of Notes, Euroclear, Clearstream, Luxembourg and CMU and/or any other clearing system located outside the United States specified in the relevant Pricing Supplement in which Notes of the relevant Series are for the time being held, or, in relation to an individual Note, in which that Note is for the time being held;

"**Clearstream, Luxembourg**" means Clearstream Banking S.A.;

"**CMU**" means the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority;

"**CMU Service**" means the Central Moneymarkets Unit Service, operated by the Hong Kong Monetary Authority;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in the relevant Pricing Supplement and:

(i) if "**Actual/Actual**", "**Actual/Actual (ISDA)**", "**Act/Act**" or "**Act/Act (ISDA)**" is specified, the actual number of days in the Calculation Period in respect of which payment is being made divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/Actual (ICMA)**" or "**Act/Act (ICMA)**" is so specified means:

(A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) where the Calculation Period is longer than one Regular Period, the sum of:

(1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any one year; and

(2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(iii) if "**Actual/365 (Fixed)**", "**Act/365 (Fixed)**", "**A/365 (Fixed)**" or "**A/365F**" is specified, the actual number of days in the Calculation Period in respect of which payment is being made divided by 365;

(iv) if "**Actual/360**", "**Act/360**" or "**A/360**" is specified, the actual number of days in the Calculation Period in respect of which payment is being made divided by 360;

(v) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{\lfloor 360 \text{ x } (Y_2 - Y_1) + \lfloor 30 \text{ x } (M_2 - M_1) \rfloor + (D_2 - D_1) \rfloor}{360}$$

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

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

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

(vi) if "**30E/360**" or "**Eurobond Basis**" is specified, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{\lfloor 360 \text{ x } (Y_2 - Y_1) + \lfloor 30 \text{ x } (M_2 - M_1) \rfloor + (D_2 - D_1) \rfloor}{360}$$

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

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

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

(vii) if "**30E/360 (ISDA)**" is specified, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

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

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

"**Determination Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong and in New York City;

"**Determination Date**" means the day which is two Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

"**Disrupted Day Related Payment Date**" means any payment date on the Notes on which the amount payable is calculated by reference to the price or level (as applicable) of a Security, Index, basket of Securities or basket of Indices determined on the related Valuation Date or Limit Valuation Date;

"**euro**" and "**EUR**" means the lawful currency of the member states of the European Union that have adopted or adopt the single currency in accordance with the Treaty;

"**Euro Business Day**" or "**TARGET Business Day**" means a day on TARGET2 is open for settlement of payments in euro;

"**Euroclear**" means Euroclear Bank SA/NV;

"**First Interest Payment Date**" means the date specified in the relevant Pricing Supplement;

"**Hong Kong Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region;

"**Illiquidity**" means where the general Renminbi exchange market in Hong Kong becomes illiquid and, as a result of which, the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"**Inconvertibility**" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Hong Kong Governmental Authority (unless such law, rule or regulation is enacted after date of the relevant Pricing Supplement and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer at its own expense;

"**Interest Determination Date**" means the day determined by the Calculation Agent, in its sole and absolute discretion, to be customary for fixing the Reference Rate applicable to deposits in the relevant currency for the relevant Interest Period; **provided that** where so specified in the relevant Pricing Supplement, such day shall be a day (i) if such currency is euro, which is a Euro Business Day, and (ii) if such currency is any other currency, on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre or centres of the country of such currency (or where such currency is a National Currency Unit (as defined in Condition 20(i) (*Effects of European Monetary Union*)) and the Notes have been redenominated into euro pursuant to Condition 9 (*Redenomination*), the former principal financial centre or centres);

"**Interest Payment Date**" means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Pricing Supplement and, if a Business Day Convention is specified in the relevant Pricing Supplement:

(i) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the First Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"**IRC**" means the U.S. Internal Revenue Code of 1986;

"**ISDA Definitions**" means the 2006 ISDA Definitions (as amended and supplemented as at the date of issue of the first Tranche of the Notes of the relevant Series), as published by the International Swaps and Derivatives Association, Inc (formerly the International Swap Dealer Association, Inc.);

"**Leading Banks**" means the banks specified as such in the relevant Pricing Supplement, or, if no banks are so specified, leading European Banks selected by the Calculation Agent;

"**Local Banking Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the city in which the Principal Paying Agent, the Paying Agent or the Registrar or the Transfer Agent to which the relevant Note or Coupon is presented for payment is located;

"**Margin**" means the percentage specified as such in the relevant Pricing Supplement;

"**National Currency Unit**" means the national currency unit of any Participating Member State that becomes a denomination of the euro by reason of Council Regulation (EC) No. 1103/97, Council Regulation (EC) No. 974/98 or any other applicable laws;

"**Non-transferability**" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong and outside the PRC or from an account outside Hong Kong and outside the PRC to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Hong Kong Governmental Authority (unless such law, rule or regulation is enacted after date of the relevant Pricing Supplement and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Participating Member State**" means any member state of the European Union that has adopted or adopts the single currency in accordance with the Treaty;

"**PRC**" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Redenomination Date**" means a date (being, in case of interest-bearing Notes, shall be a date on which interest in respect of such Notes is payable) which:

(i) is specified by the Issuer in the notice given to the Noteholders pursuant to Condition 9(a); and

(ii) falls on or after such date as the country of the Relevant Currency becomes a Participating Member State;

"**Reference Bank**" has the meaning ascribed thereto in the relevant Pricing Supplement or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with Reference Rate;

"**Reference Rate**" has the meaning given in the relevant Pricing Supplement;

"**Regular Period**" means:

(i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the First Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "Regular Date" means the day and month (but not the year) on which any Interest Payment Date falls; and

(iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any

Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Relevant Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the relevant Registrar is located;

"**Relevant Financial Centre**" shall be as specified in the relevant Pricing Supplement or, if not so specified, means:

(i) London, in the case of a determination of LIBOR; and

(ii) Brussels, in the case of a determination of EURIBOR;

"**Relevant Financial Centre Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre or centres for the currency in which payment falls to be made (or, where such currency is a National Currency Unit and the Notes have been redenominated into euro pursuant to Condition 9 (*Redenomination*), the former principal financial centre or centres) and in any other place set out in the Pricing Supplement. In the case of payments which fall to be made in euro (save for payments in relation to Notes which have been redenominated into euros pursuant to Condition 9 (*Redenomination*)), a Euro Business Day. The Relevant Financial Centre Days in relation to any Tranche determined in accordance with the above provisions as at the Issue Date shall be specified in the relevant Pricing Supplement;

"**Relevant Number of Quotations**" means the number of quotations specified in the relevant Pricing Supplement or, if no number of quotations is so specified, two quotations;

"**Relevant Period**" has the meaning given in the relevant Pricing Supplement;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Pricing Supplement, or such other page, section or other part as may replace it on that information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Pricing Supplement;

"**Renminbi**" means the lawful currency of the PRC;

"**Renminbi Calculation Agent**" has the meaning given in the relevant Pricing Supplement;

"**Renminbi Dealer**" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"**Restricted Global Registered Note**" means a Registered Note in global form issued and sold solely within the United States or to US Persons (as defined in Regulation S under the Securities Act) in reliance on Rule 144A of the Securities Act;

"**Screen Rate Fallback Trigger**" means the occurrence of any of the following events or circumstances:

(i) if Condition 4(c)(i) (*Screen Rate Determination*) applies, the Reference Rate does not appear on the Relevant Screen Page;

(ii) if Condition 4(c)(ii) (*Screen Rate Determination*) applies, either of the required rates do not appear on the required Relevant Screen page;

(iii) if Condition 4(c)(iii) (*Screen Rate Determination*) applies, fewer than two rates appear on the Relevant Screen Page; or

(iv) in any case, the Relevant Screen Page is unavailable;

"**Specified Currency**" has the meaning given in the relevant Pricing Supplement;

"**Specified Maximum Number of Disrupted Days**" means, in relation to an Equity-Linked Note, Cash Equity Note or an Index-Linked Note, the eighth Scheduled Trading Day or such other number of Scheduled Trading Days specified as such in the relevant Pricing Supplement;

"**Specified Period**" has the meaning given in the relevant Pricing Supplement;

"**Spot Rate**" means the spot CNY/US dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Renminbi Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, by reference to Reuters Screen Page CNHFIX01. If neither rate is available, the Renminbi Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate;

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

"**Transfer Date**" shall be the Relevant Banking Day following the day on which the relevant Registered Note shall have been surrendered for transfer in accordance with the foregoing provisions;

"**Treaty**" means the Treaty establishing the European Communities, as amended;

"**US Dollar Equivalent**" means the Renminbi amount converted into U.S. Dollars using the Spot Rate for the relevant Determination Date; and

"**U.S. Dollars**" means the lawful currency of the United States of America.

ADDITIONAL TERMS AND CONDITIONS OF THE NOTES

ADDITIONAL TERMS AND CONDITIONS RELATING TO CURRENCY-LINKED NOTES

The following additional conditions shall be deemed to be added as Condition 20 to the terms and conditions set out in the section headed "*Terms and Conditions of the Notes*" of this Information Memorandum in respect of any issue of Currency-Linked Notes:

20. **Provisions relating to Currency-Linked Notes**

Each of the following Conditions 20A, 20B, 20C and 20D shall apply to any Tranche of Notes which are Currency-Linked Notes, unless the Pricing Supplement specify otherwise.

A ***Additional Disruption Event***

Following the occurrence of any Additional Disruption Event, the Calculation Agent will, in its sole and absolute discretion, determine whether or not the relevant Notes shall continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the relevant Notes shall continue, it may make such adjustment(s) as it, in its sole and absolute discretion, determines to be appropriate, if any, to the formula for the final redemption amount set out in the relevant Pricing Supplement and, in any case, any other variable relevant to the settlement or payment terms of the relevant Notes and/or any other adjustment which change or adjustment shall be effective on such date selected by the Calculation Agent in its sole and absolute discretion. If the Calculation Agent determines in its sole and absolute discretion that the relevant Notes shall be terminated, then the Notes shall be terminated as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Noteholders to receive the relevant final redemption amount (or any other payment to be made by the Issuer) shall cease and the Issuer's obligations under the relevant Notes shall be satisfied in full upon payment of such amount as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the termination of the Notes.

For the purposes any Series of Notes, "**Additional Disruption Event**" means any event specified as such in the relevant Pricing Supplement, and for such purpose the following terms if so specified shall be deemed to have the following meanings unless otherwise provided in the relevant Pricing Supplement:

(i) "**Change in Law**" means that, on or after the Issue Date, (A) due to the adoption of or any change in any applicable law or regulation (including without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in its sole and absolute discretion that (x) it has become illegal for the Issuer to hold, acquire or dispose of the currency of such Notes, (y) it has become illegal for the Issuer to hold, acquire, purchase, sell or maintain one or more (i) positions or contracts in respect of any securities, options, futures, derivatives or foreign exchange in relation to such Notes or (ii) other instruments or arrangements (howsoever described) held by the Issuer in order to hedge, individually or on a portfolio basis, such Notes or (z) the Issuer will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

(ii) "**Hedging Disruption**" means that the Issuer is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the currency exchange rate risk of issuing and performing its obligations with respect to the Notes or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s);

(iii) "**Increased Cost of Hedging**" means that the Issuer would incur a materially increased cost (as compared with circumstances existing on the Issue Date), amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the currency exchange rate risk of entering into and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging;

(iv) "**FX Disruption**" means the occurrence, as determined by the Calculation Agent in its sole and absolute discretion, of (a) an Inconvertibility, (b) Non-transferability (c) Illiquidity, or (d) any other event affecting the Reference Currency or Specified Currency (as applicable) (the "**FX Disruption Relevant Currency**") which would make it unlawful or impractical in whole or in part (including without limitation, as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive or with any requirement or request of any governmental, administrative, legislative or judicial power) for the Issuer (or the Issuer's affiliate) to pay or receive amounts in the FX Disruption Relevant Currency under or in respect of any hedging arrangement relating to or connected with the FX Disruption Relevant Currency.

For the purposes hereof:

"**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the Specified Currency Jurisdiction;

"**Illiquidity**" means where the foreign exchange market in the Specified Currency Jurisdiction becomes illiquid after the Issue Date and, as a result of which, the Issuer cannot obtain sufficient Specified Currency in order to satisfy its obligation to pay any amount in respect of the Notes as determined by the Issuer acting in good faith and in a commercially reasonable manner following consultation (if practicable) with two Reference Dealers;

"**Inconvertibility**" means the occurrence of any event after the Issue Date that makes it impossible for the Issuer to convert any amount due in respect of the Notes in the foreign exchange market in the Specified Currency Jurisdiction, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Non transferability**" means the occurrence of any event after the Issue Date that makes it impossible for the Issuer to transfer any Specified Currency between accounts inside the Specified Currency Jurisdiction or from an account inside the Specified Currency Jurisdiction to an account outside the Specified Currency Jurisdiction or from an account outside the Specified Currency Jurisdiction to an account inside the Specified Currency Jurisdiction, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Reference Currency**" and "**Reference Currency Jurisdiction**" have the respective meanings given to them in the relevant Pricing Supplement;

"**Reference Dealers**" means leading dealers in the relevant foreign exchange market, as determined by the Calculation Agent in its sole and absolute discretion; and

"**Specified Currency**" and "**Specified Currency Jurisdiction**" have the respective meanings given to them in the relevant Pricing Supplement.

B "**Non-deliverability of Specified Currency**" at the time any payment of principal, premium, interest and/or additional or other amounts, if any, in respect of the Notes is due (each a "**Required**

Payment"), the Specified Currency is no longer (i) used by the government of the Specified Currency Jurisdiction for the payment of public and private debts or (ii) used for settlement of transactions by public institutions in the Specified Currency Jurisdiction or within the international banking community, or (iii) expected to be available, when any Required Payment is due as a result of circumstances beyond the control of the Issuer, the Issuer shall be entitled to satisfy its obligations in respect of such Required Payment by making such Required Payment in the Alternative Payment Currency, converted from the Specified Currency, on the basis of the Relevant Screen Rate (the "**Alternative Payment Amount**"). Any payment made under such circumstances in the Alternative Payment Currency will constitute valid payment and will not constitute a default in respect of the Notes. The Issuer's communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained by the Issuer hereunder shall be at its sole discretion and shall (in the absence of manifest error, wilful default or bad faith) be conclusive for all purposes and binding on the Issuer, the Paying Agents, and the holders of the Notes or Coupons. By acceptance thereof, purchasers of the Notes will be deemed to have acknowledged and agreed and to have waived any and all actual or potential conflicts of interest that may arise as a result of the calculation of the Alternative Payment Amount by the Issuer.

For the purposes hereof, "**Alternative Payment Currency**", "**Relevant Screen Rate**" and "**Specified Currency Jurisdiction**" have the respective meanings given to them in the relevant Pricing Supplement.

C ***Screen Rate Unavailability***

Where the Screen Rate is unavailable, for any reason, at the specified time on any date on which an exchange rate is required to be determined, the Calculation Agent will, if a Screen Rate Fall-Back is specified in the relevant Pricing Supplement, determine the relevant exchange rate in accordance with the Screen Rate Fall-Back provisions specified in the Pricing Supplement. If the Calculation Agent is unable to determine the exchange rate in accordance with such Fall-Back provisions or no such Screen Rate Fall-Back provisions are so specified, then the Calculation Agent shall determine the exchange rate in its sole and absolute discretion, acting in good faith.

For the purposes hereof, "**Screen Rate**" and "**Screen Rate Fall-Back**" have the respective meanings given to them in the relevant Pricing Supplement.

D ***Price Source Disruption***

If "Price Source Disruption" is specified as being applicable in the relevant Pricing Supplement, then, if on any Scheduled FX Fixing Date:

(A) a Price Source Disruption occurs, (other than as a result of an Unscheduled Holiday) and no Screen Rate Fall-Back provisions or any other fall-back provisions for the calculation of the Relevant Rate (as applicable) are specified in the relevant Pricing Supplement, then the Calculation Agent shall:

(1) determine the Relevant Rate by reference to the rate of exchange published by available recognised financial information vendors (as selected by the Calculation Agent acting in good faith and in a commercially reasonable manner) on the Scheduled FX Fixing Date (the "**Fallback Reference Price**"); or

(2) unless the Pricing Supplement specifies Dealer Poll as not applicable, in the event that the Calculation Agent is unable to determine a Fallback Reference Price in accordance with paragraph (1) above or the Calculation Agent determines that the Fallback Reference Price so determined does not accurately represent the rate which the Calculation Agent determines that the Issuer would be able to obtain in the general foreign exchange market, the Calculation Agent will request four Reference Dealers to provide a quotation of their rate for the Relevant Rate as of the Scheduled FX Fixing Date. If at least two quotations are provided, the Relevant Rate will be the arithmetic mean of such quotations; and

(3) if (i) the Pricing Supplement specifies Dealer Poll as not applicable and the Calculation Agent is unable to determine a Fallback Reference Price in accordance with paragraph (1) above or the Calculation Agent determines that the Fallback Reference Price so determined does not accurately represent the rate which the Calculation Agent determines that the Issuer would be able to obtain in the general foreign exchange market; (ii) the Calculation Agent determines that the Relevant Rate determined in accordance with paragraph (2) above does not accurately represent the rate which the Calculation Agent determines that the Issuer would be able to obtain in the general foreign exchange market; or (iii) fewer than 2 quotations are provided by Reference Dealers following the Calculation Agent's request pursuant to paragraph (2) above, the Calculation Agent will determine the Relevant Rate on the first succeeding Business Day on which the Price Source Disruption ceases to exist; **provided, however, that** if the Price Source Disruption continues for thirty consecutive calendar days (or such other number of calendar days as may be specified in the relevant Pricing Supplement) after the Scheduled FX Fixing Date (the "**FX Cut-off Date**"), the Calculation Agent shall determine its good faith estimate of the Relevant Rate on that FX Cut-off Date; or

(B) an Unscheduled Holiday occurs (whether or not a Price Source Disruption also occurs), the Scheduled FX Fixing Date for such Relevant Rate and all other Relevant Rates which have the same Scheduled FX Fixing Date shall be postponed to the first succeeding Relevant Currency Business Day; **provided, however, that** in the event that the Scheduled FX Fixing Date is postponed as a result of the occurrence of an Unscheduled Holiday (a "**Postponed FX Fixing Day**"), and if the Postponed FX Fixing Day has not occurred on or before the thirtieth consecutive calendar day (or such other number of calendar days as may be specified in the relevant Pricing Supplement) after the Scheduled FX Fixing Date (any such period being a "**Deferral Period**"), then the next day after the Deferral Period that is or would have been a Relevant Currency Business Day but for an Unscheduled Holiday, shall be deemed to be the Postponed FX Fixing Day and the Calculation Agent shall determine its good faith estimate of the Relevant Rate on that Postponed FX Fixing Day.

If a Scheduled FX Fixing Date is postponed in accordance with this Condition 20D(A)(3)(*Price Source Disruption*), any Related Payment Date will also be postponed, if needed, such that the Related Payment Date shall fall at least three (3) local banking days (or such other number of days as may be specified in the relevant Pricing Supplement) following the postponed Scheduled FX Fixing Date or, if later, the FX Cut-off Date or Postponed FX Fixing Day, as applicable.

Unless Interest Adjustment is specified in the relevant Pricing Supplement as being applicable, no further payment on account of interest or otherwise shall be due in respect of any payment postponed pursuant to this Condition 20D(A)(3)(*Price Source Disruption*) so that, for the avoidance of doubt, any interest payable in respect of the Notes on a Related Payment Date which is so postponed shall be calculated as if such Related Payment Date had not been postponed pursuant to this Condition 20D(A)(3)(*Price Source Disruption*) unless, in the case of a Fixed Rate Note, a Floating Rate Note or a Zero Coupon Note, there is a subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue as provided in Condition 3 (*Interest on Fixed Rate Notes*), 4 (*Interest on Floating Rate Notes*) or 5 (*Variable Coupon Notes and Zero Coupon Notes*), as appropriate.

E ***Definitions***

For the purposes of this Condition 20,

"**Price Source Disruption**" means, in relation to a Relevant Rate, such Relevant Rate is not available for any reason as determined by the Calculation Agent;

"**Reference Dealers**" means leading dealers in the relevant foreign exchange market, as determined by the Calculation Agent;

"**Relevant Currency Business Day**" means in respect of a Relevant Rate, the day specified as such in the relevant Pricing Supplement;

"**Related Payment Date**" means any payment date on the Notes on which the amount payable is calculated by reference to the Relevant Rate determined on the related Scheduled FX Fixing Date;

"**Relevant Rate**" means the Screen Rate, Relevant Screen Rate or such other exchange rate as specified in the relevant Pricing Supplement;

"**Scheduled FX Fixing Date**" means any day on which the Calculation Agent is required to determine a Relevant Rate; and

"**Unscheduled Holiday**" means, in relation to a Relevant Rate, a day, determined by the Calculation Agent, that is not a Relevant Currency Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until on or prior to the second Relevant Currency Business Day (or such other number of Relevant Currency Business Days specified in the relevant Pricing Supplement) immediately preceding the Scheduled FX Fixing Date.

ADDITIONAL TERMS AND CONDITIONS RELATING TO EQUITY-LINKED NOTES, CASH EQUITY NOTES AND INDEX-LINKED NOTES

The following additional conditions shall be deemed to be added as Condition 20 to the terms and conditions set out in the section headed "*Terms and Conditions of the Notes*" of this Information Memorandum in respect of any issue of Equity-Linked Notes, Cash Equity Notes or Index-Linked Notes:

20. **Provisions relating to Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes**

(a) ***Definitions***

As used in this Condition 20, and unless otherwise provided in the relevant Pricing Supplement, the following expressions shall have the following meanings:

"**Additional Disruption Event**" has the meaning ascribed thereto in Condition 20(h);

"**Automatic Early Redemption Notes**" means a Series of Notes in respect of which the relevant Pricing Supplement specifies that Automatic Early Redemption is applicable;

"**Averaging Date**" means, in respect of each Valuation Date, each date specified as such or otherwise determined as provided in the relevant Pricing Supplement (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day), subject to the provisions of Condition 20(e)(ii);

"**Cash Equity Note**" means a Series of Notes in respect of which the amount payable at maturity is calculated by reference to the value of a Security or Securities and/or a formula (as indicated in the relevant Pricing Supplement);

"**Cash Settlement**" means, in relation to a Series of Notes, that the relevant Noteholder is entitled to receive from the Issuer on the Maturity Date an amount calculated in accordance with the relevant Pricing Supplement in the Specified Currency;

"**Clearing System Business Day**" means, in respect of a Clearing System, any day on which such Clearing System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions;

"**Component Security**" means, with respect to an Index, each component security of that Index;

"**Conversion**" means, in respect of any Securities, any irreversible conversion by the Underlying Company of such Securities into other securities;

"**Delisting**" means that the Exchange announces that, pursuant to the rules of such Exchange, the Securities cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union);

"**Delivery Disruption Event**" means, as determined by the Calculation Agent in its sole and absolute discretion, the failure by the Issuer to deliver or to procure delivery on the relevant Settlement Date the Securities Transfer Amount under the relevant Note due to illiquidity in the market for such Securities;

"**Deposit Agreement**" means, in relation to each Depositary Receipt, the agreement(s) or other instrument(s) constituting such Depositary Receipt, as from time to time amended or supplemented;

"**Depositary**" means, in relation to a Depositary Receipt, the issuer of such Depositary Receipt as appointed under the Deposit Agreement, including its successors from time to time;

"**Depositary Receipt(s)**" means any Security specified as such in the relevant Pricing Supplement **provided that** if the relevant Deposit Agreement is terminated at any time, any reference to any Depositary Receipt(s) shall thereafter be construed as a reference to the relevant Underlying

Securities and the Calculation Agent will make such adjustment as it, in its sole and absolute discretion, determines to be appropriate to the relevant Notes and determine, in its sole and absolute discretion, the effective date of such adjustment;

"**Disrupted Day**" means (a) any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred; or (b) if the Notes are Multiple Exchange Index-Linked Notes, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred;

"**DR Linked Notes**" means a Series of Equity-Linked Notes or Cash Equity Notes which relate to one or more Securities which are Depositary Receipts;

"**DTC**" means the Depository Trust Company;

"**Early Closure**" means (a) the closure on any Exchange Business Day of the relevant Exchange (in the case of Equity-Linked Notes or Cash Equity Notes) or any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index (in the case of Index-Linked Notes) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; or (b) if the Notes are Multiple Exchange Index-Linked Notes, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day;

"**Equity-Linked Note**" means a Series of Notes in respect of which either an amount, which shall be calculated by reference to the value of a Security or Securities and/or a formula, is payable or a Securities Transfer Amount is deliverable (as indicated in the relevant Pricing Supplement);

"**Exchange**" means (a) with respect to a Security or an Index, each exchange or quotation system specified as such in the relevant Pricing Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Security or the components of the Index, as the case may be, has temporarily relocated (**provided that** the Calculation Agent has determined that there is comparable liquidity relative to such Security or components, as the case may be, as on the original Exchange); or (b) in the case of a Multiple Exchange Index and each relevant Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent (which exchange or quotation system as of the Issue Date may be specified as such in the relevant Pricing Supplement);

"**Exchange Business Day**" means (a) any Scheduled Trading Day on which each Exchange and any relevant Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; or (b) with respect to a Multiple Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor publishes the level of the Index and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time;

"**Exchange Disruption**" means (a) any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Securities on the Exchange (in the case of an Equity-Linked Note or Cash Equity Note) or on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index (in the case of an Index-Linked

Note), or (ii) to effect transactions in, or obtain market values for, future or options contracts relating to the Securities (in the case of an Equity-Linked Note or Cash Equity Note) or the relevant Index (in the case of an Index-Linked Note) on any relevant Related Exchange; or (b) with respect to a Multiple Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (i) any Component Security on the Exchange in respect of such Component Security or (ii) futures or options contracts relating to the Index on the relevant Related Exchange;

"**Exchange Rate**" means, in respect of a relevant date and time, the currency exchange rate of one currency against another currency, as specified in the Pricing Supplement, quoted by the relevant exchange rate provider on such date, as displayed on the Reuters Page specified in the Pricing Supplement and as determined by the Calculation Agent. If such Exchange Rate cannot be or ceases to be determined, then the Calculation Agent shall select another Reuters page or determine in good faith such Exchange Rate by reference to such sources as it may select in its absolute discretion;

"**Extraordinary Dividend**" means the amount per Security specified or otherwise determined as provided in the relevant Pricing Supplement or, if no such amount is so specified or determined, any dividend or the portion of any dividend which the Calculation Agent determines in its sole and absolute discretion should be characterised as an Extraordinary Dividend;

"**Extraordinary Event**" means (a) in all cases other than where the Pricing Supplement specify that the Securities are Units in a Fund, a Merger Event, Tender Offer, Nationalisation, Insolvency or Delisting; or (b) in the case where the Pricing Supplement specify that the Securities are Units in a Fund, a Merger Event, Nationalisation, Insolvency, Delisting or Extraordinary Fund Event;

"**Extraordinary Fund Event**" means, in the determination of the Calculation Agent, the occurrence or existence of any of the following:

(i) the Fund (A) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (B) makes a general assignment or arrangement with or for the benefit of its creditors; (C)(1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in (1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (D) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (E) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; or (F) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (A) to (E) above;

(ii) the Fund has violated any leverage restriction that is applicable to, or affecting, such Fund or its assets by operation of any law, any order or judgment of any court or other agency of government applicable to it or any of its assets, the Fund Documents or any contractual restriction binding on or affecting the Fund or any of its assets;

(iii) the resignation, termination or replacement of the Fund Adviser (as defined below);

(iv) any change or modification of the Fund Documents that could reasonably be expected to affect the value of the Units or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent) from those prevailing on the Issue Date;

(v) any breach or violation of any strategy or investment guidelines stated in the Fund Documents that is reasonably likely to affect the value of the Units or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent);

(vi) the Issuer, or any of its affiliates, is unable, or it is impractical for it, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk relating to the Units of entering into and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (1) any restrictions or increase in charges or fees imposed by the Fund on any investor's ability to redeem the Units, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Units, or (2) any mandatory redemption, in whole or in part, of such Units imposed by the Fund (in each case other than any restriction in existence on the Issue Date);

(vii) (A) cancellation, suspension or revocation of the registration or approval of the Units or the Fund by any governmental, legal or regulatory entity with authority over the Units or the Fund, (B) any change in the legal, tax, accounting or regulatory treatments of the Fund or the Fund Adviser that is reasonably likely to have an adverse impact on the value of the Units or on any investor therein (as determined by the Calculation Agent), or (C) the Fund or the Fund Adviser becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of the Fund;

(viii) (A) the occurrence of any event affecting the Units that, in the determination of the Calculation Agent, would make it impossible or impracticable to determine the value of the Units, and such event is likely, in the determination of the Calculation Agent, to continue for the foreseeable future; or (B) any failure of the Fund to deliver, or cause to be delivered (1) information that the Fund has agreed to deliver, or cause to be delivered to the Issuer and/or Calculation Agent or (2) information that has been previously delivered to the Issuer and/or Calculation Agent in accordance with the Fund's, or its authorised representative's, normal practice and that the Issuer and/or Calculation Agent deems necessary for it to monitor the Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the Units;

(ix) on or after the Strike Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (X) it has become illegal to hold, acquire or dispose of the Units, or (Y) the Issuer will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

(x) the Issuer would incur a materially increased (as compared with circumstances existing on the Strike Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to the Units of entering into and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Extraordinary Fund Event; and

(xi) (A) the cancellation or cessation of any Underlying Index or (B) a material change in the formula for or the method of calculating or any other material modification to any Underlying Index (other than a modification prescribed in that formula or method to maintain such Underlying Index in the event of changes in constituent stock and capitalisation and other routine events) or (C) the relevant sponsor of any Underlying Index fails to calculate and announce such Underlying Index.

"**Final Index Level**" means, with respect to an Index and a Valuation Date, the level determined as provided in the relevant Pricing Supplement or, if no such level is so provided (a) the level of the relevant Index as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on the Valuation Date or (b) with respect to a Multiple Exchange Index, the official closing level of the Index on the Valuation Date as calculated and published by the Index Sponsor or (c) if Averaging Dates are specified in the relevant Pricing Supplement in respect of such Valuation Date, the arithmetic average as determined by the Calculation Agent (rounded down to the nearest unit of the relevant currency in which the Index is published, one half of a unit being rounded upwards) of the Reference Levels on such Averaging Dates;

"**Final Price**" means, with respect to a Security and a Valuation Date, the price determined as provided in the relevant Pricing Supplement, or if no such price is so provided (a) the price of such Security as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on such Valuation Date or (b) if Averaging Dates are specified in the relevant Pricing Supplement in respect of such Valuation Date, the arithmetic average as determined by the Calculation Agent (rounded down to the nearest unit of the relevant currency in which the Security is valued, one half of a unit being rounded upwards) of the Reference Prices on such Averaging Dates;

"**Fund**" means the exchange traded fund or similarly traded or listed fund as specified in the relevant Pricing Supplement;

"**Fund Adviser**" means, with respect to a Fund, any person appointed in the role of discretionary investment manager or non-discretionary investment manager (including a non-discretionary investment manager to a discretionary investment manager or to another non-discretionary investment manager), as provided in the related Fund Documents;

"**Fund Documents**" means, in relation to any Fund, the constitutive and governing documents, subscription agreements and other agreements of such Fund specifying the terms and conditions relating to such Fund, in each case as amended and supplemented from time to time;

"**Government Bonds**" means, in relation to a Series of Notes, bonds or any other debt securities issued by a government, government agency or subdivision or a transnational or supranational organisation as specified in the relevant Pricing Supplement and "**Government Bond**" shall be construed accordingly;

"**Index**" means, in relation to a Series of Notes, the index to which such Notes relates, as specified in the relevant Pricing Supplement, subject to adjustment pursuant to this Condition 20, and "**Indices**" shall be construed accordingly;

"**Index-Linked Note**" means a Series of Notes in respect of which an amount calculated by reference to an Index or Indices and/or a formula is payable (as indicated in the relevant Pricing Supplement);

"**Index Sponsor**" means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and (b) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Scheduled Trading Day (which corporation or entity as of the Issue Date may be specified as such in the relevant Pricing Supplement);

"**Initial Index Level**" means, with respect to an Index, the level specified as such or otherwise determined as provided in the relevant Pricing Supplement or, if no such level is so specified or otherwise determined, the level of the relevant Index as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on the Strike Date or, with respect to a Multiple

Exchange Index, the official closing level of the Index on the Strike Date as calculated and published by the Index Sponsor;

"**Initial Price**" means, with respect to a Security, the price specified as such or otherwise determined as provided in the relevant Pricing Supplement or, if no such price is so specified or otherwise determined, the price of such Security as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on the Strike Date;

"**Insolvency**" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting an Underlying Company, (A) all the Securities of that Underlying Company are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Securities of that Underlying Company become legally prohibited from transferring them;

"**Market Disruption Event**" means (a) the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be or (iii) an Early Closure **provided that** for the purposes of determining whether a Market Disruption Event in respect of an Index exists at any time, if a Market Disruption Event occurs in respect of a component of the Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event; or (b) with respect to a Multiple Exchange Index, either

(A) (1) the occurrence or existence, in respect of any Component Security, of (aa) a Trading Disruption, (bb) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (i) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time at which the relevant price or level triggers the Knock-in Level or the Knock-out Level, as the case may be, or (ii) in all other circumstances, ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded, OR (cc) an Early Closure; AND (2) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; OR

(B) the occurrence or existence, in respect of futures or options contracts relating to the Index of: (aa) a Trading Disruption, (bb) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (i) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time at which the relevant price or level triggers the Knock-in Level or the Knock-out Level, as the case may be, or (ii) in all other circumstances, ends at the relevant Valuation Time in respect of the Related Exchange; or (cc) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multiple Exchange Index at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data";

"**Merger Event**" means in respect of any relevant Securities, any (i) reclassification or change of such Securities that results in a transfer of or an irrevocable commitment to transfer all of such Securities outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Underlying Company with or into another entity or person (other than a consolidation, amalgamation or merger in which such Underlying Company is the continuing entity and which does not result in a reclassification or change of all of such Securities outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Securities of the Underlying Company that results in a transfer of or an irrevocable commitment to transfer all such Securities (other than such Securities owned or controlled by such other entity or person);

or (iv) consolidation, amalgamation, merger or binding share exchange of the Underlying Company or its subsidiaries with or into another entity in which the Underlying Company is the continuing entity and which does not result in a reclassification or change of all of such Securities outstanding but results in the outstanding Securities (other than Securities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Securities immediately following such event, in each case if the closing date of a Merger Event (or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent) is on or before, in the case of any Equity-Linked Note which is to be redeemed by delivery of a Securities Transfer Amount, the Maturity Date or, in any other case, the final Valuation Date;

If the Notes are DR Linked Notes, "**Merger Event**" shall include the occurrence of any of the events described in (i) to (iv) (inclusive) above in relation to the relevant Underlying Securities;

"**Multiple Exchange Index**" means an Index identified or specified as such in the relevant Pricing Supplement;

"**Multiple Exchange Index-Linked Notes**" means Notes which relate to a Multiple Exchange Index;

"**Nationalisation**" means that all the Securities (or, if the Notes are DR Linked Notes, the relevant Underlying Securities) or all or substantially all the assets of an Underlying Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority or entity;

"**Notional Sale Date**" has the meaning given in the definition of Settlement Date below;

"**Potential Adjustment Event**" means (i) a subdivision, consolidation or reclassification of relevant Securities (unless resulting in a Merger Event), or a free distribution or dividend of any such Securities to existing holders whether by way of bonus, capitalisation or similar issue; or (ii) a distribution, issue or dividend to existing holders of the relevant Securities of (A) such Securities or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Underlying Company equally or proportionately with such payments to holders of such Securities or (C) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent in its sole and absolute discretion; or (iii) an Extraordinary Dividend; or (iv) a call by the Underlying Company in respect of relevant Securities that are not fully paid; or (v) a repurchase by the Underlying Company or any of its subsidiaries of relevant Securities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or (vi) in respect of the Underlying Company, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Underlying Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, **provided that** any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or (vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Securities; or (viii) any other event specified as such in the relevant Pricing Supplement.

With respect to Depositary Receipts, "**Potential Adjustment Event**" shall also include (x) the occurrence of any of the events described in (i) to (viii) (inclusive) above in respect of the relevant Underlying Securities and (y) the making of any amendment or supplement to the terms of the Deposit Agreement;

"**Reference Level**" means, unless otherwise specified in the relevant Pricing Supplement (a) in respect of an Index and an Averaging Date, the level of such Index as determined by the Calculation Agent as of the Valuation Time on the Exchange on such Averaging Date and (b) in respect of a Multiple Exchange Index and an Averaging Date, the official closing level of such Multiple Exchange Index on such Averaging Date as calculated and published by the Index Sponsor;

"**Reference Price**" means, unless otherwise specified in the relevant Pricing Supplement, in respect of a Security and an Averaging Date, the price of such Security as determined by the Calculation Agent as of the Valuation Time on the Exchange on such Averaging Date;

"**Related Exchange**" means, subject to the proviso below, in respect of a Security or an Index, each exchange or quotation system specified as such for such Security or Index in the relevant Pricing Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Security or Index, as the case may be, has temporarily relocated (**provided that** the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Security or Index, as the case may be, as on the original Related Exchange) **provided**, **however**, **that** where "All Exchanges" is specified as the Related Exchange in the relevant Pricing Supplement, "**Related Exchange**" shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Security or Index, as the case may be;

"**Residual Amount**" means, in relation to a Noteholder and a Note, the fraction of a Security rounded down pursuant to Condition 20(b), as determined by the Calculation Agent or such amount as otherwise specified in the relevant Pricing Supplement;

"**Residual Cash Amount**" means, in respect of a Residual Amount, the product of such Residual Amount and the fraction of which the numerator is the Final Price and the denominator is the Strike Price;

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

"**Scheduled Trading Day**" means (a) any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading for their respective regular trading sessions; or (b) with respect to a Multiple Exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of the Index and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session;

"**Scheduled Valuation Date**" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date;

"**Securities**" means, in relation to a Series of Notes, the equity securities, debt securities (including without limitation Government Bonds), depositary receipts or other securities or property, as adjusted pursuant to this Condition 20, to which such Notes relate, as specified in the relevant Pricing Supplement and "**Security**" shall be construed accordingly;

"**Securities Transfer Amount**" means the number of Securities per Note as specified in the relevant Pricing Supplement or if no such number is so specified, the number of Securities per Note calculated by the Calculation Agent and equal to the fraction of which the numerator is the Denomination and the denominator is the Strike Price;

"**Settlement Cycle**" means, in respect of a Security or an Index, the period of Clearing System Business Days following a trade in the relevant Security or the securities underlying such Index, as the case may be, on the Exchange in which settlement will customarily occur according to the rules of such Exchange (or, if there are multiple Exchanges in respect of an Index, the longest such period);

"**Settlement Date**" means, in relation to Securities to be delivered in respect of an Equity-Linked Note (a) in the case of Equity-Linked Notes which relate to equity securities and unless otherwise specified in the relevant Pricing Supplement, the later of (i) the Maturity Date and (ii) the date that falls one Settlement Cycle after the Exchange Business Day following the Valuation Date (the "**Notional Sale Date**") (or if such day is not a Clearing System Business Day, the next following Clearing System Business Day) subject to the provisions of Condition 20(b) or, (b) in any other case, and unless otherwise specified in the relevant Pricing Supplement, the date specified as such in the relevant Pricing Supplement, subject to adjustment in accordance with the Following Business Day Convention unless another Business Day Convention (as defined in Condition 19) is specified in the relevant Pricing Supplement. In each case, if a Settlement Disruption Event prevents delivery of such Securities on that day, then the Settlement Date shall be determined in accordance with Condition 20(b)(ii);

"**Settlement Disruption Event**" in relation to a Security means an event which the Calculation Agent, in its sole and absolute discretion, determines to be beyond the control of the Issuer or relevant obligor and to be an event as a result of which the relevant Clearing System cannot clear the transfer of such Security;

"**Strike Date**" means the date specified as such in the relevant Pricing Supplement;

"**Strike Price**" has the meaning ascribed thereto in the relevant Pricing Supplement;

"**Successor Index**" has the meaning given in Condition 20(d);

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Underlying Company, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant;

"**Trading Disruption**" means (a) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to the Securities on the Exchange (in the case of an Equity-Linked Note or Cash Equity Note) or on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index (in the case of Equity-Linked Notes); or (ii) in futures or options contracts relating to the Securities or the relevant Index on any relevant Related Exchange; or (b) with respect to a Multiple Exchange Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to any Component Security on the Exchange in respect of such Component Security, or (ii) in futures or options contracts relating to the Index on any relevant Related Exchange;

"**Transfer Expenses**" means, with respect to any Notes, all stamp, transfer, registration and similar duties and all expenses, scrip fees, levies and registration charges payable on or in respect of or arising on, or in connection with, the purchase or transfer, delivery or other disposition by the transferor to the order of the relevant Noteholders of any Securities;

"**Transfer Notice**" means a notice in the form from time to time approved by the Issuer, which must:

(i) specify the name and address of the Noteholder;

(ii) specify the number of Notes in respect of which it is the Noteholder;

(iii) specify the number of the Noteholder's account at Euroclear, Clearstream, Luxembourg, CMU, DTC and/or any other relevant clearing system, as the case may be, to be debited with such Notes;

(iv) irrevocably instruct and authorise Euroclear, Clearstream, Luxembourg, CMU, DTC and/or any other relevant clearing system, as the case may be, (A) to debit the Noteholder's account with such Notes on the Settlement Date, if physical delivery applies, or otherwise on the Maturity Date and (B) that no further transfers of the Notes specified in the Transfer Notice may be made;

(v) contain a representation and warranty from the Noteholder to the effect that the Notes to which the Transfer Notice relates are free from all liens, charges, encumbrances and other third party rights;

(vi) specify the number and account name of the account at the Clearing System to be credited with the Securities if physical delivery applies;

(vii) contain an irrevocable undertaking to pay the Transfer Expenses (if any) and an irrevocable instruction to Euroclear, Clearstream, Luxembourg, CMU, DTC and/or any other relevant clearing system, as the case may be, to debit on or after the Settlement Date the cash or other account of the Noteholder with Euroclear, Clearstream, Luxembourg, CMU, DTC and/or any other relevant clearing system, as the case may be, specified in the Transfer Notice with such Transfer Expenses;

(viii) include a certificate of non-US beneficial ownership in the form required by the Issuer; and

(ix) authorise the production of the Transfer Notice in any applicable administrative or legal proceedings;

"**Underlying Company**" means the issuer of the Security as specified in the relevant Pricing Supplement and, if the Notes are DR Linked Notes, each of the Depositary and the issuer of the relevant Underlying Security, in each case subject to adjustment in accordance with Condition 20(g);

"**Underlying Index**", in relation to a Fund, has the meaning given to it in the relevant Pricing Supplement;

"**Underlying Security**" means, with respect to DR Linked Notes and a Depositary Receipt, the security and any other property to which such Depositary Receipt relates;

"**Unit**", in relation to a Fund, has the meaning given to it in the relevant Pricing Supplement;

"**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the relevant Valuation Date does not or is not deemed to occur;

"**Valuation Date**" means each date specified or otherwise determined as provided in the relevant Pricing Supplement (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day), in each case subject to Condition 20(e); and

"**Valuation Time**" means:

(a) in relation to each Security to be valued or each Index (other than a Multiple Exchange Index) the level of which falls to be determined on any date, the time on such date specified as such in the relevant Pricing Supplement or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on such date in relation to such Security or Index, as applicable. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; or

(b) in relation to a Multiple Exchange Index, (i) for the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

(b) ***Physical Delivery***

In relation to Equity-Linked Notes which are to be redeemed by the delivery of a Securities Transfer Amount, and subject to the other provisions of these Conditions and the relevant Pricing Supplement:

(i)

(A) Each Noteholder shall, on or before the date five calendar days before the Maturity Date (or such earlier date as the Issuer shall determine is necessary for the Issuer, the Paying Agents, Euroclear, Clearstream, Luxembourg, CMU, DTC and/or any other relevant clearing system to perform their respective obligations in relation to the Notes and notify to the Paying Agents and the Noteholders) send to Euroclear, Clearstream, Luxembourg, CMU, DTC and/or any other relevant clearing system, as the case may be, in accordance with its then applicable operating procedures, and copied to the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent, a duly completed Transfer Notice.

(B) A Transfer Notice, once delivered to Euroclear, Clearstream, Luxembourg, CMU, DTC and/or any other relevant clearing system, shall be irrevocable and may not be withdrawn without the consent in writing of the Issuer. A Noteholder may not transfer any Note which is the subject of a Transfer Notice following delivery of such Transfer Notice to Euroclear, Clearstream, Luxembourg, CMU, DTC and/or any other relevant clearing system. A Transfer Notice shall only be valid to the extent that Euroclear, Clearstream, Luxembourg, CMU, DTC and/or any other relevant clearing system have not received conflicting prior instructions in respect of the Notes which are the subject of the Transfer Notice.

(C) Failure properly to complete and deliver a Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided shall be made by the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent and shall be conclusive and binding on the Issuer and the Noteholder.

(D) The Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent shall promptly on the local banking day following receipt of a Transfer Notice send a copy thereof to the Issuer or such person as the Issuer may previously have specified.

(E) Delivery of the Securities will be via the relevant Clearing System. The delivery or transfer of Securities to each Noteholder is at the relevant Noteholder's risk and if delivery occurs later than the earliest possible date for delivery, no additional amounts will be payable by the Issuer.

(F) the Issuer shall discharge its obligation to redeem the relevant proportion of the Notes by delivering, or procuring the delivery of, the Securities Transfer Amount on the Settlement Date to the Clearing System for credit to the account with the Clearing System specified in the Transfer Notice of the relevant Noteholder.

(G) The amount of Securities to be delivered to or for the account of each Noteholder shall be an amount of Securities equal to the number of Notes in respect of which such Noteholder is the holder as specified in the relevant Transfer Notice multiplied by the Securities Transfer Amount **provided**, **however**, **that** if a Noteholder would become entitled to a number of Securities which is not equal to a board lot of the Securities at such time, as determined by the Calculation Agent, or an integral multiple thereof, then the Noteholder's entitlement to delivery of Securities shall be rounded down to the nearest whole Security.

(H) In relation to each Noteholder, the Calculation Agent shall calculate the Residual Amount and the Residual Cash Amount. The Residual Cash Amount shall be paid by the Issuer to the relevant Noteholder on the Settlement Date.

(I) Each Noteholder shall be required as a condition of its entitlement to delivery of Securities in respect of any Notes to pay all Transfer Expenses in respect of such Notes.

(J) After delivery to or for the account of a Noteholder of the relevant Securities Transfer Amount and for such period of time as the transferor or its agent or nominee shall continue to be registered in any clearing system as the owner of the Securities comprised in such Securities Transfer Amount (the "**Intervening Period**"), none of such transferor or any agent or nominee for the Issuer or such transferor shall (i) be under any obligation to deliver to such Noteholder or any other person any letter, certificate, notice, circular, dividend or any other document or payment whatsoever received by the Issuer or such transferor, agent or nominee in its capacity as holder of such Securities, (ii) be under any obligation to exercise any rights (including voting rights) attaching to such Securities during the Intervening Period, or (iii) be under any liability to such Noteholder or any other person in respect of any loss or damage which the Noteholder or any other person may sustain or suffer as a result, whether directly or indirectly, of the Issuer or such transferor, agent or nominee being registered in such clearing system during such Intervening Period as legal owner of such Securities.

(L) All dividends on Securities to be delivered will be payable to the party that would receive such dividends according to market practice for a sale of the Securities executed on the Notional Sale Date to be delivered in the same manner as such Securities. Any such dividends will be paid to or for credit to the account specified by the Noteholder in the relevant Transfer Notice. No right to dividends on the Securities will accrue to Noteholders prior to the Notional Sale Date.

(ii) the Calculation Agent shall determine, in its sole and absolute discretion, whether or not at any time a Settlement Disruption Event has occurred and where it determines such an event has occurred and so has prevented delivery of Securities on the original day that but for such Settlement Disruption Event would have been the Settlement Date, then the Settlement Date will be the first succeeding day on which delivery of such Securities can take place through the relevant Clearing System unless a Settlement Disruption Event prevents settlement on each of the eight relevant Clearing System Business Days immediately following the original date (or during such other period (the "**Disruption Period**") specified in the relevant Pricing Supplement) that, but for the Settlement Disruption Event, would have been the Settlement Date. In that case, if the Securities are debt securities, the Issuer shall use reasonable efforts to deliver such Securities promptly thereafter in a commercially reasonable manner (as determined by the Calculation Agent in its sole and absolute discretion) outside the Clearing System and in all other cases (a) if such Securities can be delivered in any other commercially reasonable manner (as determined by the Calculation Agent in its sole and absolute discretion), then the Settlement Date will be the first Business Day on which settlement of a sale of Securities executed on that eighth relevant Clearing System Business Day, or during such other period specified in the relevant Pricing Supplement, customarily would take place using such other commercially reasonable manner (as determined by the Calculation Agent in its sole and absolute discretion) of delivery (which other manner of delivery will be deemed the relevant Clearing System for the purposes of delivery of the relevant Securities), and (b) if such Securities cannot be delivered in any other commercially reasonable manner (as determined by the Calculation Agent in its sole and absolute discretion), then the Settlement Date will be postponed until delivery can be effected through the relevant Clearing System or in any other commercially reasonable manner.

For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Securities comprised in a basket, the Settlement Date for Securities not affected by the Settlement Disruption Event will be the first day on which settlement of a sale of such Securities executed on the Maturity Date customarily would take place through the relevant Clearing System.

(iii) if the Calculation Agent determines, in its sole and absolute discretion, that a Delivery Disruption Event has occurred, it shall notify the Issuer who shall promptly notify the relevant Noteholder(s) and the Issuer may then:

(A) determine, in its sole and absolute discretion, that the obligation to deliver the relevant Securities Transfer Amount will be terminated and the Issuer will pay such amount as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the non-delivery of the Securities Transfer Amount, in which event the entitlements of the respective Noteholder(s) to receive the relevant

Securities Transfer Amount shall cease and the Issuer's obligations under the Notes shall be satisfied in full upon payment of such amount; or

(B) deliver on the Settlement Date such amount of the Securities Transfer Amount (if any) as it can deliver on that date and pay such amount as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the non-delivery of the remainder of the Securities Transfer Amount, in which event the entitlements of the respective Noteholder(s) to receive the relevant Securities Transfer Amount shall cease and the Issuer's obligations under the Notes shall be satisfied in full upon payment of such amount.

Where this Condition 20(b)(iii) fails to be applied, insofar as the Calculation Agent determines in its sole and absolute discretion to be practical, the same shall be applied as between the Noteholders on a *pro rata* basis, but subject to such rounding down (whether of the amount of a payment or of a number of Securities to be delivered) and also to such other adjustments as the Calculation Agent determines, in its sole and absolute discretion, to be appropriate to give practical effect to such provisions.

(c) ***Automatic Early Redemption***

This Condition 20(c) is applicable only to Automatic Early Redemption Notes.

If on any Automatic Early Redemption Valuation Date, the Automatic Early Redemption Event occurs, then unless previously redeemed or purchased and cancelled, the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date together with any interest accrued but unpaid thereon to the Automatic Early Redemption Date (unless otherwise specified in the relevant Pricing Supplement) immediately following such Automatic Early Redemption Valuation Date and the redemption amount payable by the Issuer on such date upon redemption of each Note shall be an amount in the relevant currency equal to the relevant Automatic Early Redemption Amount.

As used herein:

"**Automatic Early Redemption Amount**" means (a) an amount in the relevant currency specified in the relevant Pricing Supplement or if such amount is not specified, (b) the product of (i) the nominal amount of one Note and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date;

"**Automatic Early Redemption Date(s)**" means each of the date(s) specified as such in the relevant Pricing Supplement, subject in each case to adjustment in accordance with the Business Day Convention specified in the relevant Pricing Supplement;

"**Automatic Early Redemption Event**" means (unless otherwise specified in the relevant Pricing Supplement) that the price of the relevant Security or, as the case may be, the level of the Index, in either case as determined by the Calculation Agent as of the (or any) Valuation Date is, as specified in the relevant Pricing Supplement, (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Automatic Early Redemption Price, or as the case may be, the Automatic Early Redemption Level;

"**Automatic Early Redemption Level**" means the level of the Index specified as such or otherwise determined in the relevant Pricing Supplement;

"**Automatic Early Redemption Price**" means the price per Security specified as such or otherwise determined in the relevant Pricing Supplement;

"**Automatic Early Redemption Rate**" means, in respect of any Automatic Early Redemption Date, the rate specified as such in the relevant Pricing Supplement; and

"**Automatic Early Redemption Valuation Date(s)**" means each of the date(s) specified as such in the relevant Pricing Supplement or, if any such date is not a Scheduled Trading Day, the next following Scheduled Trading Day, subject to the provisions of Condition 20(e)(i) which shall apply as if such Automatic Early Redemption Valuation Date were a Valuation Date.

(d) **Knock-in and Knock-out Provisions**

If "Knock-in Event" is specified as applicable in the Pricing Supplement in relation to any Cash Equity Note, Equity-Linked Note or Index-Linked Note, then each payment and/or delivery in respect of which a Knock-in Event applies, as specified in the relevant Pricing Supplement, shall be conditional upon the occurrence of such Knock-in Event.

For the purposes hereof:

"**Knock-in Determination Day**" means each Scheduled Trading Day during the Knock-in Determination Period, unless such day is a Disrupted Day due to the occurrence of an event giving rise to a Disrupted Day prior to the Knock-in Valuation Time on such day. If such day is a Disrupted Day due to the occurrence of such an event, then the Knock-in Determination Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the original date that, but for the occurrence of a Disrupted Day, would have been the Knock-in Determination Day is a Disrupted Day. In that case, that eighth Scheduled Trading Day shall be deemed to be the Knock-in Determination Day, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine the price of the Security or, as the case may be, the level of the Index in the same manner that it would determine a price of a Security or, as the case may be, a level of an Index on a deemed Valuation Date that is also a Disrupted Day in accordance with the provisions of Condition 20(e)(i)(A), (B) or (C), as the case may be;

"**Knock-in Determination Period**" means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date;

"**Knock-in Event**" means (a) the event or occurrence specified as such in the relevant Pricing Supplement; and (b) (unless otherwise specified in the relevant Pricing Supplement) that the price of the Security or, as the case may be, the level of the Index, determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is, as specified in the relevant Pricing Supplement, (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Knock-in Price or, as the case may be, the Knock-in Level;

"**Knock-in Level**" means the level of the Index specified as such or otherwise determined in the relevant Pricing Supplement;

"**Knock-in Period Beginning Date**" means the date specified as such in the relevant Pricing Supplement or, if such date is not a Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to the provisions of "Knock-in Determination Day" above;

"**Knock-in Period Ending Date**" means the date specified as such in the relevant Pricing Supplement or, if such date is not a Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to the provisions of "Knock-in Determination Day" above;

"**Knock-in Price**" means the price per Security specified as such or otherwise determined in the relevant Pricing Supplement; and

"**Knock-in Valuation Time**" means the time or period of time on any Knock-in Determination Day specified as such in the relevant Pricing Supplement or in the event that the relevant Pricing Supplement do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

If "Knock-out Event" is specified as applicable in the Pricing Supplement in relation to any Cash Equity Note, Equity-Linked Note or Index-Linked Note, then each payment and/or delivery in respect of which a Knock-out Event applies, as specified in the relevant Pricing Supplement, shall be conditional upon such Knock-out Event not having occurred.

For the purposes hereof:

"**Knock-out Determination Day**" means each Scheduled Trading Day during the Knock-out Determination Period, unless such day is a Disrupted Day due to the occurrence of an event giving rise to a Disrupted Day prior to the Knock-out Valuation Time on such day. If such day is a Disrupted Day due to the occurrence of such an event, then the Knock-out Determination Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the original date that, but for the occurrence of a Disrupted Day, would have been the Knock-out Determination Day is a Disrupted Day. In that case, that eighth Scheduled Trading Day shall be deemed to be the Knock-out Determination Day, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine the price of the Security or, as the case may be, the level of the Index in the same manner that it would determine a price of a Security or, as the case may be, a level of an Index on a deemed Valuation Date that is a Disrupted Day in accordance with the provisions of Condition 20(e)(i)(A), (B) or (C), as the case may be;

"**Knock-out Determination Period**" means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date;

"**Knock-out Event**" means that (i) the event or occurrence specified as such in the relevant Pricing Supplement; and (ii) (unless otherwise specified in the relevant Pricing Supplement) that the price of the Security or, as the case may be, the level of the Index, determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is, as specified in the relevant Pricing Supplement, (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Knock-out Price or, as the case may be, Knock-out Level;

"**Knock-out Level**" means the level of the Index specified as such or otherwise determined in the relevant Pricing Supplement;

"**Knock-out Period Beginning Date**" means the date specified as such in the relevant Pricing Supplement or, if such date is not a Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to the provisions of "Knock-out Determination Day" above;

"**Knock-out Period Ending Date**" means the date specified as such in the relevant Pricing Supplement or, if such date is not a Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to the provisions of "Knock-out Determination Day" above;

"**Knock-out Price**" means the price per Security specified as such or otherwise determined in the relevant Pricing Supplement; and

"**Knock-out Valuation Time**" means the time or period of time on any Knock-out Determination Day specified as such in the relevant Pricing Supplement or in the event that the relevant Pricing Supplement do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

(e) ***Consequences of Disrupted Days***

For the purposes of this Condition 20(e) "**Limit Valuation Date**" shall mean, if any Valuation Date in respect of a Note is a Disrupted Day, the Specified Maximum Number of Disrupted Days following such Valuation Date, notwithstanding the fact that such day is a Disrupted Day.

(i) If any Valuation Date is a Disrupted Day, then:

(A) in the case of an Equity-Linked Note, a Cash Equity Note or an Index-Linked Note which, in each case, relates to a single Security or Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, **provided that** the Valuation Date shall not fall after the Limit Valuation Date. In that case:

(1) in respect of an Index-Linked Note, the Limit Valuation Date will be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine the level

of the Index as of the Valuation Time on the Limit Valuation Date determined in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Limit Valuation Date of each security or other property comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security or other property on the Limit Valuation Date, its good faith estimate of the value for the relevant security or other property as of the Valuation Time on the Limit Valuation Date); and

(2) in respect of an Equity-Linked Note or a Cash Equity Note, the Limit Valuation Date shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day and the Calculation Agent shall determine its good faith estimate of the value for the relevant Security as of the Valuation Time on that Limit Valuation Date;

(B) in the case of an Index-Linked Note which relates to a basket of Indices, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date and the Valuation Date for each Index affected by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day which is not a Disrupted Day relating to that Index, unless each of the succeeding Scheduled Trading Days (up to and including the Limit Valuation Date) immediately following the Scheduled Valuation Date is a Disrupted Day relating to that Index. In that case, the Limit Valuation Date shall be deemed to be the Valuation Date for the relevant Index notwithstanding the fact that such day is a Disrupted Day relating to that Index and the Calculation Agent shall determine, in its sole and absolute discretion, the level of that Index, as of the Valuation Time on the Limit Valuation Date in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Limit Valuation Date of each security or other property comprised in the relevant Index (or, if an event giving rise to a Disrupted Day has occurred in respect to the relevant security or other property on the Limit Valuation Date, its good faith estimate of the value for the relevant security or other property as of the Valuation Time on the Limit Valuation Date); and

(C) in the case of an Equity-Linked Note or a Cash Equity Note which, in each case, relates to a basket of Securities, the Valuation Date for each Security not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Security affected by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to that Security, unless each of the Scheduled Trading Days (up to and including the Limit Valuation Date) immediately following the Scheduled Valuation Date is a Disrupted Day relating to that Security. In that case, (1) the Limit Valuation Date shall be deemed to be the Valuation Date for the relevant Security, notwithstanding the fact that such day is a Disrupted Day, and (2) the Calculation Agent shall determine, in its sole and absolute discretion, its good faith estimate of the value for that Security as of the Valuation Time on the Limit Valuation Date.

(ii) If Averaging Dates are specified in the relevant Pricing Supplement, then notwithstanding any other provisions of these Conditions, the following provisions will apply to the valuation of the relevant Index or Securities:

(A) The Final Price or Final Index Level will be, in relation to any Valuation Date:

(1) in respect of an Index-Linked Note or an Equity-Linked Note settled by way of Cash Settlement or a Cash Equity Note which, in each case, relates to a single Security or Index (as the case may be), the arithmetic

mean of the Reference Price of the Security or (as the case may be) of the Reference Level of the Index on each Averaging Date;

(2) in respect of an Index-Linked Note settled by way of Cash Settlement or a Cash Equity Note which, in each case, relates to a basket of indices, the arithmetic mean of the amounts for such basket determined by the Calculation Agent in its sole and absolute discretion as provided in the relevant Pricing Supplement as of the relevant Valuation Time(s) on each Averaging Date or, if no means for determining the Final Index Level is so provided, the arithmetic mean of the amounts for such basket calculated on each Averaging Date as the sum of the Reference Level of each Index comprised in such basket (weighted or adjusted in relation to each Index as provided in the relevant Pricing Supplement); and

(3) in respect of an Equity-Linked Note settled by way of Cash Settlement or a Cash Equity Note which relates to a basket of Securities, the arithmetic mean of the prices for such basket determined by the Calculation Agent in its sole and absolute discretion as provided in the relevant Pricing Supplement as of the relevant Valuation Time(s) on each Averaging Date or, if no means for determining the Final Price is so provided, the arithmetic mean of the prices for such basket calculated on each Averaging Date as the sum of the values calculated for the Securities of each Underlying Company as the product of (aa) the Reference Price of such Security and (bb) the number of such Securities comprised in such basket (weighted or adjusted in relation to each Security as provided in the relevant Pricing Supplement).

(B) If any Averaging Date is a Disrupted Day, then, if the consequence specified in the relevant Pricing Supplement in relation to "**Averaging Date Market Disruption**" is:

(1) "**Omission**", then such Averaging Date will be deemed not to be a relevant Averaging Date for purposes of determining the relevant Final Price or Final Index Level, as applicable, **provided that**, if through the operation of this provision no Averaging Date would occur with respect to the relevant Valuation Date, then Condition 20(e)(i) will apply for purposes of determining the relevant level, price or amount on the final Averaging Date in respect of that Valuation Date as if such final Averaging Date were a Valuation Date that was a Disrupted Day. If any Averaging Dates in relation to a Valuation Date occur after that Valuation Date as a result of the occurrence of a Disrupted Day, then (i) the relevant Maturity Date or any early redemption date in accordance with the Conditions or the relevant Settlement Date, as the case may be, or (ii) the occurrence of an Extraordinary Event or a Potential Adjustment Event shall be determined by reference to the last such Averaging Date as though it were that Valuation Date;

(2) "**Postponement**", then Condition 20(e)(i) will apply for purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date for the relevant Notes. If any Averaging Dates in relation to a Valuation Date occur after that Valuation Date as a result of the occurrence of a Disrupted Day, then (i) the relevant Maturity Date or any early redemption date in accordance with the Conditions or the relevant Settlement Date, as the case may be, or (ii) the occurrence of an Extraordinary Event or a Potential Adjustment Event shall be determined by reference to the last such Averaging Date as though it were that Valuation Date; or

(3) "**Modified Postponement**", then:

(aa) in the case of an Index-Linked Note or an Equity-Linked Note or a Cash Equity Note which relates to a single Index or Security, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Limit Valuation Date immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date (the "**Scheduled Final Averaging Date**") in relation to the relevant Scheduled Valuation Date, then the Limit Valuation Date shall be deemed to be the Averaging Date, notwithstanding the fact that such day is a Disrupted Day (irrespective of whether that Limit Valuation Date is already an Averaging Date) and:

(i) in respect of an Index Linked Note, the Calculation Agent shall determine the relevant level for that Averaging Date in accordance with Condition 20(e)(i)(A)(1); and

(ii) in respect of an Equity-Linked Note or a Cash Equity Note, the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with Condition 20(e)(i)(A)(2); and

(bb) in the case of an Index-Linked Note, an Equity-Linked Note or a Cash Equity Note which relates to a basket of Indices or Securities, the Averaging Date for each Index or Security not affected by the occurrence of a Disrupted Day shall be the day specified in the relevant Pricing Supplement as an Averaging Date in relation to the relevant Valuation Date (the "**Scheduled Averaging Date**") and the Averaging Date for an Index or Security affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Index or Security. If the first succeeding Valid Date in relation to such Index or Security has not occurred as of the Valuation Time on the Limit Valuation Date immediately following the Scheduled Final Averaging Date, then the Limit Valuation Date shall be deemed to be the Averaging Date (irrespective of whether that Limit Valuation Date is already an Averaging Date) and:

(i) in respect of an Index-Linked Note, the Calculation Agent shall determine the relevant level for that Averaging Date in accordance with Condition 20(e)(i)(B); and

(ii) in respect of an Equity-Linked Note or a Cash Equity Note, the Calculation Agent shall determine the relevant amount for that Averaging Date in accordance with Condition 20(e)(i)(C).

If any Averaging Dates in relation to a Valuation Date occur after that Valuation Date as a result of the occurrence of a Disrupted Day, then (i) the relevant Maturity Date or any early redemption date in accordance with the Conditions or Settlement Date, as the case may be, or (ii) the occurrence of an Extraordinary Event or Potential Adjustment Event shall be determined by reference to the last such Averaging Date as though it were that Valuation Date.

(C) If (1) on or prior to any Averaging Date, in respect of an Index-Linked Note, an Index Modification, Index Cancellation or Index Disruption (each as defined in Condition 20(f)(ii)) occurs, or (2) on any Averaging Date in respect of an Index-Linked Note an Index Disruption Event occurs, then the Calculation Agent shall determine, in its sole and absolute discretion, the Final Index Level using, in lieu of a published level of the relevant Index, the level for that Index as determined by the Calculation Agent in its sole and absolute discretion in accordance with the formula for and method of calculating that Index last in effect prior to that change or failure, but using only those securities that comprised that Index immediately prior to that change or failure (other than those securities that have since ceased to be listed on any relevant Exchange).

If a Valuation Date is postponed in accordance with this Condition 20(e) (*Consequences of Disrupted Days*), any Disrupted Day Related Payment Date will also be postponed, if needed, such that the Disrupted Day Related Payment Date shall fall at least three (3) local banking days (or such other number of local banking days as may be specified in the Pricing Supplement) following the postponed Valuation Date or, if later, the Limit Valuation Date, as applicable.

Unless Interest Adjustment is specified in the relevant Pricing Supplement as being applicable, no further payment on account of interest or otherwise shall be due in respect of any payment postponed pursuant to this Condition 20(e) (so that, for the avoidance of doubt, any interest payable in respect of the Notes on a Disrupted Day Related Payment Date which is so postponed shall be calculated as if such Disrupted Day Related Payment Date had not been postponed pursuant to this Condition 20(e)) unless, in the case of a Fixed Rate Note, a Floating Rate Note, Variable Coupon Amount Note or a Zero Coupon Note, there is a subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue as provided in Condition 3 (*Interest on Fixed Rate Notes*), 4 (*Interest on Floating Rate Notes*) or 5 (*Variable Coupon Amount Notes and Zero Coupon Notes*), as appropriate.

(f) ***Adjustments to Indices***

This Condition 20(f) is applicable only in relation to Index-Linked Notes.

(i) *Successor Index*

If a relevant Index is (A) not calculated and announced by the Index Sponsor but is calculated and published by a successor to the Index Sponsor acceptable to the Calculation Agent, or (B) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that Index (the "**Successor Index**") will be deemed to be the Index.

(ii) *Index Adjustment Events*

If on or prior to any Valuation Date, Automatic Early Redemption Valuation Date or Averaging Date (A) a relevant Index Sponsor announces that it will make a material change in the formula for or the method of calculating that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation or other routine events) (an "**Index Modification**") or permanently cancels the Index (an "**Index Cancellation**"), or (B) the Index Sponsor fails to calculate and announce a relevant Index (an "**Index Disruption**" and together with an Index Modification and an Index Cancellation, each an "**Index Adjustment Event**"), then the Calculation Agent shall determine, in its sole and absolute discretion, the Final Index Level using, in lieu of a published level of that Index, the level for that Index as at that Valuation Date, Automatic Early Redemption Valuation Date or Averaging Date, as the case may be, as determined by the Calculation Agent in its sole and absolute discretion in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event.

(iii) *Correction of Index Levels*

If the level of an Index published by the Index Sponsor at any time and used or to be used by the Calculation Agent for any calculation or determination under the Notes is subsequently corrected and the correction is published by the Index Sponsor within one Settlement Cycle after the original publication, the Calculation Agent will make such adjustment as it in its sole and absolute discretion determines to be appropriate, if any, to the settlement or payment terms of the Notes to account for such correction **provided that** if any amount has been paid in an amount which exceeds the amount that would have been payable if the correction had been taken into account, no further amount in an amount at least equal to the excess is payable in respect of the Notes and the Calculation Agent determines that it is not practicable to make such an adjustment to account fully for such correction, the Issuer shall be entitled to reimbursement of the relevant excess payment (or, as the case may be, the proportion thereof not accounted for by an adjustment made by the Calculation Agent) by the relevant Noteholder, together with interest on that amount for the period from and including the day on which payment was originally made to (but excluding) the day of payment of reimbursement by the Noteholder (all as calculated by the Calculation Agent in its sole and absolute discretion). Any such reimbursement shall be effected in such manner as the Issuer shall determine.

(g) ***Adjustments and Events affecting Securities***

This Condition 20(g) is applicable only in relation to Equity-Linked Notes and Cash Equity Notes.

(i) *Potential Adjustment Events*

The Calculation Agent shall determine, in its sole and absolute discretion, whether or not at any time a Potential Adjustment Event has occurred and where it determines such an event has occurred, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Securities and, if so, will make such adjustment(s) as it in its sole and absolute discretion determines to be appropriate, if any, to the formula for the final redemption amount set out in the relevant Pricing Supplement, the number of Securities to which each Note relates, the number of Securities comprised in a basket, the amount, the number of or type of shares, other securities or other property which may be delivered pursuant to such Notes and/or any other adjustment(s) and, in any case, any other variable relevant to the settlement or payment terms of the relevant Notes as the Calculation Agent determines, in its sole and absolute discretion, to be appropriate to account for that diluting or concentrative effect and determine, in its sole and absolute discretion, the effective date(s) of such adjustment(s).

(ii) *Extraordinary Events*

Following the occurrence of any Extraordinary Event, the Calculation Agent will, in its sole and absolute discretion, determine whether or not the relevant Notes shall continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the relevant Notes shall continue, it may make such adjustment(s) as it, in its sole and absolute discretion, determines to be appropriate, if any, to the formula for the final redemption amount set out in the relevant Pricing Supplement, the number of Securities to which each Note relates, the number of Securities comprised in a basket, the amount, the number of or type of shares, other securities or other property which may be delivered pursuant to such Notes and, in any case, any other variable relevant to the settlement or payment terms of the relevant Notes and/or any other adjustment which change or adjustment shall be effective on such date selected by the Calculation Agent in its sole and absolute discretion. If the Calculation Agent determines in its sole and absolute discretion that the relevant Notes shall be redeemed, then the Notes shall be redeemed as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Noteholders to receive the relevant

Securities Transfer Amount or final redemption amount (or any other payment to be made by the Issuer) as the case may be, shall cease and the Issuer's obligations under the relevant Notes shall be satisfied in full upon payment of such amount as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the redemption of the Notes.

(iii) *Conversion*

In respect of an Equity-Linked Note or a Cash Equity Note which relates to debt securities, following the occurrence of any Conversion, the Calculation Agent will, in its sole and absolute discretion, determine whether or not the Notes will continue and, if so, determine, in its sole and absolute discretion, any adjustment(s) to be made. If the Calculation Agent determines that the Notes shall continue, it may make such adjustment(s) as it, in its sole and absolute discretion, determines to be appropriate to the formula for the final redemption amount set out in the relevant Pricing Supplement, the number of Securities to which each Note relates, the number of Securities comprised in a basket, the amount, number of or type of shares, other securities or other property which may be delivered under such Notes and, in any case, any other variable relevant to the settlement or payment terms of the relevant Notes and/or any other adjustment and determine, in its sole and absolute discretion, the effective date(s) of such adjustment(s). If the Calculation Agent determines in its sole and absolute discretion that the Notes shall be redeemed, then the Notes shall be redeemed as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Noteholders to receive the relevant Securities Transfer Amount or final redemption amount (or any other payment to be made by the Issuer), as the case may be, shall cease and the Issuer's obligations under the relevant Notes shall be satisfied in full upon payment of such amount as, in the opinion of the Calculation Agent (such opinion to be made by the Calculation Agent in its sole and absolute discretion) is fair in the circumstances by way of compensation for the redemption of the Notes.

(iv) *Correction of Prices*

In the event that any price published or announced on a given day and utilised or to be utilised for the purpose of any calculation or determination under the Notes is subsequently corrected and the correction is published or announced by the Exchange within one Settlement Cycle after the original publication, the Calculation Agent will make such adjustment(s) as it in its sole and absolute discretion determines to be appropriate, if any, to the amount payable in respect of the Notes and their terms to account for such correction and the Calculation Agent shall determine, in its sole and absolute discretion, the effective date(s) of such adjustment(s) **provided that** if any amount has been paid in an amount which exceeds the amount that would have been payable if the correction had been taken into account, no further amount in an amount at least equal to the excess is payable in respect of the Notes and the Calculation Agent determines that it is not practicable to make such an adjustment to account fully for such correction, the Issuer shall be entitled to reimbursement of the relevant excess payment (or, as the case may be, the proportion thereof not accounted for by an adjustment made by the Calculation Agent) by the relevant Noteholder, together with interest on that amount for the period from and including the day on which payment was originally made to (but excluding) the day of payment of reimbursement by the Noteholder (all as calculated by the Calculation Agent in its sole and absolute discretion). Any such reimbursement shall be effected in such manner as the Issuer shall determine.

(h) ***Additional Disruption Events***

Following the occurrence of any Additional Disruption Event, the Calculation Agent will, in its sole and absolute discretion, determine whether or not the relevant Notes shall continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the relevant Notes shall continue, it may make such adjustment(s) as it, in its sole and absolute discretion, determines to be appropriate, if any, to the formula for the final redemption amount set out in the relevant Pricing Supplement, the number of Securities to which each Note relates, the number of Securities comprised in a basket, the amount, the number of or type of shares, other securities or other property which may be delivered pursuant to such Notes and, in any case, any other variable relevant to the settlement or payment terms of the relevant Notes and/or any other adjustment which change or adjustment shall be effective on such date selected by the Calculation Agent in its sole and absolute discretion. If the Calculation Agent determines in its sole and absolute discretion that the relevant Notes shall be redeemed, then the Notes shall be redeemed as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Noteholders to receive the relevant Securities Transfer Amount or final redemption amount (or any other payment to be made by the Issuer), as the case may be, shall cease and the Issuer's obligations under the relevant Notes shall be satisfied in full upon payment of such amount as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the redemption of the Notes.

For the purposes any Series of Notes, "**Additional Disruption Event**" means any event specified as such in the relevant Pricing Supplement, and for such purpose the following terms if so specified shall be deemed to have the following meanings unless otherwise provided in the relevant Pricing Supplement:

(i) "**Change in Law**" means that, on or after the Issue Date, (A) due to the adoption of or any change in any applicable law or regulation (including without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in its sole and absolute discretion that (x) it has become illegal for the Issuer to hold, acquire or dispose of Securities relating to such Notes, (y) it has become illegal for the Issuer to hold, acquire, purchase, sell or maintain one or more (i) positions or contracts in respect of any securities, options, futures, derivatives or foreign exchange in relation to such Notes, (ii) stock loan transactions in relation to such Notes or (iii) other instruments or arrangements (howsoever described) held by the Issuer in order to hedge, individually or on a portfolio basis, such Notes or (z) the Issuer will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

(ii) "**Failure to Deliver**" means the failure of a party to deliver, when due, the relevant Securities in respect of the Notes, where such failure is due to illiquidity in the market for such Securities;

(iii) "**Insolvency Filing**" means that the issuer of the Securities institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such petition, **provided that** proceedings instituted or petitions presented by creditors and not consented to by the issuer of the Securities shall not be deemed an Insolvency Filing;

(iv) "**Hedging Disruption**" means that the Issuer is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of issuing and performing its obligations with respect to the Notes or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s); and

(v) "**Increased Cost of Hedging**" means that the Issuer would incur a materially increased costs (as compared with circumstances existing on the Issue Date), amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging.

(i) ***Effects of European Economic and Monetary Union***

Following the occurrence of an EMU Event, the Calculation Agent shall make such adjustment (and determine, in its sole and absolute discretion, the effective date of such adjustment) as it, in its sole and absolute discretion, determines to be appropriate, if any, to the formula for the final redemption amount set out in the relevant Pricing Supplement, the formula for and method of calculating the relevant Index and/or the securities or other property comprising the relevant Index, the number of and type of Securities to which each Note relates, the number of and type of Securities comprised in a basket, the amount, the number of or type of shares, other securities or other property which may be delivered under such Notes and/or any other adjustment and, in any case, any other variable relevant to the settlement or payment terms of the relevant Notes.

Following the occurrence of an EMU Event, without prejudice to the generality of the foregoing, the Issuer shall be entitled to make such conversions between amounts denominated in the national currency units (the "**National Currency Units**") of the Participating Member States and the euro, and the euro and the National Currency Units, in each case, in accordance with the conversion rates and rounding rules in Regulation (EC) No. 1103/97 as it, in its sole and absolute discretion, determines to be appropriate.

Neither the Issuer nor the Calculation Agent will be liable to any Noteholder or other person for any commissions, costs, losses or expenses in relation to or resulting from any currency conversion or rounding effected in connection therewith.

For the purposes hereof:

"**EMU Event**" means the occurrence of any of the following, as determined by the Calculation Agent, in its sole and absolute discretion:

(i) the redenomination of any security into euro;

(ii) the change by any organised market, exchange or clearing, payment or settlement system in the unit of account of its operating procedures to the euro;

(iii) any change in the currency of denomination of any Index; or

(iv) any change in the currency in which some or all of the securities or other property comprising any Index is denominated; and

"**Participating Member State**" means any member state of the European Union which adopts the single currency in accordance with the Treaty.

(j) ***Other Adjustments***

Upon the occurrence of any event(s) that the Calculation Agent determines (in its discretion, but acting reasonably) affects or could potentially affect the value of an Index-Linked Note, an Equity-Linked Note or a Cash Equity Note, the Calculation Agent may (in its discretion, but acting reasonably) make any additional adjustments to the Strike Price, the number and/or type of Securities and/or Indices to which such an Index-Linked Note, an Equity-Linked Note or a Cash Equity Note relates, and to any other exercise, settlement, payment or other term of such an Index-Linked Note, an Equity-Linked Note or a Cash Equity Note including, without limitation, the amount, number or type of cash, shares, other securities or property which may be transferred under such Index-Linked Note, an Equity-Linked Note or a Cash Equity Note, and determine the effective date(s) of such adjustments.

(k) ***Adjustments where the Securities are Units in a Fund***

Where the Securities are specified in the relevant Pricing Supplement as being Units in a Fund, in the case of the occurrence at any time on or prior to the Valuation Date of any Extraordinary Event affecting the Fund or the value of the Units, the Calculation Agent may make any adjustment as provided in the preceding provisions of this Condition 20 or:

(i) if the Calculation Agent determines that no adjustment that it could make under the preceding provisions of this Condition 20 would produce a commercially reasonable result:

(A) the Calculation Agent will use commercially reasonable efforts to identify a new underlying asset with characteristics, investment objectives and policies similar to those in effect for the Affected Units immediately prior to the occurrence of the relevant Extraordinary Event and any substitution of the new underlying asset for the Affected Units shall be effected at such time and in such manner as determined by the Calculation Agent in its sole and absolute discretion; and

(B) if necessary, the Calculation Agent will adjust any relevant terms, including, but not limited to, adjustments to account for changes in volatility, investment strategy or liquidity relevant to the Units or the Notes; or

(ii) if the Calculation Agent determines in its sole and absolute discretion that the relevant Notes shall be redeemed, then the Notes shall be redeemed as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Noteholders to receive the relevant Securities Transfer Amount or final redemption amount, as the case may be, shall cease and the Issuer's obligations under the relevant Notes shall be satisfied in full upon payment of an amount as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the redemption of the Notes.

In this Condition 20(k) "**Affected Unit(s)**" means each Unit subject to an applicable Extraordinary Event.

ADDITIONAL TERMS AND CONDITIONS RELATING TO CREDIT-LINKED NOTES (2014 ISDA CREDIT DERIVATIVES DEFINITIONS VERSION)

The section headed "*Terms and Conditions of the Notes*" of this Information Memorandum shall be supplemented and modified by the following "*Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)*" (the "**Credit Linked Conditions**" and, together with the Terms and Conditions of the Notes, the "**Base Conditions**") in respect of any issue of Credit-Linked Notes as amended or supplemented by the terms of each Tranche of Notes set out in the Pricing Supplement (the "**Pricing Supplement**") for which "Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)" is specified as applicable therein.

In the event of any inconsistency between the "*Terms and Conditions of the Notes*" and the "*Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)*", such "*Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)*" shall prevail and the "*Terms and Conditions of the Notes*" shall be amended accordingly.

Unless otherwise stated in these Credit Linked Conditions or in the relevant Pricing Supplement, in the event that any day specified in the section "Credit Linked Redemption" in the relevant Pricing Supplement or the last day of any period calculated by reference to calendar days falls on a day that is not a Business Day, such day or last day shall be subject to adjustment in accordance with the applicable Business Day Convention.

In the case of Credit Linked Notes for which more than one Reference Entity is specified in the relevant Pricing Supplement, all references to "the Reference Entity" herein shall be construed to refer to the Reference Entity in respect of which the relevant determination falls to be made at any relevant time and all related provisions and determinations will be construed accordingly. In addition, where an event, date, determination or circumstance relates to a Reference Entity, only those Business Centre(s) specified in relation to that Reference Entity will be deemed to apply for the purposes of the definition of "Business Day" in relation thereto and otherwise all of the Business Centre(s) specified in the relevant Pricing Supplement (including those for all Reference Entities) will apply for the purposes of the definition of "Business Day".

For the avoidance of doubt no Credit Linked Notes will be considered frustrated, or otherwise void or voidable (whether for mistake or otherwise) solely because:

(a) any relevant Reference Entity does not exist on, or ceases to exist on or following, the Trade Date; and/or

(b) Obligations, Deliverable Obligations, Valuation Obligations or the Reference Obligation do not exist on, or cease to exist on or following, the Trade Date.

Any references in these Credit Linked Conditions to ISDA will include any other entity which succeeds to or is performing functions previously undertaken by ISDA in relation to Credit Derivatives Determinations Committees and references to Credit Derivatives Determinations Committees in relation to ISDA will include any successor thereto and the Calculation Agent may make such adjustments to these Credit Linked Conditions and the relevant Pricing Supplement as it determines appropriate to account for the application of these provisions.

For the avoidance of doubt, the application of any of Credit Linked Conditions 7, 8, 9, 10 or 12 below shall not preclude the application of any other such Credit Linked Condition either contemporaneously or subsequently and in the event that any such Credit Linked Conditions are inconsistent or the Calculation Agent becomes entitled to exercise a discretion under one or more of such Credit Linked Conditions, the

Calculation Agent may elect in its discretion which Credit Linked Condition shall apply and under which Credit Linked Condition or Credit Linked Conditions it shall exercise its discretion.

Credit Linked Notes may take the form of Single Reference Entity Credit Linked Notes or Basket Credit Linked Notes. The Settlement Method for Credit Linked Notes may be Auction Settlement, Physical Settlement or Cash Settlement (for which purposes the Final Price will be fixed) and Credit Event Maturity Settlement may apply to Credit Linked Notes where the Settlement Method is Auction Settlement or Cash Settlement. The relevant Pricing Supplement shall specify (depending upon the particular Credit Linked Notes), amongst other things:

(a) the type of Credit Linked Notes;

(b) the Settlement Method and (if applicable) the Final Price and whether Credit Event Maturity Settlement applies;

(c) the Reference Entity or Reference Entities in respect of which a Credit Event may occur;

(d) the Reference Obligation(s) (if any) in respect of each Reference Entity;

(e) the Trade Date and the Scheduled Maturity Date; and

(f) the Reference Entity Notional Amount in respect of each Reference Entity.

1. **Redemption of Credit Linked Notes**

(a) Unless previously redeemed or purchased and cancelled and subject as provided in Credit Linked Condition 2, Credit Linked Condition 3, Credit Linked Condition 4 or Credit Linked Condition 5, the Issuer shall redeem each Credit Linked Note on the Maturity Date by payment of the final redemption amount set out in the relevant Pricing Supplement. The final redemption amount will be rounded to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards).

In the case of Instalment Notes, subject as provided in Credit Linked Condition 2, Credit Linked Condition 3 or Credit Linked Condition 4, as applicable, the Issuer shall redeem each Credit Linked Note in such number of instalments and in such amounts ("**Instalment Amounts**") as may be specified in, or determined herein or in accordance with the provisions of, the relevant Pricing Supplement.

Following any partial redemption of a Note, references to a nominal amount of Credit Linked Notes (or Notes) equal to the Calculation Amount shall be deemed to be to a nominal amount which as of the Issue Date had a nominal amount equal to the Calculation Amount.

If a Credit Event Determination Date has occurred in respect of any Reference Entity the Issuer shall redeem each Credit Linked Note as described below.

References in these Credit Linked Conditions to a Credit Linked Note or Note are to a nominal amount of Credit Linked Notes equal to the Calculation Amount (subject as provided above). Any payment of a "*pro rata*" amount in respect of a Note will be determined by reference to its nominal amount relative to the then nominal amount of Notes. For the avoidance of doubt, Condition 6(a) will not apply.

(b) Where the Notes are Single Reference Entity Credit Linked Notes, if a Credit Event Determination Date has occurred in relation to the Reference Entity, then the Notes will be settled in accordance with Credit Linked Condition 2, Credit Linked Condition 3 or Credit Linked Condition 4, as applicable.

(c) Where the Notes are Basket Credit Linked Notes, if a Credit Event Determination Date has occurred in respect of any specified Reference Entity, then the provisions of Credit Linked Condition 5 will apply.

(d) Where any Credit Event Redemption Amount is or would be zero then, other than for the payment of accrued interest (if any) or any other due but unpaid amounts, the Notes will be cancelled as of the Credit Event Redemption Date with no payment being due other than any final amount of accrued interest or any other due but unpaid amounts. The Issuer will have no further obligations in respect of the Credit Linked Notes.

(e) If any purchase and cancellation of Notes occurs under Condition 6(e) (*Purchases*) or any further issue under Condition 16 (*Further Issues*), the Calculation Agent will make such adjustments to the relevant Pricing Supplement and/or these Credit Linked Conditions as it determines appropriate (including Reference Entity Notional Amounts and/or the Original Notional Amount, as applicable) to ensure the Notes continue to reflect economic intentions.

2. Auction Settlement

(a) Where (i) Auction Settlement is specified as the applicable Settlement Method in the relevant Pricing Supplement for Single Reference Entity Credit Linked Notes and a Credit Event Determination Date occurs on or prior to the Auction Final Price Determination Date or (ii) Credit Linked Condition 4(a) applies and the Issuer does not give a Notice of Physical Settlement, the Issuer shall give notice (such notice an "**Auction Settlement Notice**") to the Noteholders in accordance with Condition 14 (*Notices*), and, subject to these Credit Linked Conditions, in particular Credit Linked Condition 1, redeem all but not some only of the Credit Linked Notes, each Credit Linked Note being redeemed by the Issuer at the Credit Event Redemption Amount on the Credit Event Redemption Date. Any delay in the delivery of an Auction Settlement Notice or failure by the Issuer to deliver an Auction Settlement Notice shall not affect the validity of a Credit Event Determination Date.

(b) Unless settlement has occurred in accordance with the paragraph above, if:

(i) an Auction Cancellation Date occurs;

(ii) a No Auction Announcement Date occurs (and in circumstances where such No Auction Announcement Date occurs pursuant to paragraphs (b) or (c)(ii) of the definition of No Auction Announcement Date, the Issuer has not exercised the Movement Option);

(iii) a DC Credit Event Question Dismissal occurs;

(iv) a Credit Event Determination Date was determined pursuant to paragraph (a)(i) of the definition of Credit Event Determination Date or paragraph (a) of the definition of Non-Standard Credit Event Determination Date and no Credit Event Resolution Request Date has occurred on or prior to the date falling three Business Days after such Credit Event Determination Date; or

(v) the Calculation Agent determines that it is otherwise reasonably likely that the Reference Transaction would be settled in accordance with the Fallback

Settlement Method and gives notice of such to the Issuer (the date on which the Calculation Agent gives such notice, the "**Calculation Agent Fallback Settlement Determination Date**"),

then the Issuer shall redeem the Credit Linked Notes in accordance with Credit Linked Condition 3 below.

If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 2, upon payment of the Credit Event Redemption Amounts in respect of the Notes, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the nominal amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

3. **Cash Settlement**

If a Credit Event Determination Date has occurred and (i) Cash Settlement is specified as the applicable Settlement Method in the relevant Pricing Supplement for Single Reference Credit Linked Notes or (ii) Credit Linked Condition 2(b) above applies, the Issuer shall give notice (such notice a "**Cash Settlement Notice**") to the Noteholders in accordance with Condition 14 (*Notices*), and, subject to these Credit Linked Conditions, in particular Credit Linked Condition 1, redeem all but not some only of the Credit Linked Notes, each Credit Linked Note being redeemed by the Issuer at the Credit Event Redemption Amount on the Credit Event Redemption Date. Any delay in the delivery of a Cash Settlement Notice or failure by the Issuer to deliver a Cash Settlement Notice shall not affect the validity of a Credit Event Determination Date.

If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 3, upon payment of the Credit Event Redemption Amounts in respect of the Notes, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the nominal amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

4. **Physical Settlement**

(a) If a Credit Event Determination Date has occurred, then where Physical Settlement is specified as the applicable Settlement Method in the relevant Pricing Supplement for Single Reference Entity Credit Linked Notes, the Issuer shall give notice (such notice a "**Notice of Physical Settlement**") to the Noteholders in accordance with Condition 14 (*Notices*), and, subject to these Credit Linked Conditions, in particular Credit Linked Condition 1, redeem all but not some only of the Credit Linked Notes each Credit Linked Note being redeemed by the Issuer by the Delivery of the Deliverable Obligations comprising the Entitlement on or prior to the Credit Settlement Date, subject to and in accordance with the Conditions and these Credit Linked Conditions, unless in the determination of the Issuer in its sole and absolute discretion in its opinion (i) it would not have any Deliverable Obligations to so Deliver or (ii) all of the Deliverable Obligations would be Undeliverable Obligations, in which case the provisions of Credit Linked Condition 2 above shall apply as if Auction Settlement were thereafter specified as the applicable the Settlement Method in the relevant Pricing Supplement and these Credit Linked Conditions and the relevant Pricing Supplement will be construed accordingly and the Issuer shall redeem the Credit Linked Notes in accordance with Credit Linked Condition 2. Any delay in the delivery of a Notice of Physical Settlement or failure by the Issuer to deliver a Notice of Physical Settlement shall not affect the validity of a Credit Event Determination Date.

In the Notice of Physical Settlement, the Issuer shall specify the Deliverable Obligations comprising the Entitlement that it reasonably expects to Deliver and the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Credit Settlement Currency (in each case the relevant "**Outstanding Amount**") and, if different, the face amount, of each such Deliverable Obligation and the aggregate Outstanding Amount of such Deliverable Obligations (the "**Aggregate Outstanding Amount**"). For the avoidance of doubt, the Issuer shall be entitled to select any of the Deliverable Obligations to constitute the Entitlement, irrespective of their market value.

The Issuer may, from time to time, amend a Notice of Physical Settlement by delivering a notice to Noteholders in accordance with Condition 14 (*Notices*), (each such notification, a "**Physical Settlement Amendment Notice**") that the Issuer is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior Physical Settlement Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such Physical Settlement Amendment Notice is effective). A Physical Settlement Amendment Notice shall specify each replacement Deliverable Obligation that the Issuer will Deliver (each, a "**Replacement Deliverable Obligation**") and shall also specify the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior Physical Settlement Amendment Notice, as applicable, that is being replaced (with respect to each such Deliverable Obligation, the "**Replaced Deliverable Obligation Outstanding Amount**"). The Outstanding Amount of each Replacement Deliverable Obligation identified in the Physical Settlement Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of the Replacement Deliverable Obligation(s) specified in any Physical Settlement Amendment Notice in aggregate with the Outstanding Amount of the Deliverable Obligation(s) specified in the Notice of Physical Settlement or any earlier Physical Settlement Amendment Notice which, in each case, are not being replaced must not be greater than the Aggregate Outstanding Amount. Each such Physical Settlement Amendment Notice must be effective on or prior to the Credit Settlement Date (determined without reference to any change resulting from such Physical Settlement Amendment Notice). Notwithstanding the foregoing, (i) the Issuer may correct any errors or inconsistencies contained in the Notice of Physical Settlement or any Physical Settlement Amendment Notice, as applicable, by notice to Noteholders in accordance with Condition 14 (*Notices*), prior to the relevant Delivery Date; and (ii) if Asset Package Delivery is applicable, the Issuer shall on the relevant PSN Effective Date, or as soon as reasonably practicable thereafter (but in any case, prior to the Delivery Date), notify the Noteholders (in accordance with Condition 14 (*Notices*)) of the detailed description of the Asset Package, if any, that the Issuer will Deliver in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable, it being understood in each case that any such notice shall not constitute a Physical Settlement Amendment Notice.

If "**Mod R**" is specified as applicable in the relevant Pricing Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation falls within paragraph (e) of the definition thereof or the Deliverable Obligation or Valuation Obligation, as applicable, is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Entitlement only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date, in each case, as of each such date as the

Calculation Agent determines relevant for purposes of the Hedging Arrangements or, if none at the relevant time, both the PSN Effective Date and the Delivery Date.

If "**Mod Mod R**" is specified as applicable in the relevant Pricing Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation falls within paragraph (e) of the definition thereof or the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Entitlement only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements or, if none at the relevant time, both the PSN Effective Date and the Delivery Date. For the purposes of this paragraph only and notwithstanding the foregoing, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

For the purposes of making a determination pursuant to the two prior paragraphs or the definition of Restructuring Maturity Limitation Date, the final maturity date shall, subject as provided in the prior paragraph, be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

Asset Package Delivery will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Credit Event Determination Date, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event. Notwithstanding the foregoing, if Sovereign No Asset Package Delivery is specified as applicable in the relevant Pricing Supplement, it shall be deemed that no Package Observable Bond exists with respect to a Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA) and accordingly, Asset Package Delivery shall not apply thereto.

Where Asset Package Delivery applies, the Calculation Agent may make any adjustment in relation to provisions for physical settlement and determination of the Entitlement to take account of the relevant Asset Package.

If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 4, upon Delivery of the Deliverable Obligations and/or payment of the Partial Cash Settlement Amounts, as the case may be, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The value of such Deliverable Obligations and/or the Partial Cash Settlement Amount, as the case may be, may be less than the nominal amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

(b) Terms relating to Physical Settlement

(i) Asset Transfer Notices

In relation to Credit Linked Notes to be redeemed (whether in whole or in part) by Delivery of the Entitlement(s), in order to obtain Delivery of the Entitlement in respect of the Credit Event Portion of any Note, the relevant Noteholder must:

(A) if such Note is in global form, deliver to the relevant Clearing System and (in the case of Registered Notes) the Registrar, with a copy to the Principal Paying Agent, the Issuer and any entity appointed by the Issuer to Deliver the Entitlement on its behalf (the "**Delivery Agent**") no later than the close of business in each place of reception on the Cut-off Date, a duly completed asset transfer notice (the "**Asset Transfer Notice**") substantially in the form set out in the Annex (*Form of Asset Transfer Notice*) to these Credit Linked Conditions; and

(B) if such Note is in definitive form, deliver (i) if such Note is a Bearer Note, to any Paying Agent or (ii) if such Note is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Principal Paying Agent, the Issuer and the Delivery Agent (as defined above) no later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice.

For the purposes hereof, "**Cut-Off Date**" means the date specified as such in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable.

A form of Asset Transfer Notice may be obtained during normal business hours from the specified office of the Registrar or any Paying Agent.

An Asset Transfer Notice may only be delivered (i) if such Note is in global form, in such manner as is acceptable to the relevant Clearing System or (ii) if such Note is in definitive form, in writing.

If a Note is in definitive form, it must be delivered together with the duly completed Asset Transfer Notice.

The Asset Transfer Notice shall:

(1) specify the name, address and contact telephone number of the relevant Noteholder and the person from whom the Issuer or Delivery Agent may obtain details for the Delivery of the Entitlement;

(2) specify the series number of the Notes and the number of Notes which are the subject of such notice;

(3) in the case of Notes in global form, specify the nominal amount which is the subject of such notice and the number of the Noteholder's account at the relevant Clearing System which, where the relevant Delivery represents the final settlement due in respect of the Notes, is to be debited with such Notes and in such case irrevocably instruct and authorise the relevant Clearing System to debit the relevant Noteholder's account with such Notes on or before the relevant Credit Settlement Date;

(4) include an undertaking to pay all Expenses and, in the case of a Note in global form, an authority to the relevant Clearing System to debit a

specified account of the Noteholder with the relevant Clearing System in respect thereof and to pay such Expenses;

(5) include such details as are required for Delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be Delivered and/or any other Delivery instructions and specify the name and number of the Noteholder's account to be credited with any cash payable by the Issuer, (including, where applicable, pursuant to Credit Linked Condition 11, in respect of any cash amount constituting the Entitlement); and

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

all as provided therein.

(ii) Verification of the Noteholder

In the case of Notes in global form, upon receipt of an Asset Transfer Notice, the relevant Clearing System shall verify that the person delivering the Asset Transfer Notice is the holder of the nominal amount of Notes described therein according to its records. Subject thereto, the relevant Clearing System will confirm to the Principal Paying Agent the series number and number of Notes the subject of such notice, the relevant account details and the details for the Delivery of the Entitlement in respect of the Credit Event Portion of such Notes. Upon receipt of such confirmation, the Principal Paying Agent will inform the Issuer and any Delivery Agent thereof. The relevant Clearing System will on or before the relevant Credit Settlement Date, where the relevant Delivery represents the final settlement due in respect of the Notes, debit the securities account of the relevant Noteholder with the relevant Notes the subject of such Asset Transfer Notice.

(iii) Determination and Delivery

Any determination as to whether an Asset Transfer Notice is duly completed and in proper form shall be made by the relevant Paying Agent or the Registrar, as the case may be, in each case in consultation with the Principal Paying Agent, and shall be conclusive and binding on the Issuer, the Principal Paying Agent, any Delivery Agent and the relevant Noteholder. Subject as set out below, any Asset Transfer Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Paying Agent, the Issuer and any Delivery Agent immediately after being delivered or sent as provided in paragraph (i) above, shall be null and void.

If such Asset Transfer Notice is subsequently corrected to the satisfaction of, in the case of Notes in global form, the relevant Clearing System, or, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, in each case in consultation with the Principal Paying Agent, it shall be deemed to be a new Asset Transfer Notice submitted at the time such correction was delivered as provided above.

The relevant Clearing System or the relevant Registrar or the Paying Agent, as applicable, shall use its reasonable efforts as soon as reasonably practicable to notify the Noteholder submitting an Asset Transfer Notice, if, in consultation with the Principal Paying Agent and the Issuer, it has determined that such Asset Transfer Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Paying Agents, the Registrar or the relevant Clearing System shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Noteholder.

No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System, the Registrar or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Noteholder may not transfer the Notes which are the subject of such notice.

In relation to each Deliverable Obligation comprising an Entitlement the Issuer will Deliver or procure the Delivery of the relevant Deliverable Obligation on or prior to the relevant Credit Settlement Date at the risk of the relevant Noteholder in the manner provided below and provided that the Asset Transfer Notice is duly delivered as provided above not later than the close of business in each place of reception on the Cut-Off Date, Provided That if all or some of the Deliverable Obligations included in such Entitlement are Undeliverable Obligations and/or Hedge Disruption Obligations as of the Credit Settlement Date, then the provisions of Credit Linked Condition 11 below will apply.

If a Noteholder fails to give an Asset Transfer Notice as provided herein with a copy to each relevant party prior to the close of business in each place of reception on the Cut-Off Date, then the Deliverable Obligations comprising each relevant Entitlement will be treated as Hedge Disruption Obligations and the provisions of Credit Linked Condition 11 below will apply.

The Issuer (or any Delivery Agent on its behalf) shall, at the risk of the relevant Noteholder, Deliver (or procure the Delivery) of the Entitlement in respect of the Credit Event Portion of a Note, in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or in such manner as is specified in the relevant Pricing Supplement. All Expenses shall be for the account of the relevant Noteholder and no Delivery of the Entitlement shall be made until all Expenses have been paid by the relevant Noteholder to the satisfaction of the Issuer.

(iv) General

Credit Linked Notes held by the same Holders will be aggregated for the purpose of determining the aggregate Entitlements in respect of the Credit Event Portion of such Notes, **provided that**, the aggregate Entitlements in respect of the same Holder will be rounded down to the nearest whole unit of the Deliverable Obligation or each of the Deliverable Obligations, as the case may be, in such manner as the Calculation Agent shall determine. Fractions of the Deliverable Obligation or of each of the Deliverable Obligations, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent shall be paid to the Noteholder.

After Delivery of the Entitlement in respect of the Credit Event Portion of a Note and for the Intervening Period, none of the Issuer, the Paying Agents, the Registrar, any Delivery Agent or any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of the securities or obligations included in such Entitlement, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations or (iii) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations.

(c) Rights of Noteholders and Calculations

None of the Issuer, the Calculation Agent, any Delivery Agent and the Agents shall have any responsibility for any errors or omissions in any calculation or determination in respect of the Notes.

The purchase of the Notes does not confer on any holder of such Notes any rights (whether in respect of voting, distributions or otherwise) attaching to any Deliverable Obligation.

5. **Consequences of a Credit Event Determination Date for Basket Credit Linked Notes**

(a)

(i) *Auction Settlement or Cash Settlement for Basket Credit Linked Notes*

If (x) Auction Settlement or Cash Settlement is specified as the applicable Settlement Method in the relevant Pricing Supplement and a Credit Event Determination Date has occurred in respect of any specified Reference Entity or (y) (ii) below applies in respect of a Series of Basket Credit Linked Notes and the Issuer does not give a Notice of Physical Settlement, (i) the Issuer shall give notice in each case that a Credit Event Determination Date has occurred (such notice a "**Settlement Notice**") to the Noteholders in accordance with Condition 14 (*Notices*) and (ii) in respect of each Basket Credit Linked Note:

(A) the Issuer shall pay as an Instalment Amount for the purposes of Credit Linked Condition 1(a) above an amount equal to the relevant Credit Event Amount (for which purposes, subject as provided below, the Settlement Method shall apply), if any, on the relevant Credit Event Payment Date which will be the relevant Instalment Date. For the avoidance of doubt, where Credit Event Maturity Settlement is specified to be applicable in the relevant Pricing Supplement each such Credit Event Payment Date and the related Instalment Date will fall on the Maturity Date;

(B) the interest calculation basis described in paragraph (b) below will apply; and

(C) other than where Credit Event Maturity Settlement is specified to be applicable in the relevant Pricing Supplement, notwithstanding anything to the contrary herein and subject to the following sentence, if on any date on or prior to the Maturity Date the Adjusted Credit Outstanding Nominal Amount is equal to zero, each Credit Linked Note will be redeemed at the final Credit Event Amount on the final Credit Event Payment Date. If such final Credit Event Amount is zero, then the Credit Linked Notes will be cancelled as of the final Credit Event Payment Date, with no payment being due in respect thereof and the Issuer will have no further liability in respect of the Notes.

Unless settlement has occurred in accordance with part (A) above, if the Settlement Method is Auction Settlement and:

(1) an Auction Cancellation Date occurs;

(2) a No Auction Announcement Date occurs (and in circumstances where such No Auction Announcement Date occurs pursuant to paragraphs (b) or (c)(ii) of the definition of No Auction Announcement Date, the Issuer has not exercised the Movement Option);

(3) a DC Credit Event Question Dismissal occurs;

(4) a Credit Event Determination Date was determined pursuant to paragraph (a)(i) of the definition of Credit Event Determination Date or paragraph (a) of the definition of Non-Standard Credit Event Determination Date and no Credit Event Resolution Request Date has occurred on or prior to the date falling three Business Days after such Credit Event Determination Date; or

(5) a Calculation Agent Fallback Settlement Determination Date occurs,

then the Fallback Settlement Method shall apply for the purposes of the Credit Event Amount.

For the avoidance of doubt parts (A) and (B) of this provision will apply and part (C) of this provision will continue to apply in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred.

Any delay in the delivery of a Settlement Notice or failure by the Issuer to deliver a Settlement Notice shall not affect the validity of the Credit Event Determination Date in respect of the affected Reference Entity.

A Credit Event Determination Date may occur more than once except that, subject as provided in Credit Linked Condition 14 and the definition of Credit Event Determination Date in Credit Linked Condition 13, a Credit Event Notice (if applicable) may only be delivered on one occasion and a Credit Event Determination Date may occur once only, with respect to any Reference Entity (unless subsequent to the occurrence of a Credit Event Determination Date with respect to any Reference Entity, that Reference Entity becomes the Successor to one or more other Reference Entities in respect of which a Credit Event Determination Date has not occurred, in which case a Credit Event Determination Date may occur again).

(ii) *Partial Physical Settlement for Basket Credit Linked Notes*

If Partial Physical Settlement provisions is specified in the relevant Pricing Supplement as being applicable and a Credit Event Determination Date has occurred in respect of any specified Reference Entity, the Issuer shall give notice (such notice a "**Notice of Physical Settlement**") to the Noteholders in accordance with Condition 14 (*Notices*), and, subject to these Credit Linked Conditions, in particular Credit Linked Condition 1, redeem the Credit Event Portion of all but not some only of the Credit Linked Notes and Deliver in respect of each such Credit Event Portion the Deliverable Obligations comprising the Entitlement on or prior to the Credit Settlement Date, subject to and in accordance with the Conditions and these Credit Linked Conditions, unless in the determination of the Issuer in its sole and absolute discretion in its opinion (i) it would not have any Deliverable Obligations to so Deliver or (ii) all of the Deliverable Obligations would be Undeliverable Obligations, in which case the provisions of sub-paragraph (i)(C)(1) of this Condition 5 above shall apply in relation to such Credit Event Portion as if Auction Settlement were thereafter specified as the applicable Settlement Method in the relevant Pricing Supplement and these Credit Linked Conditions and the relevant Pricing Supplement will be construed accordingly and the Issuer shall redeem the Credit Event Portion of all of the Credit Linked Notes in accordance with sub-paragraph (i)(C)(1). Any delay in the delivery of a Notice of Physical Settlement or failure by the Issuer to deliver a Notice of Physical Settlement shall not affect the validity of the Credit Event Determination Date in respect of the affected Reference Entity.

If the Notes are subject to this Credit Linked Condition 5(ii), the interest calculation basis described in paragraph (b) below will apply.

Notwithstanding anything to the contrary herein and subject to the following sentence, if on any date on or prior to the Maturity Date the Adjusted Credit Outstanding Nominal Amount is equal to zero, each Credit Linked Note will be redeemed by Delivery of the final Entitlement on the final Credit Settlement Date (and/or, as applicable, by payment of the Partial Cash Settlement Amount(s) on the Partial Cash Settlement Date(s) if the provisions of Credit Linked Condition 11 below apply). If such final Entitlement (or final Partial Cash Settlement Amount, as applicable) is zero, then each relevant Credit Linked Note will be cancelled, with no further payment or delivery being due in respect thereof and the Issuer will have no further liability in respect thereof.

For the avoidance of doubt the provisions above will apply, or continue to apply as applicable, in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred.

A Credit Event Determination Date may occur more than once except that, subject as provided in Credit Linked Condition 14 and the definition of Credit Event Determination Date in Credit Linked Condition 13, a Credit Event Notice (if applicable) may only be delivered on one occasion and a Credit Event Determination Date may occur once only, with respect to any Reference Entity (unless subsequent to the occurrence of a Credit Event Determination Date with respect to any Reference Entity, that Reference Entity becomes the Successor to one or more other Reference Entities in respect of which a Credit Event Determination Date has not occurred, in which case a Credit Event Determination Date may occur again).

Each Credit Linked Note or, if the Credit Linked Notes are in global form, the relevant Global Note, shall be endorsed to reflect such partial redemption. If the Calculation Agent, at any time, determines that the aggregate nominal amount of the Credit Linked Notes is thereby reduced to zero, the Issuer's obligations in respect of such Credit Linked Notes shall immediately be discharged and the Issuer shall have no further liability in respect thereof.

In the Notice of Physical Settlement, the Issuer shall specify the Deliverable Obligations comprising the Entitlement that it reasonably expects to Deliver and the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Credit Settlement Currency (in each case the relevant "**Outstanding Amount**") and, if different, the face amount, of each such Deliverable Obligation and the aggregate Outstanding Amount of such Deliverable Obligations (the "**Aggregate Outstanding Amount**"). For the avoidance of doubt, the Issuer shall be entitled to select any of the Deliverable Obligations to constitute the Entitlement, irrespective of their market value.

The Issuer may, from time to time, amend a Notice of Physical Settlement by delivering a notice to Noteholders in accordance with Condition 14 (*Notices*), (each such notification, a "**Physical Settlement Amendment Notice**") that the Issuer is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior Physical Settlement Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such Physical Settlement Amendment Notice is effective). A Physical Settlement Amendment Notice shall specify each replacement Deliverable Obligation that the Issuer will Deliver (each, a "**Replacement Deliverable Obligation**") and shall also specify the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior Physical Settlement Amendment Notice, as applicable, that is being replaced (with respect to each such Deliverable Obligation, the "**Replaced Deliverable Obligation Outstanding Amount**"). The Outstanding Amount of each Replacement Deliverable Obligation identified in the Physical Settlement Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of the Replacement Deliverable Obligation(s) specified in any Physical Settlement Amendment Notice in aggregate with the Outstanding Amount of the Deliverable Obligation(s) specified in the Notice of Physical Settlement or any earlier Physical Settlement Amendment Notice which, in each case, are not being replaced must not be greater than the Aggregate Outstanding Amount. Each such Physical Settlement Amendment Notice must be effective on or prior to the Credit Settlement Date (determined without reference to any change resulting from such Physical Settlement Amendment Notice). Notwithstanding the foregoing, (i) the Issuer may correct any errors or inconsistencies contained in the Notice of Physical Settlement or any Physical Settlement Amendment Notice, as applicable, by notice to Noteholders in accordance with Condition 14 (*Notices*), prior to the relevant Delivery Date; and (ii) if Asset Package Delivery is applicable, the Issuer shall on the relevant PSN Effective Date, or as soon as reasonably practicable thereafter (but in any case, prior to the Delivery Date), notify the Noteholders (in accordance with Condition 14 (*Notices*)) of the detailed description of the Asset Package, if any, that the Issuer will Deliver in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or Physical Settlement

Amendment Notice, as applicable, it being understood in each case that any such notice shall not constitute a Physical Settlement Amendment Notice.

If "**Mod R**" is specified as applicable in the relevant Pricing Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation falls within paragraph (e) of the definition thereof or the Deliverable Obligation or Valuation Obligation, as applicable, is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Entitlement only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements or, if none at the relevant time, both the PSN Effective Date and the Delivery Date.

If "**Mod Mod R**" is specified as applicable in the relevant Pricing Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation falls within paragraph (e) of the definition thereof or the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Entitlement only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements or, if none at the relevant time, both the PSN Effective Date and the Delivery Date. For the purposes of this paragraph only and notwithstanding the foregoing, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

For the purposes of making a determination pursuant to the two prior paragraphs or the definition of Restructuring Maturity Limitation Date, the final maturity date shall, subject as provided in the prior paragraph, be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

Asset Package Delivery will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Credit Event Determination Date, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event. Notwithstanding the foregoing, if Sovereign No Asset Package Delivery is specified as applicable in the relevant Pricing Supplement, it shall be deemed that no Package Observable Bond exists with respect to a Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA) and accordingly, Asset Package Delivery shall not apply thereto.

Where Asset Package Delivery applies, the Calculation Agent may make any adjustment in relation to provisions for physical settlement and determination of the Entitlement to take account of the relevant Asset Package.

(b) Each Note will bear interest pursuant to, and in accordance with, Condition 3 (*Interest on Fixed Rate Notes*) or Condition 4 (*Interest on Floating Rate Notes*), as applicable, **provided that** (i) for the purposes of determining the interest amounts payable, the Calculation Amount shall be deemed to be each Note's *pro rata* share of the Interest Credit Outstanding Nominal Amount in respect of the relevant Interest Period and (ii) without duplication to any adjustment pursuant to the final paragraph of "**Credit Event Determination Date**" below, if one or more Interest Payment Dates has occurred between the Credit Event Determination Date and its determination, the Issuer may elect in its sole and absolute discretion to instigate the clawback of any overpaid interest in respect of such Interest Payment Date(s).

(c) The final redemption amount will be, unless otherwise specified in the relevant Pricing Supplement, an amount calculated by the Calculation Agent equal to a Note's *pro rata* share of the Adjusted Credit Outstanding Nominal Amount as of the Maturity Date. Such final redemption amount will be rounded to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For the avoidance of doubt, if the Adjusted Credit Outstanding Nominal Amount as of the Maturity Date is zero, then the relevant final redemption amount will be zero and no amounts will be payable in respect thereof.

(d) For the purposes of Basket Credit Linked Notes:

"**Adjusted Credit Outstanding Nominal Amount**" means, on any date, (i) the Aggregate Principal Amount minus (ii) the aggregate Reference Entity Notional Amounts of Reference Entities in respect of which a Credit Event Determination Date has occurred on or prior to the relevant date minus (iii) the aggregate of (x) any Shortfall Amounts for each Reference Entity in respect of which a Credit Event Determination Date has occurred on or prior to the relevant date, **provided that** in no event shall the Adjusted Credit Outstanding Nominal Amount be less than zero;

"**Interest Credit Outstanding Nominal Amount**" means, in respect of an Interest Period:

(i) the arithmetic average of the Adjusted Credit Outstanding Nominal Amounts for each day in such Interest Period, calculated without the deduction of any Shortfall Amounts or Unwind Costs, as applicable; or

(ii) if "Accrual of Interest upon Credit Event" is specified as "Applicable – Scheduled Maturity Date" in the relevant Pricing Supplement, the amount determined pursuant to Credit Linked Condition 6; and

"**Shortfall Amount**" means, for a Reference Entity in respect of which a Credit Event Determination Date has occurred:

(i) if Auction Settlement or Cash Settlement is specified as the applicable Settlement Method in the relevant Pricing Supplement, the aggregate, for all of the Notes, of (a) (i) the relevant Unwind Costs minus (ii) the Recovery Value related to the relevant Credit Event Amount or, if greater, (b) zero; or

(ii) if Partial Physical Settlement is specified as applicable in the relevant Pricing Supplement, the aggregate, for all of the Notes, of (a) (i) the relevant Unwind

Costs minus (ii) the market value, determined by the Calculation Agent on the Market Value Determination Date, of the Initial Deliverable Obligations related to the relevant Entitlement or, if greater, (b) zero.

If a Credit Event Determination Date occurs the Adjusted Credit Outstanding Nominal Amount will be reduced in accordance with this Credit Linked Condition 5 proportionately to the weighting of the relevant Reference Entity in the portfolio and to reflect the relevant Shortfall Amounts or Unwind Costs, as applicable.

Any Credit Event Amount payable or the value of any Deliverable Obligations deliverable and/or Partial Cash Settlement Amount payable, as the case may be, on the related partial redemption of each Note may be less than the amount of such reduction and upon such payment and/or delivery, as applicable, the Issuer shall have discharged its obligations in respect of the amount of the Notes so redeemed and shall have no other liability or obligation whatsoever in respect thereof. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

In the event that the Adjusted Credit Outstanding Nominal Amount is reduced to zero, the Issuer's obligations in respect of the Credit Linked Notes will be discharged (after payment of any Credit Event Amount(s) or Delivery of any Deliverable Obligation(s) and/or payment of any Partial Cash Settlement Amount(s) as the case may be) and the Issuer will have no further liability in respect of the Notes.

6. **Accrual of Interest**

(a) In the case of Single Reference Entity Credit Linked Notes, if "Accrual of Interest upon Credit Event" is specified as "Not Applicable" in the relevant Pricing Supplement, notwithstanding Condition 3(b) (*Accrual of Interest*) and Condition 4(b) (*Accrual of Interest*), as applicable, no interest shall be payable (and accordingly will be deemed not to have accrued) in respect of a Note in respect of which the relevant date for payment thereof (as may be adjusted pursuant to these Credit Linked Conditions) has not occurred on or prior to the Credit Event Determination Date or, if the Credit Event Determination Date falls prior to the first such payment date, no interest shall accrue on the Notes;

(b) in the case of Single Reference Entity Credit Linked Notes, if "Accrual of Interest upon Credit Event" is specified as "Applicable – Credit Event Determination Date" in the relevant Pricing Supplement, notwithstanding Condition 3(b) (*Accrual of Interest*) and Condition 4(b) (*Accrual of Interest*), as applicable, each Note shall cease to bear interest from the Credit Event Determination Date or, if earlier, the last day of the Interest Period ending on (but excluding) the Scheduled Maturity Date; or

(i) if "Accrual of Interest upon Credit Event" is specified as "Applicable – Scheduled Maturity Date" in the relevant Pricing Supplement:

(ii) in the case of Single Reference Entity Credit Linked Notes interest will continue to accrue and be payable following a Credit Event Determination Date in accordance with Condition 3 (*Interest on Fixed Rate Notes*) or Condition 4 (*Interest on Floating Rate Notes*), as applicable; or

(iii) in the case of Basket Credit Linked Notes, interest will continue to accrue and be payable following a Credit Event Determination Date in accordance with Credit Linked Condition 5(b) calculated on the basis of an Interest Credit Outstanding Nominal Amount equal to the Calculation Amount,

Provided that, if:

(A)

(1) Credit Linked Condition 7, Credit Linked Condition 8 or Credit Linked Condition 9 applies in respect of the Notes and, in the case of Credit Linked Condition 7, a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or, in the case of Credit Linked Condition 8, a Failure to Pay has not occurred on the Grace Period Extension Date or, in the case of Credit Linked Condition 9, a Credit Event has not occurred on or prior to the DC Determination Cut-off Date, as the case may be; and/or

(2) Credit Linked Condition 10 applies in respect of the Notes and a Credit Event Determination Date or the Repudiation/Moratorium Extension Condition, as applicable, has not occurred or is not satisfied on or prior to the Postponed Cut-off Date,

then interest will accrue as provided in Credit Linked Condition 7, Credit Linked Condition 8, Credit Linked Condition 9 or Credit Linked Condition 10, as the case may be; and

(B) without duplication to any adjustment pursuant to the final paragraph of "Credit Event Determination Date" below, if one or more Interest Payment Dates has occurred between the Credit Event Determination Date and its determination, the Issuer may elect in its sole and absolute discretion to instigate the clawback, withholding and/or repayment by the Noteholder (whether by way of claim, set off, adjustment in future amounts payable or deliverable by the Issuer under the Notes or otherwise) of any overpaid Interest Amount(s) paid in respect of such Interest Payment Date(s).

7. **Repudiation/Moratorium Extension**

If "Repudiation/Moratorium" is specified as a Credit Event in the relevant Pricing Supplement, the provisions of this Credit Linked Condition 7 shall apply.

Where a Credit Event Determination Date has not occurred on or prior to the Scheduled Maturity Date but the Repudiation/Moratorium Extension Condition has been satisfied on or prior to the Scheduled Maturity Date or, if Credit Linked Condition 10(y) applies, the Postponed Cut-off Date and the Repudiation/Moratorium Evaluation Date in respect of such Potential Repudiation Moratorium may, in the sole opinion of the Calculation Agent, fall after the Scheduled Maturity Date, then the Calculation Agent shall notify the Noteholders in accordance with Condition 14 (*Notices*) that a Potential Repudiation/Moratorium has occurred and the maturity of the Notes will be delayed (without prejudice to any other later Maturity Date also determined pursuant to the Notes) to the fifth Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Cut-off Date and:

(a) where (1) a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or (2) a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date but a Credit Event Determination Date has not occurred:

(i) each nominal amount of Credit Linked Notes equal to the Calculation Amount will be redeemed by the Issuer at the final redemption amount set out in the relevant Pricing Supplement on the Maturity Date; and

(ii) in the case of interest bearing Credit Linked Notes, the Issuer shall be obliged to pay interest (if any) calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

(b) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and a Credit Event Determination Date has occurred, the provisions of Credit Linked Condition 1 and Credit Linked Condition 2, Credit Linked Condition 3, Credit Linked Condition 4 or Credit Linked Condition 5, as applicable, shall apply to the Credit Linked Notes.

Any failure to provide notice of any such delay to Noteholders will not constitute an Event of Default under the Notes and will not affect the validity of any of the above provisions.

8. **Grace Period Extension**

If "Grace Period Extension" is specified as applicable in the relevant Pricing Supplement, the provisions of this Credit Linked Condition 8 shall apply.

Where a Credit Event Determination Date has not occurred on or prior to the Scheduled Maturity Date but, in the determination of the Calculation Agent, a Potential Failure to Pay has occurred with respect to one or more Obligation(s) in respect of which a Grace Period is applicable on or prior to the Scheduled Maturity Date (and such Grace Period(s) is/are continuing as at the Scheduled Maturity Date), then the Calculation Agent shall notify the Noteholders in accordance with Condition 14 (*Notices*) that a Potential Failure to Pay has occurred and the maturity of the Notes will be delayed (without prejudice to any other later Maturity Date also determined pursuant to the Notes) to the fifth Business Day following the Grace Period Extension Date and:

(a) where (1) a Failure to Pay has not occurred on the Grace Period Extension Date or (2) a Failure to Pay has occurred on the Grace Period Extension Date but a Credit Event Determination Date has not occurred:

(i) each nominal amount of Credit Linked Notes equal to the Calculation Amount will be redeemed by the Issuer at the final redemption amount set out in the relevant Pricing Supplement on the Maturity Date; and

(ii) in the case of interest bearing Credit Linked Notes, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

(b) where a Failure to Pay has occurred on the Grace Period Extension Date and a Credit Event Determination Date has occurred, the provisions of Credit Linked Condition 1 and Credit Linked Condition 2, Credit Linked Condition 3, Credit Linked Condition 4 or Credit Linked Condition 5, as applicable, shall apply to the Credit Linked Notes.

Any failure to provide notice of any such delay to Noteholders will not constitute an Event of Default under the Notes and will not affect the validity of any of the above provisions.

9. **Credit Derivatives Determinations Committee Extension**

If, in the determination of the Calculation Agent, a Potential Credit Event has occurred and following a Credit Event Resolution Request Date the Credit Derivatives Determinations Committee has not made its determination on or prior to the Scheduled Maturity Date or any Interest Payment Date then the Calculation Agent shall notify Noteholders in accordance with Condition 14 (*Notices*) that (without prejudice to any other later Maturity Date also determined pursuant to the Notes) the Maturity Date or the relevant interest payment has been postponed to a date (the "**DC Determination Postponed Date**") being the day falling five Business Days after (a) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has occurred, fifteen (15) Business Days following the relevant DC Credit Event Announcement or (b) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has not occurred, the second Business Day following the relevant DC No Credit Event Announcement or, as applicable, (c) fifteen (15) Business Days following the DC Credit Event Question Dismissal (the date of the relevant DC Credit Event Announcement, DC No Credit Event Announcement or DC Credit Event Dismissal, as applicable, the "**DC Determination Cut-off Date**"), and:

(a) in the case of the Maturity Date, where (1) a Credit Event has not occurred on or prior to the DC Determination Cut-off Date or (2) a Credit Event has occurred on or prior to the DC Determination Cut-off Date but a Credit Event Determination Date has not occurred:

(i) each nominal amount of Credit Linked Notes equal to the Calculation Amount will be redeemed by the Issuer at the final redemption amount set out in the relevant Pricing Supplement on the Maturity Date; and

(ii) in the case of interest bearing Credit Linked Notes, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or if none the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

(b) where a Credit Event has occurred on or prior to the DC Determination Cut-off Date and a Credit Event Determination Date has occurred, the provisions of Credit Linked Condition 1 and Credit Linked Condition 2, Credit Linked Condition 3, Credit Linked Condition 4 or Credit Linked Condition 5, as applicable, shall apply to the Credit Linked Notes; or

(c) in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case where (i) a Credit Event has not occurred on or prior to the DC Determination Cut-off Date then, without duplication to any interest payable pursuant to paragraph (a) above, the relevant amount of interest shall be payable on the relevant DC Determination Postponed Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where a Credit Event has occurred on or prior to the DC Determination Cut-off Date and a Credit Event Determination Date has occurred thereafter, if applicable, the relevant amount of interest will be adjusted accordingly and may be zero and (if any) will be payable on the relevant DC Determination Postponed Date or, in the case of any interest due at maturity, on the Maturity Date.

Any failure to provide notice of any such postponement to Noteholders will not constitute an Event of Default under the Notes and will not affect the validity of any of the above provisions.

10. **Maturity Date Extension in the case of Credit Linked Notes**

The following provisions of this Credit Linked Condition 10 apply to Credit Linked Notes and, for the avoidance of doubt, may be applied on more than one occasion:

Without prejudice to Credit Linked Condition 12, if:

(x) on (A) the Scheduled Maturity Date, (B), if applicable, the Repudiation/Moratorium Evaluation Date, (C) if Grace Period Extension is specified as applying in the relevant Pricing Supplement, the Grace Period Extension Date, (D) the last day of the Notice Delivery Period or (E) the DC Determination Cut-off Date, as the case may be, a Credit Event Determination Date has not occurred but, in the opinion of the Calculation Agent, a Credit Event or Potential Credit Event may have occurred or may occur; or

(y) on the Scheduled Maturity Date, in the opinion of the Calculation Agent, a Potential Repudiation/Moratorium may have occurred,

the Calculation Agent may at its option notify the Noteholders in accordance with Condition 14 (*Notices*) that redemption of the Notes has been postponed (without prejudice to any other later Maturity Date also determined pursuant to the Notes) to the Postponed Maturity Date and, in the case of (x) above, the Repudiation/Moratorium Evaluation Date, the Grace Period Extension Date, the last day of the Notice Delivery Period (which for these purposes shall apply in the case of 10(x)(A) as well as 10(x)(D) above) or the DC Determination Cut-off Date, as the case may be, has been postponed to the Postponed Cut-off Date and:

where:

(a) in the case of Credit Linked Condition 10(x), a Credit Event Determination Date has not occurred on or prior to the Postponed Cut-off Date or, in the case of Credit Linked Condition 10(y), the Repudiation/Moratorium Extension Condition is not satisfied on or prior to the Postponed Cut-off Date:

(i) subject as provided below, each Note will be redeemed by the Issuer at the final redemption amount set out in the relevant Pricing Supplement on the Maturity Date; and

(ii) in the case of interest bearing Credit Linked Notes, the Issuer shall be obliged to pay interest calculated as provided herein accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

(b) where:

(i) in the case of Credit Linked Condition 10(x), a Credit Event Determination Date has occurred on or prior to the Postponed Cut-off Date, the provisions of Credit Linked Condition 1 and Credit Linked Condition 2, Credit Linked Condition 3, Credit Linked Condition 4 or Credit Linked Condition 5, as applicable, shall apply to the Credit Linked Notes; or

(ii) in the case of Credit Linked Condition 10(y), the Repudiation/Moratorium Extension Condition is satisfied on or prior to the Postponed Cut-off Date, the provisions of Credit Linked Condition 7 shall apply to the Credit Linked Notes.

For the purposes hereof:

"**Postponed Cut-off Date**" means the fifteenth (15th) Business Day after the Scheduled Maturity Date, the relevant Repudiation/Moratorium Evaluation Date or Grace Period Extension Date, or the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be; and

"**Postponed Maturity Date**" means the fifth (5th) Business Day after the Postponed Cut-off Date.

11. Partial Cash Settlement

If all or a portion of the Obligations comprising an Entitlement are Undeliverable Obligations and/or Hedge Disruption Obligations, the Issuer shall give notice (a "**Partial Cash Settlement Notice**") to the Noteholders in accordance with Condition 14 (*Notices*) and the Issuer shall pay in respect of each Undeliverable Obligation and/or Hedge Disruption Obligation, as the case may be, the Partial Cash Settlement Amount on the Partial Cash Settlement Date. Any failure to provide a Partial Cash Settlement Notice will not constitute an Event of Default under the Notes and will not affect the validity of any of the foregoing provisions.

In the Partial Cash Settlement Notice, the Issuer must give details of why it is unable to deliver the relevant Undeliverable Obligations or Hedge Disruption Obligation, as the case may be.

Unless otherwise specified in the relevant Pricing Supplement, for the purposes of this Credit Linked Condition 11 only the following terms shall be defined as follows and such definitions will apply notwithstanding other definitions of such terms in Credit Linked Condition 13:

"**Indicative Quotation**" means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, equal to the Quotation Amount, which reflects such Quotation Dealer's reasonable assessment of the price of such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates.

"**Market Value**" means, with respect to an Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, on a Valuation Date, (i) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (ii) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (iii) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations; (iv) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation; (v) if Indicative Quotations are specified as applying in the relevant Pricing Supplement and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and, if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded); (vi) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative

Quotations are applicable, fewer than three Indicative Quotations are obtained) then, subject to paragraph (b) of the definition of "Quotation" below, an amount as determined by the Calculation Agent on the next Business Day on which at least two Full Quotations or a Weighted Average Quotation or, if applicable, three Indicative Quotations are obtained; and (vii) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) on the same Business Day on or prior to the tenth Business Day following the Valuation Date the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.

"**Partial Cash Settlement Amount**" is deemed to be, for an Undeliverable Obligation or a Hedge Disruption Obligation, as the case may be, an amount calculated by the Calculation Agent equal to the greater of:

(a)

(i) the Outstanding Principal Balance, the Due and Payable Amount or the Currency Amount, as applicable, of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be; multiplied by

(ii) (x) the Final Price with respect to such Undeliverable Obligation or Hedge Disruption Obligation, determined as provided in this Credit Linked Condition or (y) in the case of a Hedge Disruption Obligation, if a Hedging Auction has been held on or prior to the relevant Credit Settlement Date, the Hedging Auction Final Price; less if applicable

(iii) Unwind Costs, if any (but excluding any Unwind Costs already taken into account in calculating the relevant Entitlement); less

(iv) Expenses, if any (but excluding any Expenses already taken into account in calculating the relevant Entitlement); and

(b) zero,

provided that where the relevant Undeliverable Obligation or Hedge Disruption Obligation forms part of the Asset Package and (in the case of (x) above) the Calculation Agent determines that a Final Price cannot reasonably be determined in respect of such Undeliverable Obligation or Hedge Disruption Obligation, then the Partial Cash Settlement Amount will be an amount calculated by the Calculation Agent equal to the fair market value of the relevant Undeliverable Obligation or Hedge Disruption Obligation less Unwind Costs if any (but excluding any Unwind Costs already taken into account in calculating the relevant Entitlement) and less Expenses, if any (but excluding any Expenses already taken into account in calculating the relevant Entitlement).

"**Partial Cash Settlement Date**" is deemed to be the date falling five Business Days after the calculation of the Final Price or, if the Hedging Auction Final Price applies, the relevant Credit Settlement Date.

"**Quotation**" means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the relevant Pricing Supplement, each Indicative Quotation obtained and expressed as a percentage of the Outstanding Principal Balance or Due and Payable Amount, as applicable, of the relevant Undeliverable Obligation or Hedge Disruption Obligation with respect to a Valuation Date in the manner that follows:

(a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the relevant Pricing Supplement, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers.

(b) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the relevant Pricing Supplement, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.

(c) The Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this determination.

"**Quotation Amount**" is deemed to be, with respect to each type or issue of Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, an amount equal to at least the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation or Hedge Disruption Obligations, as the case may be.

"**Quotation Method**" is deemed to be Bid.

"**Valuation Date**" is the fifth Business Day following the relevant Credit Settlement Date.

"**Valuation Method**" is deemed to be Highest unless fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case "Valuation Method" is deemed to be Market.

"**Valuation Obligation**" is deemed to be each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be.

"**Valuation Time**" is the time specified as such in the relevant Pricing Supplement, or, if no time is so specified, 11:00 a.m. in the principal trading market for the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be.

"**Weighted Average Quotation**" means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount that in aggregate are approximately equal to the Quotation Amount.

12. **Settlement Suspension**

(a) **Suspension**

Without prejudice to Credit Linked Condition 10, if, following the determination of a Credit Event Determination Date but prior to the Credit Settlement Date or, to the extent applicable, a Valuation Date, there is a DC Credit Event Meeting Announcement, the Calculation Agent may, at its option, determine that the applicable timing requirements of the Credit Linked Conditions and the definitions of Credit Event Redemption Date, Credit Event Payment Date, Valuation Date, Maturity Date, Physical Settlement Period and PSN Cut-off Date, and any other Credit Linked Condition provision(s) as determined by the Calculation Agent, shall toll and be suspended and remain suspended (such period of suspension, a "**Suspension Period**") until the date of the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal. During such Suspension Period none of the Issuer, the Calculation Agent or any Noteholder are obliged to, nor are they entitled to, take any action in connection with the settlement of the Credit Linked Notes. Once the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred, the relevant timing requirements of the Credit Linked Conditions that have previously tolled or been suspended shall resume on the Business Day following such public announcement by the DC Secretary with the Issuer having the benefit of the full day notwithstanding when the tolling or suspension began in accordance with this Credit Linked Condition 12.

In the event of any such Suspension Period, the Calculation Agent may make (x) such consequential or other adjustment(s) or determination(s) to or in relation to the Conditions and these Credit Linked Conditions as may be desirable or required either during or following any relevant Suspension Period to account for or reflect such suspension and (y) determine the effective date of such adjustment(s) or determination(s).

(b) **Interest**

In the case of interest bearing Credit Linked Notes:

(i) if a Suspension Period falls in any one or more Interest Period(s), then no interest (or any interest on any delayed payment of interest) shall accrue during each portion of an Interest Period during which a Suspension Period exists; and

(ii) if an Interest Payment Date falls in a Suspension Period, payment of the relevant interest will be deferred until such date as determined by the Calculation Agent falling no earlier than the first Business Day and no later than the fifth Business Day following the end of the Suspension Period, all subject to the provisions of Condition 8 (*Payments*) and Credit Linked Conditions 7, 8, 9 and 10.

13. Definitions applicable to Credit Linked Notes

"**2.5-year Limitation Date**" has the meaning given to that term in the definition of "Limitation Date".

"**10-year Limitation Date**" has the meaning given to that term in the definition of "Limitation Date".

"**Accrued Interest**" means for the purpose of these Credit Linked Conditions:

(a) in respect of any Notes for which "Physical Settlement" is specified to be the Settlement Method in the relevant Pricing Supplement, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless "Include Accrued Interest" is specified in the relevant Pricing Supplement, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest (as the Calculation Agent shall determine);

(b) in respect of any Notes for which the Fallback Settlement Method applies in accordance with Credit Linked Condition 2 or Credit Linked Condition 5(a)(i), as applicable, and:

(i) "Include Accrued Interest" is specified in the relevant Pricing Supplement, the Outstanding Principal Balance of the relevant Valuation Obligation shall include accrued but unpaid interest;

(ii) "Exclude Accrued Interest" is specified in the relevant Pricing Supplement, the Outstanding Principal Balance of the relevant Valuation Obligation shall not include accrued but unpaid interest; or

(iii) neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the relevant Pricing Supplement, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Valuation Obligation whether the Outstanding Principal Balance of the relevant Valuation Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof; or

(c) if Credit Linked Condition 11 applies, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligation (as applicable), whether such Quotations shall include or exclude accrued but unpaid interest.

"**Adjusted Credit Outstanding Nominal Amount**" has the meaning given to that term in Credit Linked Condition 5.

"**Aggregate Outstanding Amount**" has the meaning given to that term in Credit Linked Condition 5.

"**Affiliate**" means in relation to any entity (the "**First Entity**"), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes "**control**" means ownership of a majority of the voting power of an entity.

"**Asset**" means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

"**Asset Market Value**" means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

"**Asset Package**" means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

"**Asset Package Credit Event**" means:

(a) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the relevant Pricing Supplement:

 (i) a Governmental Intervention; or

 (ii) a Restructuring in respect of the Reference Obligation, if "Restructuring" is specified as applicable in the relevant Pricing Supplement and such Restructuring does not constitute a Governmental Intervention; and

(b) if the Reference Entity is a Sovereign and "Restructuring" is specified as applicable in the relevant Pricing Supplement, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

"**Asset Transfer Notice**" has the meaning given to that term in Credit Linked Condition 4.

"**Auction**" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"**Auction Cancellation Date**" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"**Auction Covered Transaction**" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"**Auction Final Price**" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"**Auction Final Price Determination Date**" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"**Auction Settlement Date**" shall mean the date that is the number of Business Days as shall be specified in the relevant Transaction Auction Settlement Terms (or, if a number of Business Days is not so specified, five Business Days) immediately following the Auction Final Price Determination Date.

"**Auction Settlement Notice**" has the meaning given to that term in Credit Linked Condition 2.

"**Bankruptcy**" means the Reference Entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;

(d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty (30) calendar days of the institution or presentation thereof or before the Scheduled Maturity Date, whichever is earlier;

(e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) calendar days thereafter or before the Scheduled Maturity Date, whichever is earlier; or

(h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in clauses (a) to (g).

"**Basket Credit Linked Notes**" means Credit Linked Notes indicated as such in the relevant Pricing Supplement, where the Issuer purchases credit protection from the Noteholders in respect of a basket of Reference Entities.

"**Calculation Agent City Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the Calculation Agent City specified in the relevant Pricing Supplement.

"**Calculation Agent Fallback Settlement Determination Date**" has the meaning given to that term in Credit Linked Condition 2.

"**Cash Settlement Notice**" has the meaning given to that term in Credit Linked Condition 3.

"**Conditionally Transferable Obligation**" means a Deliverable Obligation or Valuation Obligation, as applicable, that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation or Valuation Obligation other than Bonds, in each case as of each such date the Calculation Agent determines appropriate for purposes of the Hedging Arrangements or, if none at the relevant time, both the relevant PSN Effective Date and the relevant Delivery Date or the date of delivery of the Valuation Obligation Notification, as applicable, **provided**, **however**, **that** a Deliverable Obligation or Valuation Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation or Valuation Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation or Valuation Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation or Valuation Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation or Valuation Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation or Valuation Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation".

"**Conforming Reference Obligation**" means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (a) below of the definition of Deliverable Obligation below.

"**Credit Derivatives Auction Settlement Terms**" means any Credit Derivatives Auction Settlement Terms published by ISDA, a form of which will be published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and may be amended from time to time.

"**Credit Derivatives Determinations Committee**" (and each a "**Credit Derivatives Determinations Committee**") means each committee established pursuant to the DC Rules for purposes of reaching certain DC Resolutions in connection with credit derivative transactions.

"**Credit Event**" means the occurrence of any one or more of the Credit Events specified in the relevant Pricing Supplement which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

(a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;

(b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;

(c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"**Credit Event Amount**" means, following the occurrence of a Credit Event Determination Date in respect of any Reference Entity (i) the amount specified as such in the relevant Pricing Supplement or (ii) an amount (which may be zero but may never be less than zero) calculated by the Calculation Agent in accordance with the following formula:

$$(RENA \times FP) - UC - E.$$

Where:

"**RENA**" is each Note's *pro rate* share of the Reference Entity Notional Amount in respect of the affected Reference Entity;

"**FP**" is the Final Price or the Auction Final Price, as applicable, in respect of the affected Reference Entity (which, in either case, may never be greater than 100 per cent.);

"**UC**" is Unwind Costs; and

"**E**" is the Expenses, if any, and if Credit Linked Condition 5(a)(i)(y) applies.

Expressed in words, this is (1) the product of each Note's *pro rate* share of the Reference Entity Notional Amount in respect of the affected Reference Entity and the Final Price or Auction Final Price, as applicable, in respect of the affected Reference Entity (which, in either case, may never be greater than 100 per cent.) (the "**Recovery Value**") minus (2) the Unwind Costs minus (3) if Credit Linked Condition 5(a)(1)(y) applies, Expenses, if any. Any Credit Event Amount will be rounded to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards).

"**Credit Event Backstop Date**" means:

(a) for purposes of any event that constitutes a Credit Event (or with respect to a Repudiation/Moratorium, if applicable, the event described in paragraph (b) of the definition of Repudiation/Moratorium), as determined by DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or

(b) otherwise, the date that is sixty (60) calendar days prior to the earlier of:

 (i) if the Notice Delivery Date occurs during the Notice Delivery Period, the Notice Delivery Date; and

 (ii) if the Notice Delivery Date occurs during the Post Dismissal Additional Period, the Credit Event Resolution Request Date.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Credit Event Determination Date**" means, with respect to a Credit Event with respect to which:

(a) Auction Settlement is the applicable Settlement Method:

 (i) subject to paragraph (a)(ii) of this definition, the Notice Delivery Date if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (A) a DC Credit Event Announcement has occurred nor (B) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or

(ii) notwithstanding paragraph (a)(i) of this definition, the Credit Event Resolution Request Date, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) and either:

(A)

(1) the Credit Event is not an M(M)R Restructuring; and

(2) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or

(B)

(1) the Credit Event is an M(M)R Restructuring; and

(2) a Credit Event Notice is delivered and is effective on or prior to the fifth Business Day following the Exercise Cut-off Date,

provided that no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered (I) unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date or (II) unless the Calculation Agent otherwise determines this is consistent with the Hedging Arrangements or, if none at the relevant time, (x) unless, and to the extent that, the Partial Redemption Amount specified in any such Credit Event Notice was less than the relevant Reference Entity Notional Amount or (y) unless the Deliverable Obligations set out on the Final List applicable to the Transaction Auction Settlement Terms are identical to the Permissible Deliverable Obligations, or

(b) if paragraph (a) of this definition does not apply, the Non-Standard Credit Event Determination Date,

provided further that no Credit Event Determination Date will occur, and any Credit Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, prior to the Auction Final Price Determination Date, a Valuation Date, the relevant Credit Settlement Date, the Credit Event Redemption Date, the relevant Credit Event Payment Date or the Maturity Date, as applicable, a DC No Credit Event Announcement Date occurs with respect to the relevant event.

If, in accordance with the provisions above, (i) following the determination of a Credit Event Determination Date, such Credit Event Determination Date is deemed (A) to have occurred on a date that is different from the date that was originally determined to be the Credit Event Determination Date or (B) not to have occurred or (ii) a Credit Event Determination Date is deemed to have occurred prior to one or more preceding Interest Payment Dates, the Calculation Agent will determine (1) such adjustment(s) to these Credit Linked Conditions (including any adjustment to payment amounts) as may be required to reflect (I) such deemed date of occurrence or (II) such deemed non-occurrence of such Credit Event Determination Date and (2) the effective date of such adjustment(s). For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any adjustment to payment amounts.

"**Credit Event Notice**" means a notice from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Credit Event that occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date.

Any Credit Event Notice that describes a Credit Event that occurred after the Scheduled Maturity Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective. A Credit Event Notice shall be subject to the requirements regarding notices set out in Credit Linked Condition 16.

"**Credit Event Payment Date**" means, subject as provided in Credit Linked Condition 12, in relation to any Credit Event Amount:

(a) the day falling the number of Business Days specified in the relevant Pricing Supplement (or, if a number of Business Days is not so specified, five Business Days) following the calculation of the relevant Final Price or Auction Final Price, as applicable; or

(b) where Credit Event Maturity Settlement is specified to be applicable in the relevant Pricing Supplement, the Maturity Date.

"**Credit Event Portion**" means, following the occurrence of a Credit Event Determination Date in respect of any Reference Entity, a nominal amount of Notes equal to each Note's *pro rata* share of the Reference Entity Notional Amount in respect of such Reference Entity. The Credit Event Portion of a Single Reference Entity Credit Linked Note will be equal to 100 per cent. of the nominal amount of such Single Reference Entity Credit Linked Note.

"**Credit Event Redemption Amount**" means, unless otherwise specified in the relevant Pricing Supplement, an amount calculated by the Calculation Agent equal to:

$$(RENA \times FP) - UC - E.$$

Expressed in words, this is (1) the product of each Note's *pro rata* share of the Reference Entity Notional Amount and the Final Price or Auction Final Price, as applicable (which, in either case, may never be greater than 100 per cent), minus (2) the Unwind Costs, minus (3) if Credit Linked Condition 2(a)(ii) applies, Expenses, if any.

Where:

"**RENA**" is each Note's *pro rata* share of the Reference Entity Notional Amount;

"**FP**" is the Final Price or the Auction Final Price, as applicable (which, in either case, may never be greater than 100 per cent.);

"**UC**" is Unwind Costs; and

"**E**" is the Expenses, if any and if Credit Linked Condition 2(a)(ii) applies,

provided that, in no event shall the Credit Event Redemption Amount be less than zero. The Credit Event Redemption Amount will be rounded to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards).

"**Credit Event Redemption Date**" means, subject to Credit Linked Condition 12:

(a) subject to paragraph (b) below, the day falling five Business Days, or such other number of Business Days specified in the relevant Pricing Supplement, after (i) the calculation of the Final Price or (ii) the Auction Settlement Date, as applicable, in each case in respect of the Reference Entity in respect of which the relevant Credit Event Determination Date has occurred; or

(b) where Credit Event Maturity Settlement is specified to be applicable in the relevant Pricing Supplement, if later than the date otherwise determined pursuant to paragraph (a), the Scheduled Maturity Date.

"**Credit Event Resolution Request Date**" means, with respect to a DC Credit Event Question, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

"**Credit Settlement Currency**" means the currency specified as such in the relevant Pricing Supplement, or if no currency is specified in the relevant Pricing Supplement, the Specified Currency of the Credit Linked Notes.

"**Credit Settlement Date**" means the last day of the longest Physical Settlement Period following the relevant PSN Cut-off Date (the "**Scheduled Credit Settlement Date**") provided that if a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the Scheduled Credit Settlement Date, the Credit Settlement Date shall be the second Business Day following the date on which no Hedge Disruption Event subsists or such earlier date (if any) on which the Calculation Agent determines that in its opinion such Hedge Disruption Event is unlikely to cease.

"**Currency Amount**" means, with respect to (a) a Deliverable Obligation specified in a Notice of Physical Settlement that is denominated in a currency other than the Credit Settlement Currency, an amount converted to the Credit Settlement Currency using a conversion rate determined by reference to the Currency Rate and (b) a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, an amount converted to the Credit Settlement Currency (or, if applicable, back into the Credit Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each Replaced Deliverable Obligation Outstanding Amount specified in each Physical Settlement Amendment Notice with respect to that portion of the relevant Credit Linked Notes into the currency of denomination of the relevant Replacement Deliverable Obligation.

"**Currency Rate**" means, with respect to (a) a Deliverable Obligation specified in the Notice of Physical Settlement or any Physical Settlement Amendment Notice, as applicable, the rate of conversion between the Credit Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time or (ii) if such rate is not available at such time, determined by the Calculation Agent and (b) a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, the Revised Currency Rate.

"**Currency Rate Source**" means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee or, if no such successor rate source is approved by the relevant Credit Derivatives Determinations Committee where relevant, any successor rate source selected by the Calculation Agent.

"**Cut-off Date**" has the meaning given to that term in Credit Linked Condition 4.

"**DC Announcement Coverage Cut-off Date**" means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable.

"**DC Credit Event Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that if the Credit Event occurred after the Scheduled Maturity Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

"**DC Credit Event Meeting Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

"**DC Credit Event Question**" means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred.

"**DC Credit Event Question Dismissal**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

"**DC Determination Cut-off Date**" has the meaning given to that term in Credit Linked Condition 9.

"**DC Determination Postponed Date**" has the meaning given to that term in Credit Linked Condition 9.

"**DC No Credit Event Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event.

"**DC Party**" has the meaning given to that term in the DC Rules.

"**DC Resolution**" has the meaning given to that term in the DC Rules.

"**DC Rules**" means the Credit Derivatives Determinations Committees Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"**DC Secretary**" has the meaning given to that term in the DC Rules.

"**Default Requirement**" means the amount specified as such in the relevant Pricing Supplement or its equivalent in the relevant Obligation Currency or, if no such amount is specified in the relevant Pricing Supplement, USD10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

"**Deliver**" means to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Entitlement to the relevant Noteholder free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including without limitation any counterclaim, defence (other than a counterclaim or defence based on the factors set out in (a) to (d) in the definition of "Credit Event" above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor) provided that (i) if all or a portion of the Entitlement consists of Direct Loan Participations, "**Deliver**" means to create (or procure the creation of) a participation in favour of the relevant Noteholder and (ii) if a Deliverable Obligation is a Guarantee, "**Deliver**" means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, "**Deliver**" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. "**Delivery**" and "**Delivered**" will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.

If Asset Package Delivery applies, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (ii) the preceding paragraph above shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (iii) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Issuer has notified the Noteholders in accordance with Credit Linked Condition 4 or Credit Linked Condition 5(a)(ii), as applicable, of the detailed description of the Asset Package that it intends to Deliver, (iv) the Issuer may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (v) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value and the term Asset Package shall be construed accordingly.

"**Deliverable Obligation**" means:

(a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in "(i) Method for Determining Deliverable Obligations" below;

(b) the Reference Obligation;

(c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation;

(d) if Asset Package Delivery is applicable, (i) if Financial Reference Entity Terms is specified as applicable in the relevant Pricing Supplement, any Prior Deliverable Obligation, or (ii) if the Reference Entity is a Sovereign, any Package Observable Bond; and

(e) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) received by the Issuer and/or any of its Affiliates in relation to the settlement of any credit derivative Hedging Arrangements in connection with the relevant Credit Event,

in each case, (i) other than in the case of paragraph (e) above, unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (d) above, immediately prior to the relevant Asset Package Credit Event).

(i) *Method for Determining Deliverable Obligations*. For the purposes of this definition of "Deliverable Obligation", the term "Deliverable Obligation" may be defined as each obligation of the Reference Entity described by the Deliverable Obligation Category specified in the relevant Pricing Supplement, and, subject to paragraph (ii) (*Interpretation of Provisions*) below, having each of, the Deliverable Obligation Characteristics, if any, specified in the relevant Pricing Supplement, in each case, as of each such date the Calculation Agent determines relevant for purposes of the Hedging Arrangements or, if none at the relevant time, both the PSN Effective Date and the Delivery Date (unless otherwise specified). The following terms shall have the following meanings:

(A) "**Deliverable Obligation Category**" means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as defined in the definition of "Obligation" below, except that, for the purpose of determining Deliverable Obligations, the definition of "Reference Obligation Only" shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).

(B) "**Deliverable Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of "Obligation" below), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer;

(1) "**Assignable Loan**" means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of

such Loan (or the consent of the applicable borrower if the Reference Entity is guaranteeing such Loan) or any agent;

(2) "**Consent Required Loan**" means a Loan that is capable of being assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such loan) or any agent;

(3) "**Direct Loan Participation**" means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Noteholder that provides each Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Noteholder and either (A) the Issuer (to the extent that the Issuer is then a lender or a member of the relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);

(4) "**Transferable**" means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

I contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);

II restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or

III restrictions in respect of blocked periods on or around payment dates or voting periods;

(5) "**Maximum Maturity**" means an obligation that has a remaining maturity of not greater than the period specified in the relevant Pricing Supplement (or if no such period is specified, thirty years);

(6) "**Accelerated or Matured**" means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and

(7) "**Not Bearer**" means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream International or any other internationally recognised clearing system.

(ii) *Interpretation of Provisions*

(A) If either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the relevant Pricing Supplement, the relevant Pricing Supplement shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.

(B) If (i) any of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the relevant Pricing Supplement, the relevant Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds; (ii) the Deliverable Obligation Characteristic "Transferable" is specified in the relevant Pricing Supplement, the relevant Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans; or (iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the relevant Pricing Supplement, the relevant Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans.

(C) If more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified as Deliverable Obligation Characteristics in the relevant Pricing Supplement, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation

Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

(D) If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:

(1) for purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;

(2) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the relevant Pricing Supplement from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";

(3) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the relevant Pricing Supplement from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated" or "Matured" and "Not Bearer"; and

(4) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

(E) For purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.

(F) If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the relevant Pricing Supplement, if an obligation would otherwise satisfy a particular Obligation Characteristic or Deliverable

Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic or Deliverable Obligation Characteristic.

(G) For purposes of determining the applicability of Deliverable Obligation Characteristics and the requirements specified in the paragraphs commencing "If "Mod R"…" and "If "Mod Mod R"…" in Credit Linked Condition 4 or Credit Linked Condition 5(a)(ii), as applicable, to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.

(H) If "Subordinated European Insurance Terms" is specified as applicable in the relevant Pricing Supplement, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

For the avoidance of doubt the provisions of this paragraph (ii) apply in respect of the definitions of Obligation and Deliverable Obligation as the context admits.

"**Deliverable Obligation Terms**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

"**Delivery Agent**" has the meaning give to that term in Credit Linked Condition 4.

"**Delivery Date**" means, with respect to a Deliverable Obligation or an Asset Package, the date such Deliverable Obligation is Delivered (or deemed to be Delivered pursuant to the definition of "Deliver" above).

"**Domestic Currency**" means the currency specified as such in the relevant Pricing Supplement and any successor currency thereto (or if no such currency is specified, the lawful currency and any successor currency of (a) the Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if the Reference Entity is not a Sovereign).

"**Domestic Law**" means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if such Reference Entity is not a Sovereign.

"**Downstream Affiliate**" means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than fifty per cent.-owned, directly or indirectly, by the Reference Entity. As used herein, "Voting Shares" means the shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

"**Due and Payable Amount**" means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date, as applicable.

"**Eligible Information**" means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

"**Eligible Transferee**" means:

(a) any:

(i) bank or other financial institution;

(ii) insurance or reinsurance company;

(iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity described in sub-paragraph (c) below); and

(iv) registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least US$ 500 million;

(b) an Affiliate of an entity specified in sub-paragraph (a);

(c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:

(i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (A) has total assets of at least US$ 100 million or (B) is one of a group of investment vehicles under common control or management having, in aggregate, total assets of at least US$ 100 million; or

(ii) that has total assets of at least US$ 500 million; or

(iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraphs (a), (b), (c)(i) or (d); or

(d) any Sovereign; or

(e) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition to US$ include equivalent amounts in other currencies in each case as determined by the Calculation Agent.

"**Entitlement**" means following the occurrence of a Credit Event Determination Date in respect of a Reference Entity and in respect of the related Credit Event Portion of a Note, Deliverable Obligations, as selected by the Calculation Agent, with:

(a) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance; or

(b) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (a) or (b), the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date equal to the relevant Credit Event Portion (the "**Initial Deliverable Obligation**"); less

(i) if Unwind Costs are specified as applying in the relevant Pricing Supplement, Deliverable Obligations with a market value determined by the Calculation Agent on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the Delivery Date (the "**Market Value Determination Date**") equal to Unwind Costs; and

(ii) to the extent that the Issuer in its sole and absolute discretion determines that it is not satisfied that any Expenses have been or will be paid in full by the relevant Noteholder on or prior to the relevant Credit Settlement Date, an amount of Deliverable Obligations with a market value determined by the Calculation Agent at the time of calculation of the Entitlement in aggregate at least equal to such Expenses.

"**Excluded Deliverable Obligation**" means:

(a) any obligation of a Reference Entity specified as such or of a type described in the relevant Pricing Supplement;

(b) any principal only component of a Bond from which some or all of the interest components have been stripped; and

(c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

"**Excluded Obligation**" means:

(a) any obligation of a Reference Entity specified as such or of a type described in the relevant Pricing Supplement;

(b) if "Financial Reference Entity Terms" is specified as applicable in the relevant Pricing Supplement and (i) the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and

(c) if "Financial Reference Entity Terms" is specified as applicable in the relevant Pricing Supplement and the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, then for purposes of determining whether a

Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

"**Excluded Valuation Obligation**" means:

(a) any obligation of a Reference Entity specified as such or of a type described in the relevant Pricing Supplement;

(b) any principal only component of a Bond from which some or all of the interest components have been stripped; and

(c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

"**Exercise Cut-off Date**" means either:

(a) with respect to an M(M)R Restructuring and any Note (x) to which paragraph (a) of the definition of Credit Event Determination Date above applies or (y) to which Credit Linked Condition 2(a)(ii) or Credit Linked Condition 5(a)(i)(y) applies:

  (i) if the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or

  (ii) otherwise, the date that is fourteen calendar days following the relevant No Auction Announcement Date; or

(b) with respect to a Credit Event where paragraph (a) of the definition of Credit Event Determination Date does not apply, unless paragraph (a)(y) above applies, the relevant Non-Standard Exercise Cut-off Date,

or, in each case, such other date as the relevant Credit Derivatives Determinations Committee Resolves.

"**Expenses**" means all costs, taxes, duties and/or expenses including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the Delivery or attempted Delivery of the Entitlement in respect of a Note and any related receipt of or attempt to receive the Deliverable Obligations that comprise or would or may comprise the Entitlement, as applicable, by the Issuer and/or its Affiliates, as applicable, under any Hedging Arrangements.

"**Extension Date**" means the latest of:

(a) the Scheduled Maturity Date;

(b) the Grace Period Extension Date if (i) "Failure to Pay" and "Grace Period Extension" are specified as applying in the relevant Pricing Supplement, and (ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Scheduled Maturity Date; and

(c) the Repudiation/Moratorium Evaluation Date (if any) if "Repudiation/Moratorium" is specified as applicable in the relevant Pricing Supplement, as applicable.

"**Failure to Pay**" means after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure provided that, if an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

"**Fallback Settlement Method**" means Cash Settlement. For the avoidance of doubt, the Fallback Settlement only applies in respect of Credit Linked Notes for which the Settlement Method is Auction Settlement.

"**Final List**" has the meaning given in the DC Rules.

"**Final Price**" means:

(a) if there is more than one Valuation Obligation, the weighted average of the prices of each such Valuation Obligation, each expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable; or

(b) otherwise, the price of the relevant Valuation Obligation, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable,

in either case determined in accordance with the Valuation Method specified in the relevant Pricing Supplement or, where applicable, Credit Linked Condition 13.

Notwithstanding the foregoing and anything to the contrary herein (including, without limitation, that the Settlement Method is not Physical Settlement), if Asset Package Delivery is applicable and a Prior Deliverable Obligation or a Package Observable Bond is specified in the Valuation Obligation Notification, (i) the related Asset Package may be treated as the Valuation Obligation in lieu of such Prior Deliverable Obligation or Package Observable Bond, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (ii) if such Asset Package is zero, its price shall be deemed to be zero per cent. on the relevant Valuation Date and (iii) if the Calculation Agent determines that a price cannot reasonably determined in accordance with the Valuation Method, then the price of the Asset Package will be calculated by the Calculation Agent as equal to the fair market value of the Asset Package, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable.

The Calculation Agent shall make available for inspection by Noteholders on request (i) each Quotation for a Valuation Date that it receives in connection with the calculation of the Final Price and (ii) a written computation showing its calculation of the Final Price.

"**Fixed Cap**" means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

"**Full Quotation**" means, in accordance with the Quotation Method each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Valuation Obligation with an Outstanding Principal Balance or Due and Payable Amount equal to the Quotation Amount.

"**Fully Transferable Obligation**" means a Deliverable Obligation or Valuation Obligation, as applicable, that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation or Valuation Obligation other than Bonds, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements or, if none at the relevant time, both the relevant PSN Effective Date and the relevant Delivery Date or the date of delivery of the Valuation Obligation Notification, as applicable. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation or Valuation Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation or Valuation Obligation shall not be considered as a requirement for consent for purposes of this definition of "**Fully Transferable Obligation**".

"**Further Subordinated Obligation**" means, in respect of a Reference Entity, if the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

"**Governmental Authority**" means:

(a) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);

(b) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;

(c) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or all of its obligations; or

(d) any other authority which is analogous to any of the entities specified in paragraphs (a) to (c) above.

"**Governmental Intervention**" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

(a) any event which would affect creditors' rights so as to cause:

   (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

   (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

   (iii) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or

(iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;

(b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;

(c) a mandatory cancellation, conversion or exchange; or

(d) any event which has an analogous effect to any of the events specified in paragraphs (a) to (c).

For purposes of this definition of Governmental Intervention, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

"**Grace Period**" means:

(a) subject to paragraphs (b) and (c) below, the applicable grace period with respect to payments under and in accordance with the terms of the relevant Obligation in effect as of the date as of which such Obligation is issued or incurred;

(b) if "Grace Period Extension" is specified as applying in the relevant Pricing Supplement, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the relevant Pricing Supplement or, if no period is specified in the relevant Pricing Supplement, thirty (30) calendar days; and

(c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified as applying in the relevant Pricing Supplement, such deemed Grace Period shall expire no later than the Scheduled Maturity Date.

"**Grace Period Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified (a) if the Obligation Currency is the euro, a day on which the TARGET2 System is open, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

"**Grace Period Extension Date**" means, if:

(a) "Grace Period Extension" is specified as applying in the relevant Pricing Supplement; and

(b) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Date,

the date falling the number of days in the Grace Period after the date of such Potential Failure to Pay. If "Grace Period Extension" is not specified as applicable in the relevant Pricing Supplement, Grace Period Extension shall not apply.

"**Guarantee**" means a Relevant Guarantee or a guarantee which is the Reference Obligation.

"**Hedging Arrangements**" means any Representative Auction-Settled Transaction (the "**Hedging Representative Auction-Settled Transaction**") that is to be entered into by the Issuer and/or any of its Affiliates or agents pursuant to the Transaction Auction Settlement Terms (if any) relating to any relevant Credit Event (the "**Hedging Transaction Auction Settlement Terms**") in order that the Issuer may satisfy any of its physical settlement obligations under the Credit Linked Notes, and (without duplication) any underlying or related transaction(s), swap(s), asset(s), financing or other arrangement(s) or trading position(s) the Issuer and/or any of its Affiliates or agents may enter into or hold from time to time (including, if applicable, on a portfolio basis) to hedge directly or indirectly and whether in whole or in part the credit or other price risk or funding of the Issuer issuing and performing its obligations with respect to the Credit Linked Notes.

"**Hedging Auction**" means the "Auction" as such term shall be defined in the relevant Hedging Transaction Auction Settlement Terms.

"**Hedging Auction Final Price**" shall have the meaning as shall be set forth in the relevant Hedging Transaction Auction Settlement Terms.

"**Hedge Disruption Event**" means in the opinion of the Calculation Agent any event as a result of which the Issuer and/or any of its Affiliates has not received the relevant Deliverable Obligations under the terms of the Hedging Arrangements (if any).

"**Hedge Disruption Obligation**" means a Deliverable Obligation included in the Entitlement which, on the Credit Settlement Date for such Deliverable Obligation, the Calculation Agent determines cannot be Delivered as a result of a Hedge Disruption Event.

"**Interest Credit Outstanding Nominal Amount**" has the meaning given to that term in Credit Linked Condition 5.

"**Intervening Period**" means such period of time as any person other than the relevant Noteholder shall continue to be registered as the legal owner of any securities or other obligations comprising the Entitlement.

"**ISDA**" means the International Swaps and Derivatives Association, Inc.

"**Largest Asset Package**" means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realizable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee or, if none, as determined by the Calculation Agent in its sole and absolute discretion by reference to such source(s) as it determines appropriate.

"**Latest Maturity Restructured Bond or Loan**" has the meaning given to that term in the definition of "Restructuring Maturity Limitation Date".

"**Limitation Date**" means the first of 20 March, 20 June, 20 September or 20 December in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the "**2.5-year Limitation Date**"), 5 years, 7.5 years, 10 years (the "**10-year Limitation Date**"), 12.5 years, 15 years, or 20 years, as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention.

"**M(M)R Restructuring**" means a Restructuring Credit Event in respect of which either Mod R or Mod Mod R is specified as applicable in the relevant Pricing Supplement.

"**Market Value**" means, with respect to the Valuation Obligation on a Valuation Date:

(a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

(b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

(c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;

(d) if fewer than two Full Quotations and a Weighted Average Quotation is obtained, such Weighted Average Quotation;

(e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount the Calculation Agent shall determine on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and

(f) if two or more Full Quotations or a Weighted Average Quotation are not obtained on or prior to the tenth Business Day following the applicable Valuation Date the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Valuation Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

"**Maturity Date**" has the meaning given to it in the relevant Pricing Supplement.

"**Minimum Quotation Amount**" means the amount specified as such in the relevant Pricing Supplement (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) USD1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount.

"**Modified Eligible Transferee**" means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

"**Modified Restructuring Maturity Limitation Date**" means, with respect to a Deliverable Obligation or Valuation Obligation, as applicable, the Limitation Date occurring on or immediately following the Scheduled Maturity Date. Subject to the foregoing, if the Scheduled Maturity Date is later than the 10 year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

"**Movement Option**" means, with respect to an M(M)R Restructuring for which a No Auction Announcement Date has occurred pursuant to paragraph (b) or (c)(ii) of the definition of No

Auction Announcement Date, the option of the Issuer in its sole and absolute discretion to apply to the Credit Linked Notes, for purposes of settlement, the Parallel Auction Settlement Terms, if any, for purposes of which the Permissible Deliverable Obligations are more limited than the Deliverable Obligations that could apply in respect of the Reference Transaction (provided that if more than one such set of Parallel Auction Settlement Terms are published, the Parallel Auction Settlement Terms specifying the greatest number of such Permissible Deliverable Obligations shall apply). If no Notice to Exercise Movement Option is delivered by the Issuer on or prior to the Movement Option Cut-off Date, the Credit Linked Notes will be settled in accordance with the Fallback Settlement Method. If a Notice to Exercise Movement Option is delivered by the Issuer on or prior to the Movement Option Cut-off Date, such event will be notified to Noteholders in accordance with Condition 14 (*Notices*). For the avoidance of doubt any failure to provide such a notice to Noteholders will not constitute an Event of Default under the Notes and will not affect the validity of any of the foregoing provisions.

"**Movement Option Cut-off Date**" means the date that is one Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

"**Next Currency Fixing Time**" means 4:00 p.m. (London time) on the London Business Day immediately following the date on which the Notice of Physical Settlement or relevant Physical Settlement Amendment Notice or relevant Partial Cash Settlement Notice, as applicable, is effective. For the purposes of determining the Next Currency Fixing Time, "**London Business Day**" means a day on which banks and foreign exchange markets are generally open to settle payments in London.

"**No Auction Announcement Date**" means, with respect to a Credit Event, the date on which the DC Secretary first publicly announces that:

(a) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published;

(b) following the occurrence of an M(M)R Restructuring no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or

(c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary, in circumstances where either:

    (i) no Parallel Auction will be held; or

    (ii) one or more Parallel Auctions will be held.

"**Non-Conforming Reference Obligation**" means a Reference Obligation which is not a Conforming Reference Obligation.

"**Non-Conforming Substitute Reference Obligation**" means an obligation which would be a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

"**Non-Financial Instrument**" means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

"**Non-Standard Credit Event Determination Date**" means with respect to a Credit Event:

(a) subject to paragraph (b) of this definition, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (i) a DC Credit Event Announcement has occurred nor (ii) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or

(b) notwithstanding paragraph (a) of this definition, if a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) either:

(i) the Credit Event Resolution Request Date, if either:

(A)

(1) "Auction Settlement" is not the applicable Settlement Method;

(2) the relevant Credit Event is not an M(M)R Restructuring; and

(3) the Trade Date occurs on or prior to the date of the DC Credit Event Announcement; or

(B)

(1) the relevant Credit Event is an M(M)R Restructuring; and

(2) a Credit Event Notice is delivered and is effective on or prior to the fifth Business Day following the Non-Standard Exercise Cut-off Date, or

(ii) the first date on which a Credit Event Notice is delivered and is effective during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the fifth Business Day following the date that is fourteen calendar days thereafter (provided, in each case, that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)), if either:

(A)

(1) "Auction Settlement" is not the applicable Settlement Method;

(2) the relevant Credit Event is not an M(M)R Restructuring; and

(3) the Trade Date occurs following the date of the related DC Credit Event Announcement and on or prior to a DC Announcement Coverage Cut-off Date; or

(B) the Calculation Agent determines this is otherwise consistent with the Hedging Arrangements (if any at the relevant time), provided that no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered (I) unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date or (II) unless the Calculation Agent determines this is otherwise consistent with the Hedging Arrangements or, if none at the relevant time, (x) unless, and to the extent that, the Partial Redemption Amount specified in any such Credit Event Notice was less than the relevant Reference Entity Notional Amount or (y) unless the Deliverable Obligations set out on the Final List applicable to the Transaction Auction Settlement Terms are identical to the Permissible Deliverable Obligations.

"**Non-Standard Exercise Cut-off Date**" means, with respect to a Credit Event to which paragraph (a) of the definition of Credit Event Determination Date does not apply:

(a) if such Credit Event is not an M(M)R Restructuring, either:

(i) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any;

(ii) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or

(iii) the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable; or

(b) if such Credit Event is an M(M)R Restructuring and:

(i) the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or

(ii) otherwise, the date that is fourteen calendar days following the relevant No Auction Announcement Date.

"**Non-Standard Reference Obligation**" means, in respect of the Reference Entity, the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

"**Non-Transferable Instrument**" means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

"**Notice Delivery Date**" means the first date on which both an effective Credit Event Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the relevant Pricing Supplement, an effective Notice of Publicly Available Information, have been delivered by the Calculation Agent.

"**Notice Delivery Period**" means the period from and including the Trade Date to and including the fifth Business Day following the date that is fourteen (14) calendar days after the Extension Date.

"**Notice of Physical Settlement**" has the meaning given to that term in Credit Linked Condition 4 or Credit Linked Condition 5(a)(ii), as applicable.

"**Notice of Publicly Available Information**" means a notice from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy or description in reasonable detail, of the relevant Publicly Available Information. If "Notice of Publicly Available Information" is specified as applicable in the relevant Pricing Supplement and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information. A Notice of Publicly Available Information shall be subject to the requirements regarding notices in Credit Linked Condition 16.

"**Notice to Exercise Movement Option**" means, with respect to Notes for which (a) M(M)R Restructuring is applicable and (b) the Fallback Settlement Method would otherwise be applicable pursuant to the Auction Settlement provisions, a notice from the Issuer to the Calculation Agent that (i) specifies the Parallel Auction Settlement Terms applicable in accordance with the definition of Movement Option and (ii) is effective on or prior to the Movement Option Cut-off Date.

"**Number of Valuation Business Days**" means:

(a) if Fixed Valuation Date is specified as applicable in the relevant Pricing Supplement, the number of Business Days specified therein (or, if the number of Business Days is not specified, five Business Days); or

(b) otherwise, the number of Business Days selected by the Issuer.

"**Obligation**" means:

(a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in "Method for Determining Obligations" below); and

(b) the Reference Obligation,

in each case unless it is an Excluded Obligation.

"**Method for Determining Obligations**". For the purposes of paragraph (a) of this definition of "**Obligation**", the term "Obligation" may be defined as the obligation of each Reference Entity described by the Obligation Category specified in the relevant Pricing Supplement, and having each of the Obligation Characteristics (if any) specified in the relevant Pricing Supplement, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:

(i) "**Obligation Category**" means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the relevant Pricing Supplement, where:

(a) "**Payment**" means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;

(b) "**Borrowed Money**" means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);

(c) "**Reference Obligation Only**" means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligation Only;

(d) "**Bond**" means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;

(e) "**Loan**" means any obligation of a type included in the "Borrowed Money" Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and

(f) "**Bond or Loan**" means any obligation that is either a Bond or a Loan.

(ii) "**Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance specified in the relevant Pricing Supplement, where:

(a) "**Not Subordinated**" means an obligation that is not Subordinated to (1) the Reference Obligation or, (2) the Prior Reference Obligation, if applicable;

(b) "**Subordination**" means, with respect to an obligation (the "**Second Obligation**") and another obligation of the Reference Entity to which such obligation is being compared (the "**First Obligation**"), a contractual, trust or other similar arrangement providing that (I) upon the liquidation, dissolution, reorganisation or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. "**Subordinated**" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date; and

(c) "**Prior Reference Obligation**" means, in circumstances where there is no Reference Obligation applicable to the relevant Notes, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the relevant Pricing Supplement as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity;

(d) "**Specified Currency**" means an obligation that is payable in the currency or currencies specified as such in the relevant Pricing Supplement (or, if Specified Currency is specified in the relevant Pricing Supplement and no currency is so specified, any Standard Specified Currency) provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;

(e) "**Not Sovereign Lender**" means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt";

(f) "**Not Domestic Currency**" means any obligation that is payable in any currency other than applicable Domestic Currency provided that a Standard Specified Currency shall not constitute the Domestic Currency;

(g) "**Not Domestic Law**" means any obligation that is not governed by applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law;

(h) "**Listed**" means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and

(i) "**Not Domestic Issuance**" means any obligation other than an obligation that was issued (or reissued, as the case may be) or intended to be offered for sale primarily in the domestic market of the Reference

Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

"**Obligation Acceleration**" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event or default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

"**Obligation Currency**" means the currency or currencies in which the Obligation is denominated.

"**Obligation Default**" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

"**Original Non-Standard Reference Obligation**" means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in respect of such Reference Entity in the relevant Pricing Supplement (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the relevant Notes (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless the relevant Notes are Reference Obligation Only Notes.

"**Outstanding Amount**" (a) in the case of a Deliverable Obligation, has the meaning given to that term in Credit Linked Condition 4 or Credit Linked Condition 5(a)(ii), as applicable, or (b) in the case of a Valuation Obligation, means the Quotation Amount specified in the relevant Valuation Obligation Notification.

"**Original Notional Amount**" has the meaning given to it in the relevant Pricing Supplement, subject to adjustment as provided in these Credit Linked Conditions.

"**Outstanding Principal Balance**" means the outstanding principal balance of an obligation which will be calculated as follows:

(a) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with the definition of Accrued Interest above, the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (i) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (ii) the amount of the Fixed Cap, if any);

(b) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (i) is subject to any Prohibited Action, or (ii) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (A) payment or (B) a Permitted Contingency) (the amount determined in accordance with paragraph (a) above less any amounts subtracted in accordance with this paragraph (b), the "**Non-Contingent Amount**"); and

(c) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

(i) unless otherwise specified, in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date; and

(ii) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

"**Package Observable Bond**" means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within paragraphs (a) or (b) of the definition of Deliverable Obligation (above) or, as applicable, Valuation Obligation (below), in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

"**Parallel Auction**" means "Auction" as such term shall be defined in the relevant Parallel Auction Settlement Terms.

"**Parallel Auction Cancellation Date**" means "Auction Cancellation Date" as such term shall be defined in the relevant Parallel Auction Settlement Terms.

"**Parallel Auction Settlement Terms**" means, following the occurrence of an M(M)R Restructuring, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which (i) the Deliverable Obligation Terms are the same as the Reference Transaction and (ii) the Reference Transaction would not be an Auction Covered Transaction provided that if no such Credit Derivatives Auction Settlement Terms are published, the Calculation Agent may select the applicable Credit Derivatives Auction Settlement Terms.

"**Parallel Notice of Physical Settlement Date**" means "Notice of Physical Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

"**Payment Requirement**" means the amount specified as such in the relevant Pricing Supplement or its equivalent in the relevant Obligation Currency or, if no such amount is specified in the relevant Pricing Supplement, USD1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

"**Permissible Deliverable Obligations**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included in the Final List pursuant to the Deliverable Obligation Terms applicable to the relevant Auction.

"**Permitted Contingency**" means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

(a) as a result of the application of:

(i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;

(ii) provisions implementing the Subordination of the obligation;

(iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);

(iv) if "Subordinated European Insurance Terms" are specified as applicable in the relevant Pricing Supplement, any Solvency Capital Provisions; or

(v) if "Financial Reference Entity Terms" are specified as applicable in the relevant Pricing Supplement, provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention; or

(b) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

"**Permitted Transfer**" means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

"**Physical Settlement Amendment Notice**" has the meaning given to that term in Credit Linked Condition 4 or Credit Linked Condition 5(a)(ii), as applicable.

"**Physical Settlement Period**" means, subject to Credit Linked Condition 12, the number of Business Days specified as such in the relevant Pricing Supplement or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Entitlement, the longest number of Business Days for settlement in accordance with the current market practice of such Deliverable Obligation, as determined by the Calculation Agent provided that if the Issuer has notified the Noteholders in accordance with Credit Linked Condition 4 or Credit Linked Condition 5(a)(ii) that it will Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be 35 Business Days.

"**Post Dismissal Additional Period**" means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is five Business Days following the fourteenth calendar day thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)).

"**Postponed Cut-off Date**" has the meaning given to that term in Credit Linked Condition 10.

"**Postponed Maturity Date**" has the meaning given to that term in Credit Linked Condition 10.

"**Potential Credit Event**" means a Potential Failure to Pay (if Failure to Pay is an applicable Credit Event in respect of the Reference Entity), a Potential Repudiation/Moratorium (if Repudiation/Moratorium is an applicable Credit Event in respect of the Reference Entity) or if a

Credit Event Resolution Request Date has occurred and the relevant Credit Derivatives Determinations Committee has not made its determination, such event will be deemed to be a Potential Credit Event. A Credit Derivatives Determinations Committee and the Calculation Agent may each determine whether a Potential Failure to Pay or a Potential Repudiation/Moratorium has occurred.

"**Potential Failure to Pay**" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

"**Potential Repudiation/Moratorium**" means the occurrence of an event described in paragraph (a) of the definition of Repudiation/Moratorium.

"**Prior Deliverable Obligation**" means:

(a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of the Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within paragraphs (a) or (b) of the definition of Deliverable Obligation above or, as applicable, Valuation Obligation below, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or

(b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

"**Private-side Loan**" means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

"**Prohibited Action**" means any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in (a) to (d) of the definition of Credit Event above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

"**PSN Cut-off Date**" means, following the occurrence of a Credit Event Determination Date in respect of a Reference Entity and subject, where applicable, to Credit Linked Condition 12, the later of:

(a) the later of:

(i) the thirtieth calendar day after the Credit Event Determination Date; and

(ii) the tenth calendar day after either the date of the relevant DC Credit Event Announcement or of the relevant DC Credit Event Question Dismissal, if any (or, if the relevant Credit Event is an M(M)R Restructuring, the tenth calendar day after the Non-Standard Exercise Cut-off Date), provided that in the case of paragraph (ii) above, the relevant Credit Event Resolution Request Date, if any, occurred on or prior to the date described in paragraph (i) above; and

(b) the fifth Business Day after the date on which the Notice of Physical Settlement is required to be delivered under the relevant Hedging Representative Auction-Settled Transaction (if any).

"**PSN Effective Date**" means the date on which an effective Notice of Physical Settlement or Physical Settlement Amendment Notice, as the case may be, is delivered by the Issuer in accordance with Credit Linked Condition 4 or Credit Linked Condition 5(a)(ii).

"**Public Source**" means each source of Publicly Available Information specified as such in the relevant Pricing Supplement (or if no such source is specified in the relevant Pricing Supplement, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

"**Publicly Available Information**" means information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice have occurred and which:

(a) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information);

(b) is information received from or published by (i) the Reference Entity (or, if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign) or (ii) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or

(c) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body;

provided that where any information of the type described in paragraphs (b) or (c) above is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in paragraphs (b) or (c) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the entity disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

(d) Without limitation, Publicly Available Information need not state:

(i) in relation to the definition of "Downstream Affiliate", the percentage of Voting Shares owned by the Reference Entity; and

(ii) that the relevant occurrence:

(A) has met the Payment Requirement or Default Requirement;

(B) is the result of exceeding any applicable Grace Period; or

(C) has met the subjective criteria specified in certain Credit Events.

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in paragraphs (a) and (b) of the definition of Repudiation/Moratorium below.

"**Qualifying Affiliate Guarantee**" means a Qualifying Guarantee provided by the Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of the Reference Entity.

"**Qualifying Guarantee**" means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

(a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or

(b) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:

(i) by payment;

(ii) by way of Permitted Transfer;

(iii) by operation of law;

(iv) due to the existence of a Fixed Cap; or

(v) due to:

(A) provisions permitting or anticipating a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in the relevant Pricing Supplement; or

(B) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the relevant Pricing Supplement.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of Bankruptcy above in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

I. the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and

II. if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

"**Qualifying Participation Seller**" means any participation seller that meets the requirements specified in the relevant Pricing Supplement. If no such requirements are specified, there shall be no Qualifying Participation Seller.

"**Quantum of the Claim**" means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

"**Quotation**" means each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage of the Outstanding Principal Balance or Due and Payable Amount, as applicable, with respect to a Valuation Date in the manner that follows:

The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Valuation Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

"**Quotation Amount**" means:

(a) the amount specified as such in the relevant Pricing Supplement (which may be specified by reference to an amount in a currency or by reference to a Representative Amount); or

(b) if no amount is specified in the relevant Pricing Supplement, as specified in the Valuation Obligation Notification, or, in each case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent by reference to exchange rates in effect at the time that the relevant Quotation is being obtained.

"**Quotation Dealer**" means a dealer in obligations of the type of Obligation(s) for which Quotations are to be obtained including each Quotation Dealer specified in the relevant Pricing Supplement. If no Quotation Dealers are specified in the relevant Pricing Supplement, the Calculation Agent shall select the Quotation Dealers. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s).

"**Quotation Method**" means the applicable Quotation Method specified in the relevant Pricing Supplement by reference to one of the following terms:

(a) "**Bid**" means that only bid quotations shall be requested from Quotation Dealers;

(b) "**Offer**" means that only offer quotations shall be requested from Quotation Dealers; or

(c) "**Mid-market**" means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for purposes of determining a relevant Quotation Dealer's quotation.

If a Quotation Method is not specified in the relevant Pricing Supplement, Bid shall apply.

"**Reference Entity**" means the entity specified as such in the relevant Pricing Supplement. Any Successor to the Reference Entity either (a) identified pursuant to the definition of "Successor" on or following the Trade Date or (b) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be the Reference Entity for the purposes of the relevant Series.

"Reference Entity Notional Amount", in respect of a Reference Entity, means the amount specified as such in the relevant Pricing Supplement (or, if no such amount is so specified, the Aggregate Principal Amount of the Notes as of the Issue Date divided by the number of Reference Entities), subject to adjustment as provided in "Successor" and pursuant to Credit Linked Condition 14 and as otherwise provided in these Credit Linked Conditions.

"**Reference Obligation**" means the Standard Reference Obligation, if any, unless:

(a) "Standard Reference Obligation" is specified as not applicable in the relevant Pricing Supplement, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or

(b) (i) "Standard Reference Obligation" is specified as applicable in the relevant Pricing Supplement (or no election is specified in the relevant Pricing Supplement), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the relevant Pricing Supplement, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

If the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic or Valuation Obligation Characteristics, as applicable) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of the Reference Entity shall constitute the Reference Obligation.

"**Reference Obligation Only Notes**" means any Notes in respect of which (a) "Reference Obligation Only" is specified as the Obligation Category, the Deliverable Obligation Category and (as applicable) Valuation Obligation Category in the relevant Pricing Supplement and (b) "Standard Reference Obligation" is specified as not applicable in the relevant Pricing Supplement.

"**Reference Transaction**" means a hypothetical credit derivative transaction:

(a) for which the Deliverable Obligation Terms, the Reference Obligation, the Reference Entity and (as applicable) the provisions for determining the Valuation Obligation(s) are (i) the same as in respect of the Credit Linked Notes (if Deliverable Obligation Terms, Reference Obligation and Valuation Obligation terms are specified in the relevant Pricing Supplement) or (ii) if and to the extent Deliverable Obligation Terms and/or a Reference Obligation and/or (as applicable) the Valuation Obligation terms are not specified, the Deliverable Obligation Terms, Reference Obligation and provisions for determining Valuation Obligation(s) determined by the Calculation Agent to be appropriate in respect of a credit derivative transaction linked to the relevant Reference Entity;

(b) with a scheduled termination date matching the Scheduled Maturity Date of the Credit Linked Notes; and

(c) otherwise having such other characteristics as the Calculation Agent may determine appropriate by reference to, without limitation, the Issuer's hedging arrangements (if any at the relevant time) and/or any credit derivative elections made in relation to the Credit Linked Notes (if applicable disregarding that the Settlement Method is Cash Settlement or Physical Settlement, in each case for the purposes of the Transaction Auction Settlement Terms and Parallel Auction Settlement Terms).

"**Relevant City Business Day**" has the meaning given in the DC Rules.

"**Relevant Guarantee**" means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the relevant Pricing Supplement, a Qualifying Guarantee.

"**Relevant Holder**" means a holder of the latest Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement or Physical Settlement Amendment Notice or Valuation Obligation Notification, as applicable.

"**Relevant Obligations**" means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the

Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

(a) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;

(b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under paragraph (a) of the definition of Successor below, make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;

(c) if "Financial Reference Entity Terms" is specified as applicable in the relevant Pricing Supplement and (i) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, the Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and

(d) if "Financial Reference Entity Terms" is specified as applicable in the relevant Pricing Supplement, and the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan".

"**Replaced Deliverable Obligation Outstanding Amount**" has the meaning given to that term in Credit Linked Condition 4 or Credit Linked Condition 5(a)(ii), as applicable.

"**Replacement Deliverable Obligation**" has the meaning given to that term in Credit Linked Condition 4 or Credit Linked Condition 5(a)(ii), as applicable.

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market and at the relevant time, which amount will be determined by the Calculation Agent.

"**Representative Auction-Settled Transaction**" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"**Repudiation/Moratorium**" means the occurrence of both of the following events:

(a) an authorised officer of the Reference Entity or a Governmental Authority:

(i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or

(ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether *de facto* or *de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and

(b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"**Repudiation/Moratorium Evaluation Date**" means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is sixty (60) days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is sixty (60) days after the date of such Potential Repudiation/Moratorium provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Scheduled Maturity Date unless the Repudiation/Moratorium Extension Condition is satisfied.

"**Repudiation/Moratorium Extension Condition**" will be satisfied:

(a) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the date that is fourteen (14) calendar days after the Scheduled Maturity Date that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity and that such event occurred on or prior to the Scheduled Maturity Date; or

(b) otherwise, by the delivery by the Calculation Agent to the Issuer of a Repudiation/Moratorium Extension Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the relevant Pricing Supplement, a Notice of Publicly Available Information that are each effective on or prior to the Scheduled Maturity Date or, if Credit Linked Condition 10(y) applies, the Postponed Cut-off Date.

In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (A) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the Reference Entity, or (B) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity but that such event occurred after the Scheduled Maturity Date.

"**Repudiation/Moratorium Extension Notice**" means a notice from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Maturity Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

"**Resolve**" has the meaning set out in the DC Rules, and "**Resolved**" and "**Resolves**" shall be construed accordingly.

"**Restructured Bond or Loan**" means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

"**Restructuring**" means, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all the holders of the Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date applicable to the relevant Credit Linked Notes and the date as of which such Obligation is issued or incurred:

(a) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

(b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

(c) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest, or (ii) the payment of principal or premium;

(d) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or

(e) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

Notwithstanding the above provisions, none of the following shall constitute a Restructuring:

(i) the payment in euro of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;

(ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;

(iii) the occurrence of, agreement to or announcement of any of the events described in (a) to (e) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(iv) the occurrence of, agreement to or announcement of any of the events described in (a) to (e) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of paragraph (e) above only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

For purposes of this definition of Restructuring and Credit Linked Condition 15, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in the definition of Restructuring and the definition of Subordination shall be deemed to refer to the Underlying Obligor and the references to the Reference Entity in paragraphs (i) to (iv) of this definition of Restructuring shall continue to be deemed to refer to the Reference Entity.

If an exchange has occurred, the determination as to whether one of the events described under paragraphs (a) to (e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"**Restructuring Date**" means the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Restructuring Maturity Limitation Date**" means with respect to a Deliverable Obligation or Valuation Obligation, as applicable, the Limitation Date occurring on or immediately following the Scheduled Maturity Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a "**Latest Maturity Restructured Bond or Loan**") and the Scheduled Maturity Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

"**Revised Currency Rate**" means, with respect to a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either (a) by reference to the Currency Rate Source as at the Next Currency Fixing Time or (b) if such rate is not available at such time, by the Calculation Agent.

"**Scheduled Maturity Date**" has the meaning given to it in the relevant Pricing Supplement.

"**Seniority Level**" means, with respect to an obligation of the Reference Entity:

(a) "Senior Level" or "Subordinated Level" as specified in the relevant Pricing Supplement, or

(b) if no such seniority level is specified in the relevant Pricing Supplement, "Senior Level" if the Original Non-Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which "Senior Level".

"**Senior Obligation**" means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the relevant Reference Entity.

"**Settlement Method**" means, subject as provided herein, if (a) Auction Settlement is specified as the applicable Settlement Method in the relevant Pricing Supplement, Auction Settlement (b) Physical Settlement is specified as the applicable Settlement Method in the relevant Pricing Supplement, Physical Settlement, or (c) Cash Settlement is specified as the applicable Settlement Method in the relevant Pricing Supplement, Cash Settlement.

"**Settlement Notice**" has the meaning given to that term in Credit Linked Condition 5.

"**Shortfall Amount**" has the meaning given to that term in Credit Linked Condition 5.

"**Single Reference Entity Credit Linked Notes**" means Credit Linked Notes indicated as such in the relevant Pricing Supplement, where the Issuer purchases credit protection from the Noteholders in respect of only one Reference Entity.

"**Solvency Capital Provisions**" means any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

"**Sovereign**" means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including without limiting the foregoing, the central bank) thereof.

"**Sovereign Restructured Deliverable Obligation**" means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell within paragraph (a) of the definition of Deliverable Obligation above immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Sovereign Restructured Valuation Obligation**" means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell within paragraph (a) of the definition of Valuation Obligation below immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Sovereign Succession Event**" means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or, other similar event.

"**Specified Number**" means the number of Public Source(s) specified in the relevant Pricing Supplement, or if no such number is specified in the relevant Pricing Supplement, two.

"**SRO List**" means the list of Standard Reference Obligations as published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

"**Standard Reference Obligation**" means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

"**Standard Specified Currency**" means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

"**Steps Plan**" means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

"**Subordinated Obligation**" means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the relevant Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of that Reference Entity existed.

"**Substitute Reference Obligation**" means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

(a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraphs (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.

(b) If any of the events set forth under paragraphs (a) or (b)(ii) of the definition of Substitution Event have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and paragraph (c)(ii)). If the event set forth in paragraph (b)(i) of the definition of Substitution Event below has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under paragraphs (a) or (b)(ii) of the definition of Substitution Event below occur with respect to such Non-Standard Reference Obligation.

(c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:

(i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);

(ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and

(iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:

I. is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

II. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above;

(B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:

I. is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

II. is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

III. is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

IV. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or

(C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:

I. is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

II. is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

III. is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

IV. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above.

(d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (c) above, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Issuer under the Notes as determined by the Calculation Agent. The Calculation Agent will notify the Noteholders in accordance with Condition 14 (*Notices*) of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with paragraph (c) above and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation. For the avoidance of doubt any failure to provide such a notice to the

Noteholders will not constitute an Event of Default under the Notes and will not affect the validity of any of the foregoing provisions.

(e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation then, subject to paragraph (a) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (b) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

(f) For the avoidance of doubt, no Substitute Reference Obligation shall be determined in respect of any Credit Linked Notes that are Reference Obligation Only Notes.

"**Substitution Date**" means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies the Issuer of the Substitute Reference Obligation that it has identified in accordance with the definition of Substitute Reference Obligation above.

"**Substitution Event**" means, with respect to the Non-Standard Reference Obligation:

(a) the Non-Standard Reference Obligation is redeemed in whole; or

(b) provided that the Credit Linked Notes to which the Non-Standard Reference Obligation relates are not Reference Obligation Only Notes:

(i) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or

(ii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of the Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Substitution Event. If an event described in paragraphs (a) or (b)(i) above has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to paragraphs (a) or (b)(i) above as the case may be, on the Trade Date.

"**Substitution Event Date**" means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

"**Succession Date**" means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to paragraph (a) of the definition of Successor below would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of a Credit Event Determination Date in respect of the Reference Entity or any entity which would constitute a Successor.

"**Successor**" means:

(a) subject to paragraph (b) below, the entity or entities, if any, determined as follows:

(i) subject to paragraph (vii), if one entity succeeds, either directly or indirectly, as a provider of a Relevant Guarantee, to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;

(ii) if only one entity succeeds directly as a provider of a Relevant Guarantee, to more than twenty-five per cent. (but less than seventy-five per cent.) of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor;

(iii) if more than one entity each succeeds directly as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent. of the Relevant Obligations will each be a Successor and the Base Conditions and/or the relevant Pricing Supplement will be adjusted as provided below;

(iv) if one or more entity each succeed directly as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and the Base Conditions and/or the relevant Pricing Supplement will be adjusted as provided below;

(v) if one or more entities succeed directly as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity will not be changed in any way as a result of such succession;

(vi) if one or more entities succeed, either directly or indirectly, as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor and the Base Conditions and/or the relevant Pricing Supplement will be adjusted as provided below); and

(vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the "**Universal Successor**") will be the sole Successor; and

(b) An entity may only be a Successor if:

(i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014;

(ii) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and

(iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after delivery of a Successor Notice and with effect from the Succession Date, any Successor or Successors under paragraph (a) above, Provided That the Calculation Agent will not make any such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations.

The Calculation Agent may, if it determines appropriate, select an alternative Transaction Type for any Successor to a Reference Entity and adjust such of the Base Conditions and/or the relevant Pricing Supplement as it determines appropriate to reflect such new Transaction Type and determine the effective date of any such change and adjustment. The Calculation Agent shall be deemed to be acting in a commercially reasonable manner if any such Transaction Type and adjustment reflects any adjustment to any credit derivative transaction(s) related to or underlying the Credit Linked Notes incorporating the provisions of the 2014 ISDA Credit Derivatives Definitions (the "**2014 Definitions**"). Upon the Calculation Agent making such adjustment, the Issuer shall give notice as soon as practicable to Noteholders in accordance with Condition 14 (*Notices*) stating the new Transaction Type and the adjustment to the Base Conditions and/or the relevant Pricing Supplement (if any). For the avoidance of doubt any failure to provide such a notice to Noteholders will not constitute an Event of Default under the Notes and will not affect the validity of any of the foregoing provisions.

The Calculation Agent will make all calculations and determinations required to be made under this definition of Successor on the basis of Eligible Information and will, as soon as practicable after such calculation or determination, make such calculation or determination available for inspection by Noteholders at the specified office of the Principal Paying Agent. In calculating the percentages used to determine whether an entity qualifies as a Successor under paragraph (a) above, if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

Where pursuant to paragraph (a)(iii), (a)(iv) or (a)(vi) or (b) above, more than one Successor has been identified, the Calculation Agent shall adjust such of the Base Conditions and/or the relevant Pricing Supplement as it shall determine to be appropriate (including, without limitation, the Reference Entity Notional Amount and (if applicable) the Transaction Type) to reflect that the Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment. The Calculation Agent shall be deemed to be acting in a commercially reasonable manner if it adjusts such of the Base Conditions and/or the relevant Pricing Supplement in such a manner as to reflect the adjustment to and/or division of any credit derivative transaction(s) related to or underlying the Credit Linked Notes under the provisions of the 2014 Definitions.

Upon the Calculation Agent making such adjustment, the Issuer shall give notice as soon as practicable to Noteholders in accordance with Condition 14 (*Notices*) stating the adjustment to the Base Conditions and/or the relevant Pricing Supplement and giving brief details of the relevant Successor event. For the avoidance of doubt any failure to provide such a notice to Noteholders will not constitute an Event of Default under the Notes and will not affect the validity of any of the foregoing provisions.

If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

For the purposes of this definition of "Successor", "**succeed**" means, with respect to the Reference Entity and its Relevant Obligations, that an entity other than the Reference Entity (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (ii) issues Bonds or incurs Loans (the "**Exchange Bonds or Loans**") that are exchanged for Relevant Obligations, and in either case the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of this definition of "Successor", "succeeded" and "succession" shall be construed accordingly. In the case of an exchange offer, the determinations required pursuant to paragraph (a) of this definition of "Successor" shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.

Notwithstanding the provisions above and sub-paragraph (b) of the definition of Reference Entity, where a Reference Entity is determined as a Successor to another Reference Entity pursuant to the above provisions, then it will be deemed to be a Reference Entity only once hereunder, and from and including the date of such determination the Reference Entity Notional Amount with respect to such Reference Entity will be the sum of the Reference Entity Notional Amounts that would otherwise be applicable to it.

"**Successor Backstop Date**" means for purposes of any Successor determination determined by DC Resolution, the date that is ninety calendar days prior to the Successor Resolution Request Date otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered not more than fourteen calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Successor Notice**" means an irrevocable notice from the Calculation Agent to the Issuer that describes a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign

Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity can be determined.

A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to paragraph (a) of the definition of Successor above.

"**Successor Resolution Request Date**" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"**Trade Date**" means the date specified as such in the relevant Pricing Supplement.

"**Transaction Auction Settlement Terms**" means the Credit Derivatives Auction Settlement Terms selected by the Calculation Agent in accordance with this provision. In relation to a Credit Event (and as set out in the definition of Credit Derivatives Auction Settlement Terms), ISDA may publish one or more form(s) of Credit Derivatives Auction Settlement Terms on its website at www.isda.org (or any successor website thereto) and may amend such forms from time to time. Each such form of Credit Derivatives Auction Settlement Terms shall set out, *inter alia*, definitions of "Auction", "Auction Cancellation Date", "Auction Covered Transaction" and "Auction Final Price Determination Date" in relation to the relevant Credit Event. The Transaction Auction Settlement Terms for purposes of the Credit Linked Notes shall be the relevant form of Credit Derivatives Auction Settlement Terms for which the Reference Transaction would be an Auction Covered Transaction (as such term will be set out in the relevant Credit Derivatives Auction Settlement Terms). The Reference Transaction (as set out in the definition thereof) is a hypothetical credit derivative transaction included in these Credit Linked Conditions principally for the purpose of selecting the Credit Derivatives Auction Settlement Terms appropriate to the Credit Linked Notes.

"**Transaction Type**" is as specified in the relevant Pricing Supplement, subject to adjustment as provided in "Successor".

"**Undeliverable Obligation**" means a Deliverable Obligation included in the Entitlement which, on the Credit Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure of the relevant clearance system or due to any law, regulation, court order, contractual restrictions, statutory restrictions or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans or non-delivery of an Asset Transfer Notice or any relevant information by a holder) it is impossible or illegal or impractical to Deliver on the Credit Settlement Date.

"**Underlying Obligation**" means, with respect to a guarantee, the obligation which is the subject of the guarantee.

"**Underlying Obligor**" means with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

"**Unwind Costs**" means:

(a) the amount specified in the relevant Pricing Supplement; or

(b) if "Standard Unwind Costs" are specified in the relevant Pricing Supplement, an amount determined by the Calculation Agent equal to the aggregate sum of (without duplication) all costs (including loss of funding), fees, charges, expenses, tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption or credit settlement of the Credit Linked Notes and the related termination, liquidation, transfer, settlement or re-establishment (whether in whole or in part) of any Hedging Arrangements, such amount to be apportioned *pro rata* amongst each nominal amount of Notes equal to the Calculation Amount; or

(c) if "Zero Unwind Costs" are specified in the relevant Pricing Supplement, zero.

"**Valuation Date**" means if "Single Valuation Date" is specified in the relevant Pricing Supplement and subject to Credit Linked Condition 12, the date that is the Number of Valuation Business Days following the Credit Event Determination Date or, if any and as applicable, the Calculation Agent Fallback Settlement Determination Date, the Auction Cancellation Date or the relevant No Auction Announcement Date and if "Multiple Valuation Dates" is specified in the relevant Pricing Supplement, each of the following dates:

(a) subject to Credit Linked Condition 12, the date that is the Number of Valuation Business Days following the Credit Event Determination Date or, if any and as applicable, the Calculation Agent Fallback Settlement Determination Date, the Auction Cancellation Date, or the relevant No Auction Announcement Date; and

(b) each successive date that is the Number of Valuation Business Days after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When "**Multiple Valuation Dates**" is specified in the relevant Pricing Supplement, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the relevant Pricing Supplement (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the relevant Pricing Supplement, Single Valuation Date shall apply.

"**Valuation Method**":

(a) The following Valuation Methods may be specified in the relevant Pricing Supplement with only one Valuation Date:

(i) "**Market**" means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or

(ii) "**Highest**" means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date.

(b) If no such Valuation Method is specified in the relevant Pricing Supplement, the Valuation Method shall be Highest.

(c) The following Valuation Methods may be specified in the relevant Pricing Supplement with more than one Valuation Date:

(i) "**Average Market**" means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or

(ii) "**Highest**" means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or

(iii) "**Average Highest**" means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date.

(d) If no such Valuation Method is specified in the relevant Pricing Supplement, the Valuation Method shall be Average Highest.

Notwithstanding paragraphs (a) to (d) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Calculation Agent may at its option determine that the Valuation Method shall be Market or Average Market, as the case may be.

Where applicable, the relevant Pricing Supplement may specify an alternative Valuation Method which shall be applicable in respect of the relevant Credit Linked Notes.

"**Valuation Obligation**" means:

(a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in "(A) Method for Determining Valuation Obligations" below;

(b) the Reference Obligation;

(c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Valuation Obligation; and

(d) if Asset Package Delivery is applicable, (i) if Financial Reference Entity Terms is specified as applicable in the relevant Pricing Supplement, any Prior Deliverable Obligation, or (ii) if the Reference Entity is a Sovereign, any Package Observable Bond,

in each case, as selected by the Issuer in its sole and absolute discretion and notified to the Calculation Agent (a "**Valuation Obligation Notification**") on or prior to the Valuation Date and (i) unless it is an Excluded Valuation Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (d) above, immediately prior to the relevant Asset Package Credit Event).

(i) *Method for Determining Valuation Obligations*. For the purposes of this definition of "Valuation Obligation", the term "Valuation Obligation" may be defined as each obligation of the Reference Entity described by the Valuation Obligation Category specified in the relevant Pricing Supplement, and, subject to paragraph (ii) (*Interpretation of Provisions*) below, having each of, the Valuation Obligation Characteristics, if any, specified in the relevant Pricing Supplement, in each case, as of each such date the Issuer determines relevant for purposes of the Hedging Arrangements or, if none at the relevant time, the date of delivery of the Valuation Obligation Notification. The following terms shall have the following meanings:

(A) "**Valuation Obligation Category**" means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as defined in the definition of "Obligation" above, except that, for the purpose of determining Valuation Obligations, the definition of "Reference Obligation Only" shall be amended to state that no Valuation Obligation Characteristics shall be applicable to Reference Obligation Only).

(B) "**Valuation Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of "Obligation" above), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer;

(1) "**Assignable Loan**" means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if the Reference Entity is guaranteeing such Loan) or any agent;

(2) "**Consent Required Loan**" means a Loan that is capable of being assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such loan) or any agent;

(3) "**Direct Loan Participation**" means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Noteholder that provides each Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Noteholder and either (A) the Issuer (to the extent that the Issuer is then a lender or a member of the relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);

(4) "**Transferable**" means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

I contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);

II restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or

III restrictions in respect of blocked periods on or around payment dates or voting periods;

(5) "**Maximum Maturity**" means an obligation that has a remaining maturity of not greater than the period specified in the relevant Pricing Supplement (or if no such period is specified, thirty years);

(6) "**Accelerated or Matured**" means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and

(7) "**Not Bearer**" means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream International or any other internationally recognised clearing system.

(ii) *Interpretation of Provisions*

(A) If (i) any of the Valuation Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the relevant Pricing Supplement, the relevant Pricing Supplement shall be construed as though such Valuation Obligation Characteristic had been specified as a Valuation Obligation Characteristic only with respect to Bonds; (ii) the Valuation Obligation Characteristic "Transferable" is specified in the relevant Pricing Supplement, the relevant Pricing Supplement shall be construed as though such Valuation Obligation Characteristic had been specified as a Valuation Obligation Characteristic only with respect to Valuation Obligations that are not Loans; or (iii) any of the Valuation Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the relevant Pricing Supplement, the relevant Pricing Supplement shall be construed as though such Valuation Obligation Characteristic had been specified as a Valuation Obligation Characteristic only with respect to Loans.

(B) If more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified as

Valuation Obligation Characteristics in the relevant Pricing Supplement, the Valuation Obligations may include any Loan that satisfies any one of such Valuation Obligation Characteristics specified and need not satisfy all such Valuation Obligation Characteristics.

(C) If a Valuation Obligation is a Relevant Guarantee, the following will apply:

(1) for purposes of the application of the Valuation Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;

(2) for purposes of the application of the Valuation Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Valuation Obligation Characteristics, if any, specified in the relevant Pricing Supplement from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";

(3) for purposes of the application of the Valuation Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Valuation Obligation Characteristics, if any, specified in the relevant Pricing Supplement from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated" or "Matured" and "Not Bearer"; and

(4) for purposes of the application of the Valuation Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

(D) For purposes of the application of the Valuation Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Valuation Obligation in effect at the time of making such determination and, in the case of a Valuation Obligation that is due and payable, the remaining maturity shall be zero.

(E) If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the relevant Pricing Supplement, if an obligation would otherwise satisfy a particular Valuation Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Valuation Obligation Characteristic.

(F) For purposes of determining the applicability of Valuation Obligation Characteristics and the requirements specified in the paragraphs commencing "If "Mod R"…" and "If "Mod Mod R"…" below to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.

(G) If "Subordinated European Insurance Terms" is specified as applicable in the relevant Pricing Supplement, if an obligation would otherwise satisfy the "Maximum Maturity" Valuation Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Valuation Obligation Characteristic.

If "**Mod R**" is specified as applicable in the relevant Pricing Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Valuation Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Valuation Obligation may be specified in a Valuation Obligation Notification only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements or, if none at the relevant time, the date of delivery of the Valuation Obligation Notification.

If "**Mod Mod R**" is specified as applicable in the relevant Pricing Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Valuation Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Valuation Obligation may be specified in a Valuation Obligation Notification only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements or, if none at the relevant time, the date of delivery of the Valuation Obligation Notification. For the purposes of this paragraph only and notwithstanding the foregoing, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

For the purposes of making a determination pursuant to the two prior paragraphs or the definition of Restructuring Maturity Limitation Date, the final maturity date shall, subject as provided in the prior paragraph, be determined on the basis of the terms of the Valuation Obligation in effect at the time of making such determination and, in the case of a Valuation Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

Asset Package Delivery will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Credit Event Determination Date, or (ii) if the Reference Entity is a Sovereign, no Package

Observable Bond exists immediately prior to such Asset Package Credit Event. Notwithstanding the foregoing, if Sovereign No Asset Package Delivery is specified as applicable in the relevant Pricing Supplement, it shall be deemed that no Package Observable Bond exists with respect to a Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA) and accordingly, Asset Package Delivery shall not apply thereto.

The Valuation Obligation Notification shall describe the selected Valuation Obligation(s) in reasonable detail and shall specify the relevant title(s) or designation(s), maturity date(s) and coupon rate(s) and, unless the Quotation Amount is specified in the relevant Pricing Supplement, the applicable Quotation Amount in respect of each such Valuation Obligation (Provided That the aggregate of the Quotation Amounts in respect of the Valuation Obligations shall not exceed the relevant Reference Entity Notional Amount). The Issuer may at any time after delivering a Valuation Obligation Notification but prior to the Valuation Time on the Valuation Date deliver a further Valuation Obligation Notification which shall replace all prior Valuation Obligation Notifications in relation to any additional or replacement Valuation Obligation(s) specified therein.

For the avoidance of doubt the Issuer shall be entitled to select any Valuation Obligations for the purposes of calculating the Final Price irrespective of their market value and, provided that (in the case of a Valuation Obligation selected pursuant to sub-paragraph (a) above) the selected obligation satisfies the applicable Valuation Obligation Category and Valuation Obligation Characteristics on the relevant date, such obligation(s) may constitute the Valuation Obligation(s) for the purposes hereof notwithstanding that this is not the case subsequent to such date.

"**Valuation Time**" means the time specified as such in the relevant Pricing Supplement or, if no time is so specified, 11.00 a.m. in the principal trading market for the Valuation Obligation.

"**Weighted Average Quotation**" means in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Valuation Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount (but, of a size at least equal to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

14. **Credit Event Notice after Restructuring Credit Event**

Notwithstanding anything to the contrary in these Credit Linked Conditions, upon the occurrence of an M(M)R Restructuring:

(a) The Calculation Agent may deliver multiple Credit Event Notices in respect of such M(M)R Restructuring, each such Credit Event Notice setting forth an amount of the relevant Reference Entity Notional Amount to which such Restructuring Credit Event applies (the "**Partial Redemption Amount**") that may be less than such Reference Entity Notional Amount immediately prior to the delivery of such Credit Event Notice. In such circumstances the Credit Linked Conditions and related provisions shall be deemed to apply to the Partial Redemption Amount only and each such Credit Linked Note shall be redeemed in part (such redeemed part being equal to the Partial Redemption Amount).

(b) For the avoidance of doubt (A) the nominal amount of each Credit Linked Note not so redeemed in part shall remain outstanding, the Reference Entity Notional Amount shall be reduced by the Partial Redemption Amount and interest shall accrue in respect of each Credit Linked Note as provided in Condition 3 (*Interest on Fixed Rate Notes*) or Condition 4 (*Interest on Floating Rate Notes*), and Credit Linked Condition 5(b), as applicable, (adjusted in such manner as the Calculation Agent determines to be appropriate), (B) the Credit Linked Conditions and related provisions shall apply to such Credit Linked Note in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the Restructuring Credit Event and (C) if, following a Restructuring Credit Event, different Credit Event Determination Dates have been determined with respect to different portions of amounts payable or deliverable to Noteholders under the relevant Series, the Calculation Agent will (x) determine such adjustment(s) to the Base Conditions as may be required to achieve as far as practicable the same economic effect as if each such portion was a separate series or otherwise reflect or account for the effect of the above provisions of this Credit Linked Condition 14 and (y) the effective date of such adjustment(s).

(c) If the provisions of this Credit Linked Condition 14 apply in respect of the Credit Linked Notes, on redemption of part of each such Credit Linked Note the relevant Credit Linked Note or, if the Credit Linked Notes are represented by a Global Note, such Global Note, shall be endorsed to reflect such part redemption.

15. Provisions relating to Multiple Holder Obligation

Unless this Credit Linked Condition 15 is specified as not applicable in the relevant Pricing Supplement, then, notwithstanding anything to the contrary in the definition of Restructuring and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraphs (a) to (e) of the definition of "**Restructuring**" shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

"**Multiple Holder Obligation**" means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event, provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in paragraph (ii).

16. Calculation Agent, Calculation Agent Notices and Timings

(a) Whenever any state of affairs, circumstance, event or other matter falls to be determined, considered or otherwise decided upon, or any discretion is required to be exercised, by the Calculation Agent or any other person (including where a matter is to be decided by reference to the Calculation Agent's or such other person's opinion), unless otherwise stated, that matter shall be determined, considered or otherwise decided upon, or that discretion shall be exercised, (i) where by the Calculation Agent, acting in good faith and in a commercially reasonable manner or (ii) where by such other person acting in its sole and absolute discretion and in each case shall in the absence of manifest error) be final and binding on the Issuer, the Trustee and the Noteholders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Notes including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion. Neither the Calculation Agent nor the Issuer shall be liable for any loss, liability, cost, claim, action, demand or expense (including without limitation, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) arising out of or in relation to or in connection with the Calculation Agent's appointment or the exercise of its functions (including, without limitation, any such delay, deferral or forbearance), except in the case of the Calculation Agent such as may result from its own wilful default, negligence or bad faith or that of its officers or agents.

(b) Any notice to be delivered by the Calculation Agent to the Issuer pursuant to these Credit Linked Conditions may be given in writing (including by facsimile and/or email) and/or by telephone. Any such notice will be effective when given, regardless of the form in which it is delivered. A notice given by telephone will be deemed to have been delivered at the time the telephone conversation takes place. If the notice is delivered by telephone, a written confirmation will be executed and delivered confirming the substance of that notice within one Calculation Agent City Business Day of that notice. Failure to provide that written confirmation will not affect the effectiveness of that telephonic notice.

(c) Any notice to be delivered by the Issuer to the Calculation Agent pursuant to these Credit Linked Conditions may be given in writing (including by facsimile and/or email) and/or by telephone. Any such notice will be effective when given, regardless of the form in which it is delivered. A notice given by telephone will be deemed to have been delivered at the time the telephone conversation takes place. If the notice is delivered by telephone, a written confirmation will be executed and delivered confirming the substance of that notice within one Calculation Agent City Business Day of that notice. Failure to provide that written confirmation will not affect the effectiveness of that telephonic notice.

(d) For the purposes of determining the day on which an event occurs for purposes of these Credit Linked Conditions, the Calculation Agent will determine the demarcation of days by reference to Greenwich Mean Time (or, if the Reference Entity has a material connection to Japan for these purposes, Tokyo time) irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.

(e) In addition, if a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight Greenwich Mean Time (or, if the Reference Entity has a material connection to Japan for these purposes, Tokyo time), irrespective of the time zone of its place of payment.

17. **Amendment of Credit Linked Conditions**

(a) The Calculation Agent may from time to time amend any provision of these Credit Linked Conditions (i) to incorporate and/or reflect further or alternative documents or protocols from time to time published by ISDA with respect to the settlement of credit derivative transactions and/or the operation or application of determinations by Credit Derivatives Determinations Committees, including without limitation, in relation to settlement, credit events and successors and/or (ii) in any manner which the Calculation Agent determines in a commercially reasonable manner is necessary or desirable to reflect or account for market practice for credit derivative transactions and/or reflect or account for a Hedge Disruption Event.

(b) The Trustee shall consent, without the consent of the Noteholders or the Couponholders, to any such amendments upon receipt from the Issuer of a certificate, signed by a Director of the Issuer, stating that the amendments proposed by the Calculation Agent are necessary to reflect or account for market practice for credit derivative transactions and/or reflect or account for a Hedge Disruption Event, provided that the Trustee shall not be obliged to agree to any such amendments which, in the sole opinion of the Trustee, either: (x) increase or modify the duties and/or obligations of the Trustee; or (y) remove, modify or adversely affect any rights, powers or protections of the Trustee.

(c) Any amendment made in accordance with this Credit Linked Condition 17 shall be notified to the Noteholders in accordance with Condition 14 (*Notices*). Any failure to provide notice of any such amendment to Noteholders will not constitute an Event of Default under the Notes and will not affect the validity of any of the foregoing provisions.

18. **Early redemption of Reference Obligation Only Notes following a Substitution Event**

If the Notes are Reference Obligation Only Notes relating to a single Reference Entity and the event set out in paragraph (a) of the definition of Substitution Event above occurs with respect to the Reference Obligation, then:

(a) interest (if any) shall cease to accrue on the Credit Linked Notes from and including the Interest Payment Date immediately preceding the relevant Substitution Event Date or, if no Interest Payment Date has occurred, no interest will accrue on the Credit Linked Notes; and

(b) each Credit Linked Note will be redeemed by the Issuer at its relevant Reference Obligation Only Early Termination Amount specified in, or determined in the manner specified in, the relevant Pricing Supplement on the Maturity Date, which for the purposes of this Credit Linked Condition 18 shall be the day falling five Business Days following the relevant Substitution Event Date.

19. **DC Resolution Adjustment Events**

If following the publication of a DC Resolution (the "**Prior DC Resolution**"), a further DC Resolution (the relevant "**Further DC Resolution**") is published the effect of which would be to reverse all or part of the Prior DC Resolution or if any DC Resolution would reverse any determination made by the Calculation Agent and/or the occurrence of a Credit Event Determination Date, notwithstanding any other provisions of these Credit Linked Conditions the Calculation Agent may, in its sole and absolute discretion, make any adjustment(s) that the Calculation Agent determines is necessary or desirable to the Conditions or these Credit Linked Conditions to reflect the publication of such Further DC Resolution or DC Resolution, including, without limitation, as a result of the impact or effect of such Further DC Resolution or DC Resolution on the Hedging Arrangements (if any at the relevant time).

20. **Payments**

Condition 8(d) (*Payments – General Provisions*) shall be amended by including the following sentence as the last sentence therein:

"Notwithstanding anything contained in these Conditions, if any relevant Condition requires any amounts in relation to a Note to be rounded as part of any calculations or determinations, then in the case of Notes which are for the time being represented by a Global Note, such calculation or determination shall be carried out in relation to the aggregate principal amount of the Notes so represented. Any rounding shall be carried out to the result thereof and the rounding shall not be carried out in relation to any calculations or determinations made on a *pro rata* or per Note basis.".

21. **Modification and Substitution**

Condition 15 (*Modification of Terms, Waiver and Substitution*) shall be amended by inserting "; or" after the reference to "Couponholders" in the last line of sub paragraph (b)(iii) and inserting thereafter the following as a new sub paragraph (b)(iv):

"(iv) any modification of the Notes of a Series after the Issue Date required in connection with the listing of such Notes on any stock exchange.".

ANNEX TO CREDIT LINKED CONDITIONS
FORM OF ASSET TRANSFER NOTICE

[**Aggregate Principal Amount of Tranche**] **Credit Linked Notes** (**the** "**Notes**") **due** [•] **linked to** [**name of Reference Entity**]

When completed, this Asset Transfer Notice should be delivered (i) if the Notes are represented by a Global Note, to Euroclear or Clearstream, Luxembourg, in such manner is acceptable to them with a hardcopy to the Registrar (if the Notes are Registered Notes), the Principal Paying Agent, the Issuer and any Delivery Agent ("Global Note Notice") or (ii) if the Notes are represented by a definitive Note, in writing along with the relevant Notes** to the Registrar (if the Notes are Registered Notes) or any Paying Agent (if the Notes are Bearer Notes) with a hardcopy to the Principal Paying Agent, the Issuer and any Delivery Agent ("Definitive Note Notice").

[To:	Euroclear Bank SA/N.V.	or:	Clearstream, Luxembourg
	as operator of the Euroclear System		67 Boulevard Grande-Duchesse
	Boulevard du Roi Albert II, no 1		Charlotte
	B-1210 Brussels		Luxembourg-Ville
	Belgium		L-1010 Luxembourg][1]
[To:	HSBC Bank plc (the "**ICSD Registrar**")]	or:	[HSBC Bank plc (the "**Paying Agent**")]
	8 Canada Square		8 Canada Square
	London		London
	E14 5HQ		E14 5HQ
Tel:	[•]	Tel:	[•]
Fax:	[•]	Fax:	[•]
Attention:	[•]	Attention:	[•]
		or:	
		[•]][2]	

Copy: HSBC Bank Middle East Limited (the "**Issuer**")

[HSBC Bank plc, ["**ICSD Registrar**"]/["**Principal Paying Agent**"]

1 *Delete if completing Definitive Note Notice.*

2 *Delete if completing Global Note Notice.*

Tel: [•]

Fax: [•]

Attention: [•]

Copy: [•] (the "**Delivery Agent**")

[•]

Tel: [•]

Fax: [•]

Attention: [•]]

** The Registrar or Paying Agent with whom any definitive Notes are deposited will not in any circumstances be liable to the depositing Noteholder or any other person for any loss or damage arising from any act, default or omission of such Registrar or Paying Agent in relation to the said definitive Notes or any of them. Notwithstanding the deposit of any Notes with the Registrar or Paying Agent, the Registrar or Paying Agent, as applicable, acts solely as an agent of the Issuer and/or the Trustee and will not assume any obligation or responsibility towards or relationship of agency or trust for or with any of the owners or holders of the Notes, Receipts, Coupons or Talons or any other third party.

Expressions defined in the Conditions of the Notes (the "**Conditions**") shall bear the same meanings herein. Failure to properly complete and deliver this Asset Transfer Notice as provided in the Conditions may result in this Asset Transfer Notice being treated as null and void.

Reference is made to the [Notice of Physical Settlement Notice][Physical Settlement Amendment Notice]* of [*insert date of notice*] and the Entitlement to be delivered pursuant to the Physical Settlement of [the Notes in part][the Notes]*.

2. **Name(s) and Address(es) of** [**Accountholder[3]/Noteholder[4]**]

[*insert details*]

3. **Request and confirmation**

I/We*, the [Accountholder[3]/Noteholder[4]] specified in 1 above, being the holder of [•] in aggregate nominal amount of the Note(s), hereby:

(i) request that the Issuer delivers the Entitlement(s) to which I am/we are* entitled in relation to such Note(s), all in accordance with the Conditions; and,

(ii) confirm that I/we* have requested [Euroclear/Clearstream, Luxembourg][other relevant clearing system]* to block my/our* account.

4. [**Instructions to** [**Euroclear**][**Clearstream**, **Luxembourg**]*]**3**

[The Entitlement to be delivered comprises Deliverable Obligations that are deliverable through [Euroclear/Clearstream, Luxembourg]* and I/we* hereby irrevocably authorise and instruct [Euroclear][Clearstream, Luxembourg][other relevant clearing system]* to deliver the Entitlement to the following account:

3 *Delete if completing Definitive Note Notice.*

4 *Delete if completing Global Note Notice.*

At: [•]

Swift: [•]

ABA: [•]

Beneficiary: [•]

Swift: [•]

Account Number: [•]

[The Entitlement to be delivered comprises Deliverable Obligations that are not deliverable through [Euroclear/Clearstream, Luxembourg]* and I/we* hereby irrevocably authorise and instruct the Issuer to deliver such Deliverable Obligations in accordance with the following instructions, subject to my/our* production to the Issuer's satisfaction in its sole and absolute discretion of all necessary consents or authorisations (including but not limited to those requested or required by any applicable designee) with respect thereto as requested by the Issuer:

[*insert alternative delivery instructions*]]*

5. **Name and address of person from whom details may be obtained for the delivery of the Entitlement**

[insert details]

6. [**Notes Account at relevant Clearing System**]**3**

My/Our* Notes accounts with [insert name of relevant Clearing System, if applicable] is:

[Euroclear/Clearstream, Luxembourg]*

No:

Name:

I/We* hereby irrevocably authorise [Euroclear/Clearstream, Luxembourg]* to debit the Notes referred to above from the account referred to above on or before the Credit Settlement Date if the Delivery of the relevant Entitlement represents the final settlement due in respect of the Notes.]

7. **Expenses**

I/We* hereby irrevocably undertake to pay all Expenses in respect of the Entitlement [and irrevocably authorise Euroclear/Clearstream, Luxembourg* to debit my/our* specified account at Euroclear/Clearstream, Luxembourg* in respect thereof and to pay such Expenses].

8. **Noteholders** [**Euroclear/Clearstream**, **Luxembourg**]*** account for payment of any cash amount payable in accordance with the Conditions**

I/We* hereby instruct that any cash amount payable to me/us* in accordance with the Conditions shall be credited to the [Euroclear/Clearstream, Luxembourg]* account referred to below:

Account:

No:

Name:

[Name and address of bank or institution at which such account is held:

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* *Delete as applicable.*

[*insert details*]][4]

9. **Authorisation of production in proceedings**

I/We* hereby authorise the production of this Asset Transfer Notice in any administrative or legal proceedings instituted in connection with the Note(s) to which this Asset Transfer Notice relates.

10. **Governing law and jurisdiction**

This Asset Transfer Notice and any non-contractual obligations arising out of or in connection herewith shall be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes or any non-contractual obligation which may arise out of or in connection with this Asset Transfer Notice or the Note(s) and, for these purposes, each of the Noteholder and the Issuer irrevocably submits to the jurisdiction of the courts of England.

Date ....

PRO FORMA PRICING SUPPLEMENT

PRICING SUPPLEMENT

Pricing Supplement dated [ ]

Series No.: [ ]

Tranche No.: [ ]

HSBC Bank Middle East Limited

U.S.$ 7,000,000,000 Debt Issuance Programme

Issue of

[Aggregate Principal Amount of Tranche]

[Title of Notes]

[**MiFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET –** Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][5]

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS –** 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 retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; (ii) a customer within the meaning of Directive 2002/92/EC (as amended) ("**IMD**"), 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 Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). 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 retail investor in the EEA may be unlawful under the PRIIPs Regulation.][6]

PART A — CONTRACTUAL TERMS

This document constitutes the Pricing Supplement relating to the issue of the Tranche of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Information Memorandum dated 12 July 2018 in relation to the above

[5] *Include where any dealer is a distributor for the purposes of the MiFID II Product Governance Rules.*

[6] *Include where Part B item 6(vi) of the Pricing Supplement specifies "Applicable".*

Programme (the "**Information Memorandum**") [and the supplement[s] thereto dated [•][7]]. This document constitutes the Pricing Supplement in respect of the Notes described herein for the purpose of the Information Memorandum and must be read in conjunction with such Information Memorandum. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Information Memorandum.

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the [prospectus / information memorandum] dated [•] [and the supplemental prospectus dated [•]] and incorporated by reference into the Information Memorandum dated 12 July 2018 in relation to the above Programme (the "**Information Memorandum**") and which are applicable to the Notes. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Information Memorandum.

[*Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.*]

1.	(i)	Issuer:	HSBC Bank Middle East Limited
	(ii)	Arranger(s):	HSBC Bank plc
2.	(i)	Series number:	[•]
	(ii)	Tranche number:	[•]
	[*(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)*.]		
3.	Specified Currency or Currencies:		
	(i)	of denomination:	[•]
	(ii)	of payment	[•]
4.	Aggregate Principal Amount of Notes admitted to trading:		[•]
	[(i)]	Series:	[•]
	[(ii)	Tranche	[•]]
5.	(i)	Issue Price:	[•] per cent. of the Aggregate Principal Amount [plus accrued interest from [*interest*

7 *Only include details of supplemental prospectus in which the Conditions and/or the form of Pricing Supplement have been amended for the purposes of all issues under the Programme.*

		payment date] (*In the case of fungible issues only, if applicable*)]
	(i) Commission payable:	[[•] per cent./None]
	(ii) Selling concession:	[[•] per cent./None]
6.	(i) Denomination(s):	[[USD][EUR][•]] [[specify currency] [specify amount]] [and integral multiples of [USD] [EUR] [specify amount] thereafter] [(Note: Minimum denomination to be at least EUR 100,000 or equivalent)]
	(*Condition 1(f)*)	
	(ii) Calculation Amount[8]:	[•]
7.	(i) Issue Date:	[•]
	(ii) Interest Commencement Date:	[*specify*/Issue Date/Not Applicable]
8.	Maturity Date: (*Condition 6(a)*)	[*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*.]
		[*If Index-Linked provisions apply please add:* or, if later, the [fifth/*specify*] Business Day following the [Valuation *Date/specify*] [adjusted in accordance with [*specify*] [Business Day Convention and any applicable Business Centre(s)] for the definition of "**Business Day**"]]
[***Option: to use for 2014 Credit-Linked Notes***:		[[*insert date*] (the "**Scheduled Maturity Date**"), subject as provided in the Credit Linked Conditions [and to adjustment in accordance with the [*insert*] Business Day Convention].]
		[*For Basket Credit Linked Notes*:
		The later of:
		(a) the day falling [five] [*specify*] Business Days following (i) the calculation of the Final Price or (ii) the Auction Final Price Determination Date (or, if later, the

8 *The applicable Calculation Amount (which is used for the calculation of redemption and interest amounts (if any)) will be (i) if there is only one Denomination, the Denomination; or (ii) if there are several Denominations, the highest common factor of those Denominations. Note that a Calculation Amount of less than 1,000 units of the relevant currency may result in practical difficulties for Paying Agents and/or ICSDs who should be consulted if such an amount is proposed.*

related Auction Settlement Date) in respect of each Reference Entity for which a Credit Event Determination Date has occurred; and

(b) [*insert date*] (the "**Scheduled Maturity Date**"), subject as provided in the Credit Linked Conditions [and to adjustment in accordance with the [*insert*] Business Day Convention].] ***end of Option for such Credit-Linked Notes]***

9.	Interest basis: (*Conditions 3 to 5*)	[[•] per cent Fixed Rate]
	[Option: For Currency-Linked Notes, also add	
		[The Notes are Currency-Linked Notes:
	(i) Specified Currency:	[•]
	(ii) Specified Currency Jurisdiction:	[•]
	(iii) [First] Reference Currency:	[•]
	(iv) [First] Reference Jurisdiction:	[•]
	(v) [Second] Reference Currency:	[•]
	(vi) [Second] Reference Currency Jurisdiction	[•]]
		- end of Option for Currency-Linked Notes]
		[[*Specify reference rate*] +/- [•] per cent. Floating Rate]
		[Variable Coupon Amount Notes]
		[Zero Coupon Notes]
		[Index-Linked Notes]
		[other (*specify*)]
		(further particulars specified below)
10.	Redemption basis: *(Condition 6)*	[Redemption at par]
	[Option: For Currency-Linked Notes, also add	

			[The Notes are Currency-Linked Notes:
	(i)	Specified Currency:	[•]
	(ii)	Specified Currency Jurisdiction:	[•]
	(iii)	[First] Reference Currency:	[•]
	(iv)	[First] Reference Jurisdiction:	[•]
	(v)	[Second] Reference Currency:	[•]
	(vi)	[Second] Reference Currency: Jurisdiction	[•]]
			end of Option for Currency-Linked Notes
			[Equity/Index-Linked Redemption]
			[Currency-Linked Redemption]
			[Credit-Linked Redemption]
			[Dual Currency]
			[Partly Paid]
			[Instalment]
			[other *(specify)*]
11.	Change of interest or redemption basis:		[*specify details of any probision for convertibility of Notes to another interest or redemption payment basis*] [Not Applicable]
12.	Put/Call options:		[Condition 6[(c)][(d)] will apply as specified below] [Not Applicable]
13.	(i)	Status of the Notes: (Condition 2)	[Not Subordinated Notes/Subordinated Notes]
	(ii)	Date [Board] approval for issuance of Notes obtained:	[•] [and [•]; respectively]] (*N.B. only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)] [Not Applicable]
14.	Additional U.S. federal income tax considerations:		[Not applicable/give details] [The Notes are [not] Section 871(m) Notes for the purpose of Section 871(m).] The [Dividend Withholding] [Issuer Withholding] approach shall apply to the Notes. For further information, see "*Taxation – United States Taxation – Withholding on Dividend Equivalent Payments*" in the Information

		Memorandum. [The following dividend equivalent amounts are to be treated as being reinvested during the term of the Notes, less a withholding on such amounts at a rate of [ ] per cent. (as of the Issue Date), which shall be treated for U.S. federal income tax purposes as having been withheld from payments due to the holders of the Notes: [ ]]. Additional information regarding the application of Section 871(m) to the Notes will be available from the Issuer. Investors should submit any requests for additional information to the Issuer via their custodians.][9]
15.	Method of distribution:	[Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16.	**Fixed Rate Note provisions:**		[Applicable/Not Applicable]
	(*Condition 3*)		[(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)]
	(i)	Rate(s) of Interest:	[•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]
	(ii)	Interest Payment Date(s):	[dd/mm, dd/mm, dd/mm and dd/mm] in each year from (and including) the first Interest Payment Date to (and including) [the Scheduled Maturity Date]/[the Interest Payment Date falling on [•] [adjusted in accordance with [*specify*] [Business Day Convention and any applicable Business Centre(s)] for the definition of "Business Day"]] / [not adjusted]

[***Option: for 2014 Credit-Linked Notes add***:

	[dd/mm, dd/mm, dd/mm and dd/mm] in each year from (and including) the first Interest Payment Date to (and including) the Scheduled Maturity Date, in each case subject as provided in the Credit Linked Conditions [and adjusted in accordance with [*specify*] [Business Day Convention and any

[9] *The Notes should not be Section 871(m) Notes, if they (i) do not reference any U.S. equity or any index that contains any U.S. equity (ii) reference indices considered to be "qualified indices" for purposes of Section 871(m) or (iii) are Non-Delta-One Notes and are issued prior to 1 January 2018. Delta-One Notes and Non-Delta-One Notes issued on or after 1 January 2018 that reference a U.S. equity or index that contains any U.S. equity are subject to additional testing on a trade-by-trade basis to determine whether they are subject to U.S. federal withholding tax under Section 871(m).*

			applicable Business Centre(s)] for the definition of "Business Day"]] / [not adjusted]. ***end of Option for such Credit-Linked Notes***]
	(iii)	First Interest Payment Date:	[•] [***Option: for 2014 Credit-Linked Notes add***: subject as provided in the Credit Linked Conditions. ***end of Option for such Credit-Linked Notes***]
	(iv)	Fixed Coupon Amount(s):	[[•] per Calculation Amount] [An amount per Calculation Amount equal to the product of: (i) the Calculation Amount (ii) the Rate of Interest; and (iii) the Day Count Fraction]
	(v)	Day Count Fraction:	[•] [30/360/Actual/Actual (ICMA/ISDA)/ Actual/365 (Fixed) /other (*specify*)]
	(vi)	[Determination Date:	[•] *in each year (insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon, N.B. only relevant where Day Count Fraction is Actual/Actual(ICMA).*)]
	(vii)	[Other terms relating to the method of calculating interest for Fixed Rate Notes:]	[Not Applicable / *give details*] (*Consider if day count fraction, particularly for Euro denominated issues, should be on an Actual/Actual basis*)
17.	**Floating Rate Note Provisions:**		[Applicable /Not Applicable]
	(*Condition 4*)		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	[Specified Period(s):	[Not Applicable / [•] months][10]]
	(ii)	Interest Payment Dates[11]:	[dd/mm, dd/mm, dd/mm and dd/mm] in each year from (and including) the first Interest Payment Date to (and including) [the Scheduled Maturity Date]/[the Interest Payment Date falling on [•][adjusted in accordance with [*specify*] [Business Day Convention and any applicable Business Centre(s)] for the definition of "Business Day"]] / [not adjusted]

10 *Specified Period only applicable if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and should specify a number of months.*

11 *Note: Only applicable if the Business Day Convention is NOT the FRN Convention, Floating Rate Note Convention or Eurodollar Convention.*

(iii)	Reference Rate:	[•]

[***Option: for 2014 Credit-Linked Notes add***:

		[20 March, June, September and December] in each year, from (and including) [•] to (and including) the Scheduled Maturity Date, in each case subject as provided in the Credit Linked Conditions and to adjustment in accordance with the [*specify Business Day Convention*]. ***end of Option for such Credit-Linked Notes]***
(iv)	First Interest Payment Date:	[•] [***Option: for 2014 Credit-Linked Notes add***: subject as provided in the Credit Linked Conditions. ***end of Option for such Credit-Linked Notes***]
(v)	Business Day Convention:	[FRN Convention/Floating Rate Convention/Eurodollar Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
(vi)	Business Centre(s):	[Not Applicable/*give details*] [***Option: to use for 2014 Credit-Linked Notes***: See also the Schedule hereto. ***end of the Option for such Credit-Linked Notes***]
(vii)	Screen Rate Determination:	[Applicable / Not Applicable]
	(1) Relevant Screen Page:	[•]
	(2) Relevant Time:	[•]
	(3) Interest Determination Date:	[•]
	(4) Relevant Financial Centre:	[As per the Conditions] [•]
	(5) Reference Banks:	[As per the Conditions] [•] [Not Applicable]
	(6) Relevant Number of Quotations:	[As per the Conditions] [•] [Not Applicable]
	(7) Leading Banks:	[As per the Conditions] [•] [Not Applicable]
	(8) ISDA Determination for Fallback provisions:	[Applicable] [Not Applicable]
	(A) Floating Rate Option:	[•]

		(B)	Designated Maturity:	[•]
		(C)	Reset Date:	[•]
	(viii)	Alternative Reference Rate:		[Applicable] [Not Applicable]
		(1)	Alternative Pre-nominated Index	None
	(ix)	ISDA Determination		[Applicable / Not Applicable]
		(1)	Floating Rate Option	[•]
		(2)	Designated Maturity	[•]
		(3)	Reset Date	[•]
	(x)	Interest Determination Date(s):		[•]
	(xi)	Linear Interpolation:		[Not Applicable]/[Applicable – the Rate of Interest for the Interest Period ending on the Interest Payment Date falling in [ ] shall be calculated using Linear Interpolation] [***Option: for 2014 Credit-Linked Notes add***: [Not Applicable]/[Applicable – the Rate of Interest for the Interest Period ending on the Interest Payment Date falling in [ ] [and] [the First Additional Libor Period] shall be calculated using Linear Interpolation. ***end of Option for such Credit-Linked Notes***]
	(xii)	Margin(s):		[[+/–] [•] per cent. per annum]
	(xiii)	Day Count Fraction:		[•]
	(xiv)	Relevant Time:		[•]
	(xv)	Minimum Rate of Interest:		[•] per cent. per annum
	(xvi)	Maximum Rate of Interest:		[•] per cent. per annum
	(xvii)	Rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:		[•]
18.	**Zero Coupon Note provisions**:			[Applicable/Not Applicable]
	(*Condition 5*)			(*If not applicable, delete the remaining sub-paragraphs of this paragraph*).

	(i)	Amortisation Yield:	[•] per cent. per annum
	(ii)	Rate of interest on overdue amounts:	[•]
	(iii)	Redemption formula:	[•]
19.	**Dual Currency Note provisions:**		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Specified Currencies:	[•]
	(ii)	Exchange rate(s):	[*give details*]
	(iii)	Provisions applicable where calculation by reference to Exchange Rate impossible or impracticable:	[*Need to include a description of market disruption or settlement disruption events and adjustment provisions.*]
20.	**Variable Coupon Amount Note /Index-Linked Note/Equity-Linked Note/Cash Equity Notes/other variable-linked interest Note provisions**:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Index/formula/other variable:	[*give or annex details – if appropriate, cross-refer to the definition of Valuation Date in paragraph 33 below*]
	(ii)	Calculation Agent responsible for calculating the interest due:	HSBC Bank plc, 8 Canada Square, London E14 5HQ
	(iii)	Provisions for determining interest where calculated by reference to index and/or formula and/or other variable:	[•]
	(iv)	Provisions for determining interest where calculation by reference to index and/or formula and/or other variable is impossible or impracticable or otherwise disrupted:	[•][See Condition 20 and paragraph 33 below] [*If Condition 20 and paragraph 33 do not apply, need to include a description of market disruption or settlement disruption events and adjustment provisions and the definition of Valuation Date*]
	(v)	Interest or calculation period(s):	[•]
	(vi)	Interest Payment Dates:	[•]
	(vii)	Business Day Convention:	[Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
	(viii)	Business Centre(s)	[•]
	(ix)	Minimum Rate/Amount of Interest:	[•] per cent. per annum

	(x)	Maximum Rate/Amount of Interest:	[•] per cent. per annum
	(xi)	Day Count Fraction:	[•]
	(xii)	Valuation Date:	[Not Applicable / *specify*]

[*Option 1 – for Notes generally* — PROVISIONS RELATING TO REDEMPTION

21.	**Issuer's optional redemption (Call):**		[Applicable/Not Applicable]
	(*Condition 6(c)*)		(*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)
	(i)	Redemption amount (Call):	[*specify – if not par, also specify details of any formula*] per Calculation Amount
	(ii)	Series redeemable in part:	[*specify – otherwise redemption will only be permitted of entire Series*] per Calculation Amount
	(iii)	Call option date(s):	[*specify*]
	(iv)	Call option period:	[As per Condition 6(c) / *specify*]
22.	**Noteholder's optional redemption (Put):**		[Applicable/Not Applicable]
	(*Condition 6(d)*)		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Redemption amount (Put):	[*specify – if not par, also specify details of any formula*] per Calculation Amount
	(ii)	Put option date(s):	[*specify*]
	(iii)	Put option period:	[As per Condition 6(d)/ *specify*]
23.	**Final redemption amount of each Note:** (*Condition 6(a)*)		[*specify – if not par, also specify details of any formula*] per Calculation Amount
24.	**Final redemption amount of each Note in cases where the Final redemption amount is linked to an index, a formula or other variable:**		[Not Applicable/[•] per Calculation Amount]
	(Condition 6(h))		
	(i)	Index/formula/other variable:	[*give or annex details*]
	(ii)	Calculation Agent responsible for calculating the final redemption amount:	HSBC Bank plc, 8 Canada Square, London E14 5HQ
	(iii)	Provisions for determining final redemption amount where calculated	[*For Currency-Linked or Equity-Linked Notes*: See Condition 20 and paragraph 33

		by reference to an index and/or formula and/or other variable:	below]][*If Condition 20 and paragraph 33 do not apply, need to include a description of market disruption or settlement disruption events and adjustment provisions*]
	(iv)	Determination Date(s):	[•]
	(v)	Provisions for determining final redemption amount where calculation by reference to index and/or formula and/or other variable is impossible or impracticable or otherwise disrupted:	[•]
	(vi)	Payment Date:	[•]
	(vii)	Minimum final redemption amount:	[•]
	(viii)	Maximum final redemption amount:	[•]
25.	**Instalment Notes**:		[*specify*]
	(*Condition 6(a)*)		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Instalment Amounts:	[•]
	(ii)	Dates for payment of Instalments:	[•]
26.	**Early redemption amount**:		Yes
	(i)	Early redemption amount (upon redemption for taxation reasons, force majeure, illegality or following an Event of Default) (*Conditions 6(b), 6(i) and 10*)	[At par]/[•] per Calculation Amount]/[In the event of early redemption for taxation reasons, a force majeure event, illegality or following an event of default, the aggregate amount payable by the Issuer in respect of principal and interest on the Notes upon such early redemption shall be the amount which the Calculation Agent in its absolute discretion and in good faith determines to be the fair market value of the Notes immediately prior to the date on which such early redemption occurs, reduced as so determined by the Calculation Agent to account fully for any reasonable expenses and costs to the Issuer of unwinding any underlying and/or related hedging and funding arrangements.] / [*specify other*]
	(ii)	Other redemption provisions: (*Condition 6(h)*)	[*specify*]

end of Option 1 – for Notes generally]

[*Option 2 for Currency-Linked Notes:* PROVISIONS RELATING TO REDEMPTION

20.	**Issuer's optional redemption (Call):**	[Applicable/Not Applicable]
	(*Condition 6(c)*)	(*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)
	(i) Redemption amount (Call):	[*specify – if not par, also specify details of any formula*] per Calculation Amount
	(ii) Series redeemable in part:	[*specify – otherwise redemption will only be permitted of entire Series*] per Calculation Amount
	(iii) Call option date(s):	[*specify*]
	(iv) Call option period:	[As per Condition (c) / *specify*]
21.	**Noteholder's optional redemption (Put):**	[Applicable/Not Applicable]
	(*Condition 6(d)*)	(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Redemption amount (Put):	[*specify – if not par, also specify details of any formula*] per Calculation Amount
	(ii) Put option date(s):	[*specify*]
	(iii) Put option period:	[As per Condition (d) / *specify*]
22.	**Final redemption amount of each Note:**	[*specify – if not par, also specify details of any formula*] per Calculation Amount
	(*Condition 6(a)*)	
23.	**Final redemption amount of each Note in cases where the Final redemption amount is linked to an index, a formula or other variable:**	[Not Applicable/Applicable]
	(Condition 6(h))	
	(i) Index/Formula/other variable:	The [*Specified Currency/First Reference Currency*] Exchange Rate and the [*Specified Currency/Second Reference Currency*] Exchange Rate
	(ii) Calculation Agent responsible for calculating the final redemption amount:	HSBC Bank plc, 8 Canada Square, London E14 5HQ
	(iii) Provisions for determining final redemption amount where calculated	

by reference to index and/or formula and/or other variable:

[Option 2(A): where Currency-Linked Notes are linked to one exchange rate

[If, in the determination of the Calculation Agent, the final [*Specified Currency/Reference Currency*] Exchange Rate is less than or equal to [*specify rate*], then each Note will redeem on the Maturity Date at [par] [•]

If, in the determination of the Calculation Agent, the Final [*Specified Currency/Reference Currency*] Exchange Rate is greater than [*specify rate*], then each Note will redeem on the Maturity Date at an amount determined on the Fixing Date by the Calculation Agent in accordance with the following formula:

[Denomination x [*specify number*] — ([*specify number*] x (Final [*Specified Currency/Reference Currency*] Exchange Rate / [*specify number*]))],]

provided, **however**, **that** the final redemption amount shall never be less than zero.

For the purposes hereof:

"**Fixing Date**" means [*specify date*], or, if the [Maturity Date] is not a Currency Business Day in each Reference Currency Jurisdiction, the next following day which is a Currency Business Day in each Reference Currency Jurisdiction, as determined by the Calculation Agent.

"**Final [*Specified Currency/Reference Currency*] Exchange Rate**" means the [*Specified Currency/Reference Currency*] exchange rate (expressed as a number of [*Reference Currency*] per [*Specified Currency*] 1.00) as observed by HSBC Bank plc as Calculation Agent on [*specify Page*] at [*specify time*] ([London] time) on the Fixing Date, as determined by the Calculation Agent;

"**[*Specified Currency/Reference Currency*] Exchange Rate**" means the [*Specified Currency/Reference Currency*] exchange rate (expressed as a number of [*Reference Currency*] per [*Specified Currency*] 1.00) as observed by HSBC Bank plc as Calculation Agent on [*specify page*] at [*specify time*] ([London] time) on the Fixing Date as determined by the Calculation Agent acting in good faith.] ***end of Option 1(A)]***

[*Option 2(B) where Currency-Linked Notes are linked to two exchange rates*

Unless previously redeemed, or purchased and cancelled in accordance with the Conditions, the final redemption amount payable by the Issuer in respect of each Note on the Maturity Date shall be an amount in [*Specified Currency*] determined on the Fixing Date by the Calculation Agent in accordance with the following formula:

[Denomination + [*specify percentage*] per cent. x Max (0, [*Second Reference Currency Performance as defined below*], [*First Reference Currency Performance as defined below*)]]

where:

"**Fixing Date**" means [*specify date*], or, if the [Maturity Date] is not a Currency Business Day in each Reference Currency Jurisdiction, the next following day which is a Currency Business Day in each Reference Currency Jurisdiction, as determined by the Calculation Agent.

"**Final EUR/[*Second Reference Currency*] Exchange Rate**" means the EUR/[*Second Reference Currency*] exchange rate (expressed as a number of [*Second Reference Currency*] per EUR 1.00), as observed by HSBC Bank plc as Calculation Agent on [*specify page*] at [*specify time*] ([London] time) on the Fixing Date;

"**Final EUR/[*First Reference Currency*] Exchange Rate**" means the EUR/[*First Reference Currency*] exchange rate (expressed as a number of [*First Reference Currency*] per EUR 1.00), as observed by HSBC Bank plc as Calculation Agent on [*specify page*] at [*specify time*] ([London] time) on the Fixing Date;

"**Final EUR/USD Exchange Rate**" means the EUR/USD exchange rate (expressed as a number of USD per EUR 1.00), as observed by HSBC Bank plc as Calculation Agent on [*specify page*] at [*specify time*] ([London] time) on the Fixing Date;

"**Final USD/[*Second Reference Currency*] Exchange Rate**" means the USD/[*Second Reference Currency*] exchange rate (expressed as an amount of [*Second Reference Currency*] per USD 1.00) as determined by HSBC Bank plc as Calculation Agent by dividing the Final USD/[*Second Reference Currency*] Exchange Rate by the Final EUR/USD Exchange Rate;

"**Final USD/[*First Reference Currency*] Exchange Rate**" means the USD/[*First Reference Currency*] exchange rate (expressed as an amount of [*First Reference Currency*] per USD 1.00) as determined by HSBC Bank plc as Calculation Agent by dividing the Final EUR/[*First Reference Currency*] Exchange Rate by the Final EUR/USD Exchange Rate;

"**Initial USD/[*Second Reference Currency*] Exchange Rate**" means [*Second Reference Currency*] [*specify amount*] per USD 1.00;

"**Initial USD/[*First Reference Currency*] Exchange Rate**" means [*First Reference Currency*] [*specify amount*] per USD 1.00;

"[***Second Reference Currency***]" means the lawful currency of [*specify jurisdiction*];

"[***Second Reference Currency Performance***]" means an amount determined by the Calculation Agent in accordance with the following formula:

[(Initial USD/[*Second Reference Currency*] Exchange Rate — Final USD/[*Second Reference Currency*] Exchange Rate)/Final USD/[*Second Reference Currency*] Exchange Rate.]

"[***First Reference Currency***]" means the lawful currency of [*specify jurisdiction*]; and

		"[***First Reference Currency Performance***]" means an amount determined by the Calculation Agent in accordance with the following formula:
		[(Initial USD/[*First Reference Currency Performance*] Exchange Rate — Final USD/[*First Reference Currency Performance*] Exchange Rate/Final USD/[*First Reference Currency Performance*] Exchange Rate.] ***end of Option 1(A)]***
(iv)	Determination Date(s):	The Fixing Date
(v)	Provisions for determining final redemption amount where calculation by reference to formula and/or other variable is impossible or impracticable or otherwise disrupted:	If any relevant exchange rate is not displayed on any of the specified Reuters Screen at the specified time on the Fixing Date, the Calculation Agent will determine the relevant exchange rate in its sole and absolute discretion, acting in good faith.
(vi)	Payment Date	The Maturity Date
(vii)	Minimum final redemption amount	Redemption at par
(viii)	Maximum final redemption amount:	Not Applicable

24. **Instalment Note Provisions**

Instalment Notes:		[Applicable / Not Applicable]
(*Condition 6(a)*)		[(*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)]
(i)	Instalment Amounts:	The Notes shall be redeemed in [*specify number*] instalments, each payable on an Instalment Payment Date as defined in (ii) below. The Instalment Amount payable on an Instalment Payment Date in respect of each Note shall be the sum of:
		(a) an amount in [*Reference Currency*] determined by the Calculation Agent in accordance with the following formula:
		(Denomination/[*specify number equal to number of Observation Periods*] x Conversion Strike x (n/N); and

(b) an amount in USD determined by the Calculation Agent in accordance with the following formula:

Denomination/[*specify number*] x (1 — (n/N)).

For these purposes:

"**Conversion Strike**" means [*specify rate, as a number of Units of Reference Currency per 1 Unit of Specified Currency*];

"**Knock-Out Barrier**" means [*specify rate, as a number of Units of Reference Currency per 1 Unit of Specified Currency*];

"**n**" means, in respect of an Observation Period, the total number of Relevant Observation Windows during such Observation Period;

"**N**" means, in respect of an Observation Period, the total number of Observation Windows during such Observation Period;

"**Observation Period**" means (a) in respect of Instalment Payment Date 1 the period from and including [*specify time*] on [*specify date*] to but excluding [*specify time*] on [*specify date*] ("**Observation Period 1**"), (b) in respect of Instalment Payment Date 2 the period from and including [*specify time*] on [*specify date*] to but excluding [*specify time*] on [*specify date*] ("**Observation Period 2**"), (c) in respect of Instalment Payment Date 3 the period from and including [*specify time*] on [*specify date*] to but excluding [*specify time*] on [*specify date*] ("**Observation Period 3**"), and (d) in respect of Instalment Payment Date 4 the period from and including [*specify time*] on [*specify date*] to but excluding [*specify time*] on [*specify date*] ("**Observation Period 4**");

"**Observation Window**" means the following periods: [specify];

"**Relevant Observation Window**" means an Observation Window during which the [*Specified Currency/Reference Currency*] Exchange Rate is greater than the Knock-Out

Barrier at all times during such Observation Window, as determined by the Calculation Agent;

"**Spot Market**" means the global spot foreign exchange market which, for these purposes, shall be treated as being open continuously from [5.00 a.m. Sydney time] on a Monday in any week to [5.00 p.m. New York time] on the Friday of such week; and

"**[*Specified Currency/Reference Currency*] Exchange Rate**" means the spot exchange rate for [*Specified Currency/Reference Currency*] (expressed as a number of [*Reference Currency*] per [*Specified Currency*] 1.00) prevailing in the Spot Market as determined by the Calculation Agent.

(ii)	Dates for payment of Instalments:	[*Specify date*] ("**Instalment Payment Date 1**"), [*specify date*] ("**Instalment Payment Date 2**"), [*specify date*] ("**Instalment Payment Date 3**") and [*specify date*] ("**Instalment Payment Date 4**"), together with Instalment Payment Date 1, Instalment Payment Date 2 and Instalment Payment Date 3, the "**Instalment Payment Dates**" and each an "**Instalment Payment Date**").

25. **Early redemption amount**: Yes

Early redemption amount (upon redemption for taxation reasons, force majeure, illegality or following an Event of Default):

(*Conditions 6(b), 6(i) or 10*)

[In the event of early redemption for taxation reasons, a force majeure event, illegality or following an event of default, the aggregate amount payable by the Issuer in respect of principal and interest on the Notes upon such early redemption shall be the amount which the Calculation Agent in its absolute discretion and in good faith determines to be the fair market value of the Notes immediately prior to the date on which such early redemption occurs, reduced as so determined by the Calculation Agent to account fully for any reasonable expenses and costs to the Issuer of unwinding any underlying and/or related hedging and funding arrangements.] / [*specify other*]

***end of Option 2 for Currency-Linked Notes*]**

[*Option 3 for Credit-Linked Notes:* PROVISIONS RELATING TO REDEMPTION

20.	**Issuer's optional redemption (Call)**: (*Condition 6(c)*)	Not Applicable.
21.	**Noteholder's optional redemption (Put):** (*Condition 6(d)*)	Not Applicable
22.	**Final redemption amount of each Note**: (*Condition 6(a)*)	***[Option: for 2014 Credit-Linked Notes add:*** [[•] per Calculation Amount] [Each Note's pro rata share of the Aggregate Principal Amount] [As per Credit Linked Condition 5 (*Include for Basket Credit Linked Notes)] [specify – if not par, also specify details of any formula*] ***end of Option for such Credit-Linked Notes***]
23.	**Final redemption amount of each Note in cases where the final redemption amount is other variable linked**:	Not Applicable
24.	**Instalment Notes**: (*Condition 6(a)*)	[Not Applicable] [***Option: for Basket Credit Linked Notes:*** See Credit Linked Condition 5(a)(i). ***end of Option for such Credit-Linked Notes***]
25.	**Early redemption amount**:	Yes
	(i) Early redemption amount (upon redemption for taxation reasons, force majeure, illegality or following an Event of Default) *(Condition 6(b), 6(i) and Condition 10)*:	[In the event of early redemption for taxation reasons, a force majeure event, illegality or following an event of default, the aggregate amount payable by the Issuer in respect of principal and interest on the Notes upon such early redemption shall be the amount which the Calculation Agent in its absolute discretion and in good faith determines to be the fair market value of the Notes immediately prior to the date on which such early redemption occurs, reduced as so determined by the Calculation Agent to account fully for any reasonable expenses and costs to the Issuer of unwinding any underlying and/or related hedging and funding arrangements.] / [*specify other*]

[***Option: for 2014 Credit-Linked Notes add***:

26. **Credit Linked Redemption**:

(i)	Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version):	Applicable
(ii)	Type of Credit Linked Notes:	[Single Reference Entity Credit Linked Notes][Basket Linked Credit Linked Notes [where Credit Event Maturity Settlement applies]
(iii)	Unwind Costs:	[Applicable: [Standard Unwind Costs][Zero Unwind Costs][*specify*]][Not Applicable]
(iv)	Settlement Method:	Cash Settlement ***[Alternative options for Single Reference Entity Credit Linked Notes:*** [Auction Settlement][Physical Settlement] ***end of alternative options of such Credit Linked Notes]*** ***[Alternative option for Basket Credit Linked Notes:*** [Auction Settlement] ***end of alternative options of such Credit Linked Notes]***
(v)	Basket Credit Linked Terms:	[Applicable][Not Applicable] [*If applicable, insert:* Partial Physical Settlement: Not Applicable Credit Event Amount: An amount equal to the Credit Event Redemption Amount as set out in the Credit Linked Conditions, for the purposes of which: (i) a Credit Event Determination Date will be deemed to have occurred with respect to all Reference Entities on the same date as the Credit Event Determination Date which had occurred in respect of the affected Reference Entity; (ii) Expenses shall be calculated as if Condition 2(a)(ii) had applied in respect of each Reference Entity [*If Auction Settlement applies, insert*: and (iii) the applicable Settlement Method in respect of a Reference Entity which is not the affected Reference Entity will be deemed to have been Cash Settlement] Original Notional Amount: [*specify*]
(vi)	Trade Date:	[*specify*]
(vii)	Calculation Agent City:	[*specify*]

(viii)	Reference Entity(ies):	[*specify*][See the Schedule hereto]
(ix)	Transaction Type:	[Not Applicable][*specify*][See the Schedule hereto] [*If a Transaction Type and Standard Terms applies, insert:* The "**Standard Terms**" in respect of a Reference Entity will be the standard terms set out in the Credit Derivatives Physical Settlement Matrix dated [*insert date*] as published by ISDA on its website at www.isda.org, in relation to the Transaction Type for such Reference Entity]
(x)	Reference Entity Notional Amount:	[*specify in respect of each Reference Entity*][See the Schedule hereto]
(xi)	Reference Obligation(s):	[Applicable][Not Applicable] [Senior Level/Subordinated Level]
	Standard Reference Obligation:	[Applicable][Not Applicable] (*Note: Standard Reference Obligation is Not Applicable to any Notes that are Standard Reference Obligation Only Notes*) ***[If Standard Reference Obligation is Applicable, insert:*** [Senior Level][Subordinated Level]**]**
	Non-Standard Reference Obligation:	[*If Reference Obligation is Not Applicable, insert:* Primary Obligor: [*specify*] Guarantor: [*specify*] Maturity: [*specify*] Coupon:[*specify*] CUSIP/ISIN: [*specify*] (*Note, only include if Standard Reference Obligation does not apply or Standard Reference Obligation applies but one has not yet been published and an Initial Non-Standard Reference Obligation is required until publication*)]
(xii)	All Guarantees:	[Applicable][Not Applicable][As per the Standard Terms]

(xiii)	Credit Events:	[As per the Standard Terms] [Bankruptcy] [Failure to Pay] [Grace Period Extension] [Applicable][Not Applicable] [If applicable: Grace Period: [*specify*][As set out in the Credit Linked Conditions] [Obligation Default] [Obligation Acceleration] [Repudiation/Moratorium] [Restructuring] [Provisions relating to Restructuring Credit Event: [Mod R/Mod Mod R] applicable]] [Provisions relating to Multiple Holder Obligation: Credit Linked Condition 15: [Not Applicable]] [Governmental Intervention]
	Default Requirement:	[*specify*] [As set out in Credit Linked Condition 13]
	Payment Requirement:	[*specify*] [As set out in Credit Linked Condition 13]
(xiv)	Financial Reference Entity Terms:	[Applicable][Not Applicable][As per the Standard Terms]
(xv)	Subordinated European Insurance Terms:	[Applicable][Not Applicable][As per the Standard Terms]
(xvi)	Credit Event Determination Date:	Notice of Publicly Available Information: [Applicable][Not Applicable] [*If Applicable:* Public Source(s): [*specify*] [As set out in Credit Linked Condition 13] Specified Number: [*specify*] [As set out in Credit Linked Condition 13]]
(xvii)	Obligation(s):	

	Obligation Category:	[As per the Standard Terms] [Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan] (*select one only*)
	Obligation Characteristics:	[As per the Standard Terms] [Not Subordinated] [Specified Currency: [*specify currency*/Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency: Domestic Currency means [*specify currency*]] [Not Domestic Law] [Listed] [Not Domestic Issuance] (*select all of which apply*)
(xviii)	Excluded Obligation(s):	[*specify*] [Not Applicable]
(xix)	Accrual of Interest upon Credit Event:	[Not Applicable] [Applicable – Credit Event Determination Date (*Note – not an option for Basket Credit Linked Notes*)] [Applicable – Scheduled Maturity Date]
(xx)	Reference Obligation Only Termination Amount:	[*specify*][Not Applicable] (*Only applicable for Reference Obligation Only Notes*)

Terms relating to Cash Settlement

(xxi)	Credit Event Redemption Amount:	[*specify*][As set out in Credit Linked Condition 13][Not Applicable]
(xxii)	Credit Event Redemption Date:	[As set out in Credit Linked Condition 13][*specify*][[*specify*] Business Days][Not Applicable]
(xxiii)	Valuation Date:	[Applicable][Not Applicable] [Single Valuation Date: Fixed Valuation Date: [Applicable] [Not Applicable] [I*f applicable*: [*specify*] Business Days]]] [Multiple Valuation Dates: Fixed Valuation Date: [Applicable] [Not Applicable]

		[*If applicable*: [*specify*] Business Days; and each [*specify*] Business Days thereafter; Number of Valuation Dates: [*specify*]]]]
(xxiv)	Valuation Time:	[*specify*][As set out in Credit Linked Condition 13]
(xxv)	Quotation Method:	[Bid][Offer][Mid-market][As set out in Credit Linked Condition 13] [Not Applicable]
(xxvi)	Quotation Amount:	[*specify*][Representative Amount][As set out in Credit Linked Condition 13] [Not Applicable]
(xxvii)	Minimum Quotation Amount:	[*specify*] [As set out in Credit Linked Condition 13] [Not Applicable]
(xxviii)	Quotation Dealers:	[ABN Amro Bank NV Barclays Bank PLC BNP Paribas Citibank, N.A., London Branch Commerzbank AG Credit Suisse Securities (Europe) Limited Deutsche Bank AG, London Branch Goldman Sachs International HSBC Bank plc The Hongkong and Shanghai Banking Corporation Limited HSBC Bank Middle East Limited HSBC Bank USA, National Association J.P. Morgan Securities LLC Merrill Lynch International Morgan Stanley & Co. International plc Société Générale The Royal Bank of Scotland plc UBS AG]

		[*specify other*] [As set out in Credit Linked Condition 13] [Not Applicable]
(xxix)	Accrued Interest:	[Include Accrued Interest][Exclude Accrued Interest] [As set out in Credit Linked Condition 13] [Not Applicable]
(xxx)	Valuation Method:	[Market][Highest] [Average Market][Highest][Average Highest]
(xxxi)	Valuation Obligations:	
	Valuation Obligation Category:	[The Deliverable Obligation Category under the Standard Terms] [Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan][Not Applicable] (*select one only*)
	Valuation Obligation Characteristics:	[The Deliverable Obligation Characteristics under the Standard Terms] [Not Subordinated][Specified Currency: [*specify currency*/Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency: Domestic Currency means [*specify currency*]] [Not Domestic Law] [Not Domestic Issuance] [Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Transferable] [Listed] [*specify*]] [Maximum Maturity: [ ] years] [Accelerated or Matured] [Not Bearer][Not Applicable] (*select all of which apply*)
(xxxii)	Excluded Valuation Obligation(s):	[*specify*][Not Applicable]
(xxxiii)	Credit Event Maturity Settlement:	[Applicable] [Not Applicable] (*Note – this cannot apply for physical settlement Notes*)

Terms relating to Physical Delivery

(complete if Physical Delivery is the Settlement Method and as required for Substitute/Auction/Reference Transaction/Valuation Obligation purposes and elections)

(xxxiv)	Physical Settlement Period:	[[*specify*] Business Days][Not Applicable]
(xxxv)	Accrued Interest on Entitlement:	[Include Accrued Interest] [As set out in Credit Linked Condition 13] [Not Applicable]
(xxxvi)	Credit Settlement Currency:	[*specify*] [As set out in Credit Linked Condition 13] [Not Applicable]
(xxxvii)	Deliverable Obligations:	
	Deliverable Obligation Category:	[As per the Standard Terms] [Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan][Not Applicable] (*select one only*)
	Deliverable Obligation Characteristics:	[As per the Standard Terms] [Not Subordinated][Specified Currency: [*specify currency*/Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency: Domestic Currency means [*specify currency*]] [Not Domestic Law] [Not Domestic Issuance] [Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Transferable] [Listed] [*specify*]] [Maximum Maturity: [ ] years] [Accelerated or Matured] [Not Bearer][Not Applicable] (*select all of which apply*)
(xxxviii)	Excluded Deliverable Obligation(s):	[*specify*] [Not Applicable]
(xxxix)	Indicative Quotations:	[Applicable][Not Applicable]
(xl)	Valuation Time:	[*specify*][As set out in the Credit Linked Conditions] [Not Applicable]
(xli)	Delivery provisions for Entitlement if different from Credit Linked Conditions:	[*specify*] [Not Applicable]
(xlii)	Qualifying Participation Seller:	[*insert*] [Not Applicable]
(xliii)	Sovereign No Asset Package Delivery:	[Applicable][Not Applicable]
		end of Option for such Credit-Linked Notes]

***end of Option 3 for Credit-Linked Notes*]**

[*Option 4 for Equity/Index-Linked Notes:* PROVISIONS RELATING TO REDEMPTION

20.	**Issuer's optional redemption (Call):**	[Applicable/Not Applicable]
	(*Condition 6(c)*)	
	(i) Redemption amount (Call):	[•] per Calculation Amount [*specify — if not par, also specify details of any formula*]
	(ii) Series redeemable in part:	[•] per Calculation Amount [*specify — otherwise redemption will only be permitted of entire Series*]
	(iii) Call option date(s)/Call option period:	[*specify*]
21.	**Noteholder's optional redemption (Put)**:	[Yes/No]
	(*Condition 6(d)*)	
	(i) Redemption amount (Put):	[•] per Calculation Amount [*specify — if not par, also specify details of any formula*]
	(ii) Put option date(s)/Put option Period:	[*specify*]
22.	**Final redemption amount of each Note**:	[•] per Calculation Amount [*specify — if not par, also specify details of any formula*]
	(*Condition 6(b)*)	
23.	**Final redemption amount of each Note in cases where the Final redemption amount is Equity-Linked/ Index-Linked or other variable-linked**:	[•] per Calculation Amount
	(*Condition 6(h)*)	
	(i) Index/Formula/other variable:	[*give or annex details*]
	(ii) Calculation Agent responsible for calculating the final redemption amount:	HSBC Bank plc, 8 Canada Square, London E14 5HQ
	(iii) Provisions for determining Final redemption amount where calculated by reference to equity/index and/or formula and/or other variable;	[•]
	(iv) Determination Date(s):	[•]
	(v) Provisions for determining final redemption amount where calculation	[•]

		by reference to Equity/Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	
	(vi)	Payment Date	[•]
	(vii)	Minimum final redemption amount	[•]
	(viii)	Maximum final redemption amount:	[•]
24.	**Instalment Notes:**		[*specify*]
	(*Condition 6(a)*)		
	(i)	Instalment Amounts:	[•]
	(ii)	Dates for payment of Instalments:	[•]
25.	**Early redemption amount:**		Yes
	(i)	Early redemption amount (upon redemption for taxation reasons, force majeure, illegality or following an Event of Default: (*Conditions 6(b), 6(i) or 10*)	[In the event of early redemption for taxation reasons, a force majeure event, illegality or following an event of default, the aggregate amount payable by the Issuer in respect of principal and interest on the Notes upon such early redemption shall be the amount which the Calculation Agent in its absolute discretion and in good faith determines to be the fair market value of the Notes immediately prior to the date on which such early redemption occurs, reduced as so determined by the Calculation Agent to account fully for any reasonable expenses and costs to the Issuer of unwinding any underlying and/or related hedging and funding arrangements.] / [*specify other*]
	(ii)	Other redemption provisions (*Condition 6(h)*)*:*	*[specify; if not par, also specify any formula]*
			***end of Option 4 for Equity/Index-Linked Notes*]**

GENERAL PROVISIONS APPLICABLE TO THE NOTES

[26.][28.] Form of Notes:

(Condition 1(a))

(xliv)	Form of Notes:	[Bearer/Registered]

[27.][29.] If issued in bearer form:

(xlv)	Initially represented by a Temporary Global Note or Permanent Global Note:	[*specify*] [*Notes may only be represented initially by a Permanent Global Note if this Pricing Supplement specify that TEFRA C rules apply*]
(xlvi)	Temporary Global Note exchangeable for Permanent Global Note and/or Definitive Notes and/or Registered Notes: (*Condition 1(a)*)	Yes [*specify*]
(xlvii)	Permanent Global Note exchangeable at the option of the bearer for Definitive Notes and/or Registered Notes:	[Yes/No]
(xlviii)	Coupons to be attached to Definitive Notes[12]:	[Yes/No/Not Applicable] [N.B. *this will need to be considered even if Permanent Global Notes are not exchangeable at the bearer's option into Definitive Notes because of exchangeability upon "melt down" of clearing systems – see provisions contained in Permanent Global Note*]
(xlix)	Talons for future Coupons to be attached to Definitive Notes[13]:	[Yes/No/Not Applicable] [*N.B. the above comment also applies here*]
(l)		
	(a) Definitive Notes to be security printed:	[Yes/No] [*N.B. the above comment also applies here*]
	(b) If the answer to (a) is yes, whether steel engraved plates will be used[14]:	[Yes/No/Not Applicable]
(li)	Definitive Notes to be in ICMA or successor's format:	[Yes/No] [*N.B. the above comment also applies here*]
(lii)	Issuer or Noteholder to pay costs of security printing:	[Issuer/Noteholder/Not Applicable]

[28.][30.] Exchange Date for exchange of Temporary Global Note: [*specify*]

[29.][31.] Payments:

12 *Definitive notes will typically have coupons attached to them if interest bearing.*

13 *Talons will be needed if there are 27 or more coupons.*

14 *Answer to (a) and (b) should generally be 'yes' in all cases where Definitive Notes are to be printed.*

	(*Condition 8*)	
(liii)	Method of payment:	[*specify if other than by cheque or transfer to a designated account*]
(liv)	Relevant Financial Centre Day:	[*specify any additional places*]
(lv)	Interest Adjustment:	[Applicable/Not Applicable]
[30.][32.]	Partly Paid Notes: (*Condition 1*)	[Yes/No]
	If yes, specify number, amounts and dates for, and method of, payment of instalments of subscription monies and any further additional provisions (including forfeiture dates in respect of late payments of partly paid instalments)	[*specify*]
[31.][33.]	Redenomination: (*Condition 9*)	
(lvi)	Redenomination:	[Applicable/Not Applicable]
(lvii)	Exchange:	[Applicable/Not Applicable]
[32.][34.]	Other terms:	[*Not Applicable/specify/* See Annex] *[(When adding any other terms consideration should be given as to whether such terms constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive).]* *[The Notes are [Currency-Linked Notes/Credit-Linked Notes/Interest-Rate Linked Notes/Equity-Linked Notes/Index-Linked Notes/Cash Equity Notes].]*

[Option 1: for Currency-Linked Notes, add:

The following provisions apply to Currency-Linked Notes in addition to the *General Provisions* (as defined in the Information Memorandum): "*Additional Terms and Conditions relating to Currency-Linked Notes*" and "*Product Description relating to Currency-Linked Notes*" ***end of Option 1 for Currency-Linked Notes]***

[Option 2: for Credit-Linked Notes, add:

[Option: for 2014 Credit-Linked Notes add:

The following provisions apply to Credit-Linked Notes in addition to the *General Provisions* (as defined in the Information Memorandum): "*Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)*", the applicable section of the "*Product Description relating to Credit-Linked Notes*" [and the Schedule to the Pricing Supplement] ***end of Option for such Credit-Linked Notes***]

[Option 3: for Interest Rate-Linked Notes, add:

The following provisions apply to Interest Rate-Linked Notes in addition to the *General Provisions* (as defined in the Information Memorandum): "*Additional Terms and Conditions relating to Interest Rate-Linked Notes*" and "*Product Description relating to Interest Rate-Linked Notes*" ***end of Option 3 for Interest Rate-Linked Notes]***

[Option 4: for Equity/Index-Linked Notes, add:

The following provisions apply to Equity/Index-Linked Notes in addition to the *General Provisions* (as defined in the Information Memorandum): "*Additional Terms and Conditions relating to Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes*" and "*Product Description relating to Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes*" ***end of Option 4 for Equity/Index-Linked Notes]***

[33.][35.]	Valuation Date:	[•]
[34.][36.]	Price Source Disruption:	[Applicable/Not Applicable]
	- Dealer Poll:	[Applicable/Not Applicable]
	- FX Cut-off Date:	[•] [Condition 20(D) (Price Source Disruption) applies]
	- Number of days for the purpose of postponing Related Payment Dates pursuant to Condition 20(D):	[3] [ ]
	- Unscheduled Holiday:	[The number of Relevant Currency Business Days for the purpose of the definition of

	Unscheduled Holiday in Condition 20(E) (*Definitions*) is [•] [and the number of calendar days for the purposes of the Deferral Period is [•] [as per 20(E) (*Definitions*)]]
- Relevant Rate:	[Screen Rate] [Relevant Screen Rate] [•]
- Relevant Currency Business Day:	

Relevant Rate:	Relevant Currency Business Day:
[•]	[•]
[•]	[•]

DISTRIBUTION

[35.][37.]	(i) If syndicated, names [, addresses and underwriting commitments] of Relevant Dealer/Lead Manager:	[Not Applicable/HSBC Bank plc*/other — give names*] [*Give addresses and underwriting commitments*]
	[Option: for Credit-Linked Notes, use:	Not Applicable***]***
	(ii) If syndicated, names [, addresses and underwriting commitments] of other Dealers/Managers (if any):	[Not Applicable*/other — give name*] [*Give addresses and underwriting commitments*]
	[Option: for Credit-Linked Notes, use:	Not Applicable***]*** [*(Include names and address 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.*)]
	(iii) Date of Subscription Agreement:	[•] [*Details of time period during which the offer will be open and description of the application process*]
	[Option: for Credit-Linked Notes, use:	Not Applicable***]***
	(iv) Stabilisation Manager (if any):	[Not Applicable*/give name*]
	[Option: for Credit-Linked Notes, use:	Not Applicable***]***
[36.][38.]	If non-syndicated, name [and address] of Relevant Dealer:	[Not Applicable*/give name* [*and address*]]
[37.][39.]	Selling restrictions:	[TEFRA not applicable]

[38.][40.]	If non-syndicated, name [and address] of Relevant Dealer:	[Applicable/Not Applicable]
[39.][41.]	Total commission and concession:	[•] per cent. of the Aggregate Principal Amount
[40.][42.]	Other:	[*specify any modifications of, or additions to, selling restrictions contained in Dealer Agreement*]
[41.][43.]	Stabilisation:	**[**Not Applicable / In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the relevant Pricing Supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilisation Manager(s) (or persons acting on behalf of a Stabilisation Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.**]**

[Option: For Currency-Linked Notes add:* PROVISIONS RELATING TO CURRENCY-LINKED NOTES*]

42.	Currency Business Day:	means, in relation to any Reference Currency, a day on which commercial banks effect delivery of the relevant currency in the foreign exchange market in the related Reference Currency Jurisdiction.
43.	Settlement Business Day:	Means a day on which commercial banks effect delivery of the Settlement Currency in the foreign exchange market.
44.	FX Disruption:	[Applicable/Not Applicable]

	(Condition 20A)	
45.	Non-deliverability of Specified Currency:	[Applicable/Not Applicable]
	(Condition 20B)	
	(i) Alternative Payment Currency:	[•]
	(ii) Relevant Screen Page:	[•]
46.	Screen Rate Unavailability:	[Applicable/Not Applicable]
	(Condition 20C)	
	(i) Screen Rate Fall-Back specified:	[Yes/No]
	(ii) Screen Rate	[Specify screen and page and cross-refer to relevant paragraphs(s) of the Pricing Supplement where these are referred to]
	(iii) Details of Screen Rate Fall-Back:	[Not Applicable / *Specify details*]
		end of Option for Currency-Linked Notes]

[Option: For Equity/Index-Linked Notes add: **PROVISIONS RELATING TO EQUITY-LINKED NOTES, CASH EQUITY NOTES AND INDEX-LINKED NOTES*]***

47.	Security Delivery (*for Equity-Linked Notes only*):	Condition 20(b) [applies/does not apply]
48.	Provisions for Cash Equity Notes and Equity-Linked Notes:	
	(i) Securities:	[•] [The Securities are Depositary Receipts] [Units in a Fund, where "**Fund**" means a share or notional unit of the Fund (as defined in the Fund Documents), the price of which is denominated in [•]. [The Units represent undivided ownership interests in the portfolio of investments held by the Fund][*delete if not applicable*], "**Unit**" means [•] and "**Underlying Index**" means [•]. Condition 20 shall apply to the Notes as if references therein to "Underlying Company" were references to the "Fund" and as if references therein to "Security" were references to "Unit".
	(ii) Underlying Company(ies):	[•] [and with respect to the Underlying Securities [ ]] [The Fund]

(iii)	Exchange(s):	[•] [*where the underlying Fund is unlisted, disclosure to be added as to whether the underling Fund is a UCITS or an AIF*]
(iv)	Related Exchange(s):	[•] [All Exchanges]
(v)	Initial Price:	[•] [The definition in Condition 20(a) applies]
(vi)	Strike Date:	[•]
(vii)	Final Price:	[•][The definition in Condition 20(a) applies]
(viii)	Reference Price:	[•][The definition in Condition 20(a) applies]
(ix)	Securities Transfer Amount:	[•]
	(for Equity-Linked Notes only)	
(x)	Settlement Date:	[•]
	(for Equity-Linked Notes only)	
(xi)	Settlement Disruption Event:	Condition 20(b)(iii) [applies/does not apply]
	(for Equity-Linked Notes only)	
	Disruption Period (if other than as specified in Condition 20(b)(iii)):	[•]
(xii)	Delivery Disruption Event:	Condition 20(b)(iv) [applies/does not apply]
	(for Equity-Linked Notes only)	
(xiii)	Potential Adjustment Event:	Condition 20(g)(i) [applies/does not apply]
	Extraordinary Dividend (if other than as specified in the definition in Condition 20(a))	[•]
	additional Potential Adjustment Event (for purposes of paragraph (viii) of the definition thereof)	[•]
(xiv)	Extraordinary Event:	Condition 20(g)(ii) [applies/does not apply]
(xv)	Conversion:	Condition 20(g)(iii) [applies/does not apply]
	(for Notes relating to Government Bonds and debt securities only)	
(xvi)	Correction of prices:	Condition 20(g)(iv) [applies/does not apply]

	(xvii)	Additional Disruption Event	[The following Additional Disruption Events apply: [Change in Law, Hedging Disruption, Increased Cost of Hedging] [*other — give details*]] [Not Applicable]
49.	Additional provisions for Equity-Linked Notes:		[•]
50.	Provisions for Index-Linked Notes:		
	(i)	Index(ices):	[•] [The Index/Each of [*specify relevant indices in a basket*][•] is a Multiple Exchange Index]
	(ii)	Index Sponsor:	[•] [The definition in Condition 20(a) applies]
	(iii)	Exchange(s):	[•]
	(iv)	Related Exchange(s):	[•] [All Exchanges]
	(v)	Initial Index Level:	[•] [The definition in Condition 20(a) applies]
	(vi)	Strike Date:	[•]
	(vii)	Final Price:	[•][The definition in Condition 20(a) applies]
	(viii)	Reference Price:	[•][The definition in Condition 20(a) applies]
	(ix)	Adjustments to Indices:	Condition 20(f) [applies/does not apply]
	(x)	Additional Disruption Event:	[The following Additional Disruption Events apply: [Change in Law, Hedging Disruption, Increased Cost of Hedging] [*Other — give details*]] [Not Applicable]
51.	For Equity-Linked and Credit-Linked Notes:		US Federal Income Tax Considerations
52.	Valuation Date(s):		[•]. [If, pursuant to Condition 20(e) such date is postponed to [*the Limit Valuation Date/ other (specify)*], and either, such date is not a Scheduled Trading Day or is a Disrupted Day, such date shall nevertheless be deemed to be the Valuation Date and the [Final Price/Final Index Level] shall be the [price/level] determined by the Calculation Agent in its sole discretion.]
(i)	Specified Maximum Number of Disrupted Days:		[•] [Not applicable] [The definition in Condition 20(a) applies]

	(ii) Number of local banking days for the purpose of postponing Disrupted Day Related Payment Dates pursuant to Condition 20(e):	[3] [•]
53.	Valuation Time:	[•] [The definition in Condition 20(a) applies]
54.	Averaging Dates:	[Yes/No. *If yes, specify dates*]
	(i) Details relating to how final redemption amount will be calculated where the Notes relate to a basket of Indices or Securities:	[•]
	(ii) Averaging Date Market Disruption:	[Omission/Postponement/Modified Postponement/Not Applicable*/other* (*specify)*]
55.	Other terms or special conditions relating to Index-Linked Notes, Cash Equity Notes or Equity-Linked Notes:	[*specify*]
	(i) Knock-in Event:	[Applicable to [*specify relevant payment or delivery*]]
	Knock-in Event:	[•] is [greater than/greater than or equal to/less than/less than or equal to] the Knock-in Price/ Knock-in Level
	Knock-in Period Beginning Date (if other than as specified in the definition thereof in Condition 20(d)):	[•]
	Knock-in Period Ending Date (if other than as specified in the definition thereof in Condition 20(d)):	[•]
	Knock-in Price/ Knock-in Level:	[•]
	Knock-in Valuation Time (if other than as specified in the definition thereof in Condition 20(d)):	[•]
	(ii) Knock-out Event:	[Applicable to [*specify relevant payment or delivery*]]
	Knock-out Event:	[•] is [greater than/greater than or equal to/less than/less than or equal to] the Knock-out Price/Knock-out Level

	Knock-out Period Beginning Date (if other than as specified in the definition thereof in Condition 20(d)):	[•]
	Knock-out Period Ending Date (if other than as specified in the definition thereof in Condition 20(d)):	[•]
	Knock-out Price/ Knock-out Level:	[•]
	Knock-out Valuation Time (if other than as specified in the definition thereof in Condition 20(d));	[•]
(iii)	Automatic Early Redemption:	Condition 20(c) [applies/does not apply]
	Automatic Early Redemption Event:	[•] is [greater than/greater than or equal to/less than/less than or equal to] the Automatic Early Redemption [Price/Level/Rate] as of [the/any] Automatic Early Redemption Valuation Date]
	Automatic Early Redemption Valuation Date(s):	[•]
	Automatic Early Redemption [Level/Price/Rate]:	[•]
	Automatic Early Redemption Date(s):	[•] [Subject to adjustment in accordance with [*specify relevant Business Day Convention*]]
	Automatic Early Redemption Amount:	[•]
	Accrued interest payable on Automatic Early Redemption Date:	[*No, interest does not accrue*]/ [*Yes*] [*specify*]

BENCHMARKS

56. **[*Option 1: if administrator of Reference Rate is registered as a benchmark administrator in the EU:*** [*specify benchmark*] is provided by [*administrator legal name*] appears in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the Benchmarks Regulation.]

[***Option 2a: if administrator of Reference rate is NOT registered as a benchmark administrator in the EU:*** [*specify benchmark*] is provided by [*administrator legal name*] does not appear in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the Benchmarks Regulation.]

[*Option 2b: add further if administrator is not registered as a benchmark administrator in the EU due to a transitional exemption*: As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that [*administrator legal name*] is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence).]]

[*Option 3: if neither of Options 1 or 2*: Not Applicable]

[LISTING AND ADMISSION TO TRADING APPLICATION

This Pricing Supplement, together with the Information Memorandum, comprise the listing particulars required to list and have admitted to trading the issue of Notes described herein on the Official List of Euronext Dublin and Euronext Dublin's Global Exchange Market pursuant to the Debt Issuance Programme of HSBC Bank Middle East Limited.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

CONFIRMED
HSBC BANK MIDDLE EAST LIMITED

By: ....
Authorised Signatory

Date: ....

By:..

Authorised Signatory

Date: ....

PART B — OTHER TERMS

1. **LISTING**

(i)	Listing:	Application [will be/has been] made to admit the Notes to listing on the Official List of Euronext Dublin [on or around the Issue Date/[*insert date*]]. No assurance can be given as to whether or not, or when, such application will be granted] [Not applicable]
(ii)	Admission to trading:	[Application [will be/has been] made for the Notes to be admitted to trading on the Global Exchange Market with effect from the Issue Date/[*insert date*]]. No assurance can be given as to whether or not, or when, such application will be granted]
(iii)	Estimated total cost of admission to trading:	[•]

2. **RATINGS**

Ratings:

The long term senior debt rating of HSBC Bank Middle East Limited has been rated:

Fitch: AA-

Moody's: A3

[The Notes have not specifically been rated.]/[The Notes have been assigned a rating of [•] by [•].]

Each of Fitch and Moody's is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

[For these purposes, ["**Moody's**" means Moody's Investor Services Limited] [and] ["**Fitch**" means Fitch Ratings Limited].]

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save as discussed in ["*Subscription and Sale*"], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."][15]

4. **[REASONS FOR THE OFFER ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

[(i)	Reasons for the offer	[•] (*See ["Use of Proceeds"] wording in the Information Memorandum — If reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)*]
[(ii)]	Estimated net proceeds;	[•]*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*
[(iii)	Estimated total expenses:	[*Include breakdown of expenses*]][16]

5. ***Fixed rate Notes only* — YIELD**

(iv)	Indication of yield:	[Calculated as [*include details of method of calculation in summary form*] on the Issue Date][17] [As set out above, the] [The] yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. **[PERFORMANCE OF THE UNDERLYING**

Consider including details of where past and future performance and volatility of the underlying [exchange rate/currency/index/formula/other variable] can be obtained.

Where the underlying is a security, consider including (i) the name of the issuer of the security, and (ii) the ISIN number or other such security identification code.

Where the underlying is an index, consider including the name of the index and if the index is not composed by the Issuer consider including details of where the information about the index can be obtained. Also consider including appropriate index disclaimers. Where the underlying is not an index, consider including equivalent information.

[15] *Delete this paragraph for unlisted Notes.*

[16] *The inclusion of paragraph 4 is optional.*

[17] *Delete this paragraph for unlisted Notes.*

Where the underlying is an interest rate, consider including a description of the interest rate.

Where the underlying does not fall within the categories specified above, consider whether to include equivalent information.

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]][18]

7. **[Dual Currency Notes only – PERFORMANCE OF EXCHANGE RATE(S)]**

Need to include details of where past and future performance and volatility of the relevant rate(s) can be obtained.][19]

OPERATIONAL INFORMATION

8.	ISIN Code:	[•]
9.	Common Code:	[•]
10.	CFI:	[Not Applicable]/[•]
11.	FISN:	[Not Applicable]/[•]
12.	Other identifier / code:	[•]
13.	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[None/*specify*]
14.	Delivery:	Delivery [against/free of] payment
15.	Settlement procedures:	[Eurobond/Medium Term Note/other – *specify*]
16.	CMU Lodging and Paying Agent:	[Not Applicable] / [*specify*]
17.	CMU Registrar:	[None/*specify*]
18.	Additional Paying Agent(s) (if any):	[None/*specify*]
19.	Calculation Agent:	HSBC Bank plc, 8 Canada Square, London E14 5HQ
	Calculation Agent to make calculations?	[Yes/No]
	if not, identify calculation agent:	[*N.B. Calculation agent appointment letter required*]
20.	Renminbi Calculation Agent:	[Not Applicable] / [*specify*]

18 *The inclusion of paragraph 6 is optional.*

19 *The inclusion of paragraph 7 is optional.*

21.	Notices: (*Condition 14*)	[Condition 14 applies/*specify any other means of effecting communication*]
22.	City in which specified office of Registrar to be maintained: (*Condition 12*)	[As per Condition 12] / [*specify*]
23.	Prohibition of Sales to EEA Retail Investors:	[Applicable]/[Not Applicable]
24.	Other relevant Terms and Conditions:	[•]
	[Option: for Credit-Linked Notes add:]	
25.	Other Terms:	[•]

[***OPTION: TO USE FOR 2014 CREDIT-LINKED NOTES:***

SCHEDULE

Reference Entity	**Reference Obligation**	**[Seniority**	**[Transaction Type**	**Reference Entity Notional Amount**	**[Business Centre(s)**
[ ]	Standard Reference Obligation:[Applicable][Not Applicable] [*If Standard Reference Obligation does not apply, or if Standard Reference Obligation applies but has not yet been published and an initial Non-Standard Reference Obligation is required until publication, insert:* Primary Obligor: [***specify***] Guarantor: [***specify***] Maturity: [***specify***] Coupon: [***specify***] CUSIP/ISIN: [***specify***]]	[Senior Level] [Subordinated Level]]	[ ]]	[Aggregate Principal Amount]	[ ]]

end of Option for Credit-Linked Notes]

FORMS OF NOTES; SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Notes may, subject to all applicable legal and regulatory requirements, be issued in Tranches or Series comprising either Notes in bearer form ("**Bearer Notes**") or Notes in registered form ("**Registered Notes**"), as specified in the relevant Pricing Supplement.

Registered Notes

In the case of Registered Notes, the relevant Pricing Supplement may specify that the Notes will be issued in global form (Global Registered Notes as defined below) held in specified clearing systems, as described below, or in definitive form (Definitive Registered Notes as defined below).

Global Registered Notes

If Notes are to be issued in the form of Global Registered Notes, the Issuer will deliver a Global Registered Note (as such term is defined below), subject to the Agency Agreement (as defined herein) in accordance with their respective terms and as specified in the relevant Pricing Supplement.

Global Registered Notes

In the case of a Tranche of Registered Notes offered and sold solely outside the United States (as defined in Regulation S) in reliance on Regulation S, such Tranche of Registered Notes may be represented by a Global Registered Note without interest coupons (a "**Global Registered Note**"), which will be deposited on or about the closing date (the "**Closing Date**") for the relevant Tranche with a common depositary for Euroclear and/or Clearstream, Luxembourg and registered in the name of a nominee for such common depositary or, as the case may be, with a sub-custodian for the CMU. Interests in any Global Registered Note will be exchangeable (in circumstances described below under "*Exchange and Transfer of Global Registered Notes for Definitive Registered Notes*") for Definitive Registered Notes ("**Definitive Registered Notes**") in the relevant form scheduled to the Trust Deed.

Owner of Global Registered Notes and Payments

Subject to certain provisions of the Trust Deed relating to directions, sanctions and consents of Holders of Registered Notes and to meetings of Holders of Notes, so long as one or more of the Clearing Systems or the nominee of their common depositary or sub-custodian (as the case may be) is the registered owner or holder of a Global Registered Note, that Clearing System or such nominee or sub-custodian, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Registered Note for all purposes under the Agency Agreement, the Trust Deed and the Notes. Payments of principal, interest and additional amounts, if any, pursuant to Condition 7, on Global Registered Notes will be made to one or more of the Clearing Systems, such nominee or sub-custodian, as the case may be, as the registered holder thereof. None of the Issuer, the Trustee, the relevant Registrar, or any Paying Agent or any affiliate of any of the above or any person by whom any of the above is controlled for the purposes of the Securities Act will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in Global Registered Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Each such payment in respect of a Global Registered Note will be made to the person shown as the registered owner or holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**General Clearing System Business Day**" means a day on which each clearing system for which the Global Registered Note is being held is open for business.

CMU

If a Global Registered Note is lodged with the CMU, the person(s) for whose account(s) interests in such Global Registered Note are credited as being held in the CMU in accordance with the CMU Rules as notified by the CMU to the CMU Lodging and Paying Agent in a relevant CMU Instrument Position Report or any other relevant notification by the CMU (which notification, in either case, shall be conclusive evidence of the records of the CMU save in the case of manifest error) shall be the only person(s) entitled (in the case of Registered Notes, directed or deemed by the CMU as entitled) to receive payments in respect of Notes represented by such Global Registered Note and the Issuer will be discharged by payment to, or to the order of, such person(s) for whose account(s) interests in such Global Registered Note are credited as being held in the CMU in respect of each amount so paid. Each of the persons shown in the records of the CMU, as the beneficial holder of a particular nominal amount of Notes represented by such Global Registered Note must look solely to the CMU Lodging and Paying Agent for his share of each payment so made by the Issuer in respect of such Global Registered Note.

Exchange and Transfer of Global Registered Notes for Definitive Registered Notes

Beneficial interests in a Global Registered Note will be exchangeable, in whole but not in part, for Definitive Registered Notes: (i) if the relevant Clearing System(s) is/are closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or (ii) if an Enforcement Event occurs as set out in Condition 10 (*Enforcement*); or (iii) if so specified in the relevant Pricing Supplement, if the holder of the relevant Global Registered Note requests that such interest be exchanged for Definitive Registered Notes; or (iv) at the option of the Issuer, if the Issuer, any Paying Agent or the relevant Registrar, by reason of any change in, or amendment to, the laws of the DIFC or the UAE, is or will be required to make any deduction or withholding from any payment under the Notes which would not be required if such Notes were in definitive form.

In such circumstances, (a) the relevant Registrar will be required to notify all Holders of interests in the relevant Global Registered Notes registered in the name of Euroclear, Clearstream, Luxembourg or the nominee of their common depositary or the sub-custodian of the CMU, as the case may be, of the availability of Definitive Registered Notes and (b) the Issuer will, at the cost of the Issuer, cause sufficient Definitive Registered Notes, as the case may be, to be executed and delivered to the relevant Registrar for completion, authentication and dispatch to the relevant Holders. A person having an interest in the relevant Global Registered Note must provide the relevant Registrar with a written order containing instructions and such other information as the Issuer and the relevant Registrar may require to complete, execute and deliver the relevant Definitive Registered Note.

The option for Global Registered Notes to be exchangeable for Definitive Registered Notes by giving notice should not be applicable in respect of Notes not having the minimum denomination(s) and integral multiples set out in the relevant Pricing Supplement.

Bearer Notes

Bearer Notes will be issued in accordance with the provisions of United States Treasury Regulations 1.163-5(c)(1)(ii) and 1.163-5(c)(2)(i)(D) ("**TEFRA D**"), unless the relevant Pricing Supplement provides that such Notes will be issued in accordance with the provisions of United States Treasury Regulations 1.163-5(c)(1)(ii) and 1.163-5(c)(2)(i)(C) ("**TEFRA C**"). Bearer Notes issued in accordance with TEFRA D will be represented upon issue by a temporary global note in bearer form without interest coupons (a "**Temporary Global Note**"). Bearer Notes issued in accordance with TEFRA C will be represented upon issue by a permanent global note in bearer form without interest coupons (a "**Permanent Global Note**") or by a Temporary Global Note. Each Temporary Global Note and Permanent Global Note will be deposited on or about the issue date for the relevant Tranche with a common depository, depositories or sub-custodians (as the case may be) for the relevant Clearing System(s). Beneficial interests in a Temporary Global Note issued in accordance with TEFRA C will be exchangeable at any time and without any requirement for certification for Bearer Notes in definitive form ("**Definitive Bearer Notes**"), in accordance with the terms of such Temporary Global Note and as specified in the relevant Pricing Supplement. Interests in a Temporary Global Note issued in accordance with TEFRA D will be exchangeable either for Definitive Bearer Notes or for interests in a Permanent Global Note, on or after the date which is 40 days after the date on which such Temporary Global Note is issued and upon certification as to non-U.S. beneficial ownership thereof or otherwise as required by U.S. Treasury Regulations, in accordance with the terms of such Temporary Global Note and as specified in the relevant Pricing Supplement.

Interests in any Permanent Global Note will be exchangeable, in whole but not in part, for Definitive Bearer Notes, against presentation and (in the case of final exchange) surrender of such Permanent Global Note at the specified office from time to time of the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent (i) if the relevant Clearing System(s) or any other clearing system by which the Notes have been accepted for clearing is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention to cease business permanently, (ii) if an Enforcement Event occurs as set out in Condition 10, (iii) if so specified in the relevant Pricing Supplement, upon the bearer's request or (iv) if the Issuer or any Paying Agent, by reason of any change in, or amendment to, the laws of the DIFC or the UAE, is or will be required to make any deduction or withholding from any payment under the Notes which would not be required if such Notes were in definitive form.

Definitive Bearer Notes will, if interest-bearing and if so specified in the relevant Pricing Supplement, have interest coupons ("**Coupons**") and, if applicable, a talon for further Coupons attached. All Definitive Bearer Notes will, if the principal thereof is repayable by instalments, have endorsed thereon a grid for recording the payment of principal.

Payments in respect of Bearer Notes

All payments, if any, in respect of Bearer Notes when represented by a Temporary Global Note or a Permanent Global Note will be made against presentation and surrender or, as the case may be, presentation of the relevant Temporary Global Note or Permanent Global Note at the specified office of any of the Paying Agents. A record of each payment so made in respect of Notes when represented by a Permanent Global Note will be endorsed on the relevant schedule to such Permanent Global Note by or on behalf of the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent, which endorsement will be *prima facie* evidence that such payment has been made.

The records of the relevant clearing systems which reflect the amount of Noteholders' interests in the Notes shall be conclusive evidence of the nominal amount of Notes represented by the Global Notes.

If any date on which a payment of interest is due on the Notes of a Series issued in accordance with TEFRA D occurs while any of the Notes of that Series are represented by a Temporary Global Note, the relevant interest payment will be made on such Temporary Global Note only to the extent that certification has been received by the relevant Clearing System(s) as to the beneficial ownership thereof, as required by U.S. Treasury Regulations, in accordance with the terms of such Temporary Global Note.

Notices

Euroclear and Clearstream, Luxembourg

(i) So long as any Bearer Notes are represented by a Temporary Global Note or a Permanent Global Note and cleared through Euroclear, Clearstream, Luxembourg, notices to holders of such Bearer Notes may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or any other clearing system (an "**Alternative Clearing System**") for communication by them to entitled accountholders in substitution for publication as required by the Conditions, and (ii) so long as any Global Registered Note is held on behalf of Euroclear, Clearstream, Luxembourg or an Alternative Clearing System, notices to holders of Notes represented by a beneficial interest in such Global Registered Note may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or, as the case may be, such Alternative Clearing System, except that in the case of (i) and (ii) above, so long as any Notes are listed on any stock exchange, notices will also be published as required by the rules and regulations of such stock exchange.

CMU

(i) So long as any Bearer Notes are represented by a Temporary Global Note or a Permanent Global Note and lodged with CMU, notices to holders of such Bearer Notes may be given by delivery of the relevant notice to CMU for communication to entitled accountholders in substitution for publication as required by the Conditions, and (ii) so long as any Global Registered Note is lodged with a sub-custodian for the CMU, notices to the holders of Notes represented by a beneficial interest in such Global Registered Note may be given by delivery of the relevant notice to the persons shown in a CMU Instrument Position Report issued by the CMU on the second business day preceding the date of despatch of such notice as holding interests in the relevant Global Registered Note, except that in the case of (i) and (ii) above, so long as any Notes are listed on any stock exchange, notices will also be published as required by the rules and regulations of such stock exchange.

Meetings

The provisions for meetings of Holders of Notes scheduled to the Trust Deed provide that, where all the Notes of the relevant Series are held by one person, the quorum in respect of the relevant meeting will be one person present (being, in the case of an individual, present in person or, being, in the case of a corporation, present by a representative) holding all the outstanding Notes of the relevant Series or holding voting certificates or being a proxy in respect of such Notes.

Purchase and Cancellation

Cancellation of any Note surrendered for cancellation following its purchase will be effected by reduction in the principal amount of the relevant Temporary Global Note, Permanent Global Note or, as the case may be, Global Registered Note and, in the case of a Global Registered Note, will be recorded in the Register by the relevant Registrar.

Issuer's Option to Redeem in Part

No drawing of Bearer Notes or redemption *pro rata* of Registered Notes will be required under Condition 6(c) in the event that the Issuer exercises any option to redeem such Notes in part while all such Notes which are outstanding are represented by a Temporary Global Note, Permanent Global Note or, as the case may be, Global Registered Note. In such event, the standard procedures of the relevant Clearing System(s) or, as the case may be, the Alternative Clearing System shall operate to determine which interests in such Global Notes are to be subject to such option. In relation to Bearer Notes, such partial redemption is to be reflected in the records of the relevant Clearing System(s) as either a pool factor or a reduction in nominal amount, at their discretion.

Early Redemption at the option of the Holder – Provisions relating to Registered Notes held in Clearing Systems

Condition 6(d) allows for early redemption of Notes at the option of the Holder of such Notes if so specified in the relevant Pricing Supplement. Such option is exercisable by the Holder of the relevant Notes by depositing such Notes, together with a notice of exercise of such option (an "**Option Notice**"), duly completed and signed in accordance with Condition 6(d), at the specified office of any Paying Agent (in the case of Bearer Notes, outside the United States). In respect of any Registered Notes of the relevant Series of which a nominee for a common depositary for Euroclear and Clearstream, Luxembourg is the registered Holder, or, as the case may be, a sub-custodian for the CMU is the registered Holder, such Option Notice will be deemed to have been duly completed and signed by the Holder of the relevant Notes if it has been completed and signed by or on behalf of a person in respect of whom notification has been given by the relevant Clearing System(s) to the relevant Registrar that such person is a person who is shown in the records of such Clearing System(s) as having relevant Registered Notes of a specified principal amount standing to the credit of its account with that the Clearing System(s) or delivered from its account with such Clearing System(s) for the purpose of exercising such option.

CLEARING AND SETTLEMENT

Custodial and depositary links have been established with the Clearing Systems to facilitate the initial issuance of Notes and cross-market transfers of Notes between investors associated with secondary market trading. Transfers within a Clearing System will be in accordance with the usual rules and operating procedures of the relevant system.

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream, Luxembourg is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant, either directly or indirectly.

Distributions of principal and interest with respect to book-entry interests in the Notes held through Euroclear and Clearstream, Luxembourg will be credited, to the extent received by the Principal Paying Agent, to the cash accounts of Euroclear or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures.

CMU

The CMU Service is a central depositary service provided by the Central Moneymarkets Unit of the HKMA for the safe custody and electronic trading between the members of this service ("**CMU Members**") of capital markets instruments ("**CMU Instruments**") which are specified in the CMU Service Reference Manual as capable of being held within the CMU Service.

The CMU Service is only available for CMU Instruments issued by a CMU Member or by a person for whom a CMU Member acts as agent for the purposes of lodging instruments issued by such persons. Membership of the CMU Service is open to all members of the Hong Kong Capital Markets Association and "authorised institutions" under the Banking Ordinance (Cap. 155) of Hong Kong.

Compared to clearing services provided by Euroclear and Clearstream, Luxembourg, the standard custody and clearing service provided by the CMU Service is limited. In particular (and unlike the European clearing systems), the HKMA does not as part of this service provide any facilities for the dissemination to the relevant CMU Members of payments (of interest or principal) under, or notices pursuant to the notice provisions of, CMU Instruments. Instead, the HKMA advises the CMU Lodging Agent (or a designated paying agent) of the identities of the CMU Members to whose accounts payments in respect of the relevant CMU Instruments are credited, whereupon the CMU Lodging Agent (or the designated paying agent) will make the necessary payments of interest or principal or send notices directly to the relevant CMU Members.

Similarly, the HKMA will not obtain certificates of non-U.S. beneficial ownership from CMU Members or provide any such certificates on behalf of CMU Members. The CMU Lodging Agent will collect such certificates from the relevant CMU Members identified from an instrument position report obtained by request from the HKMA for this purpose.

An investor holding an interest through an account with either Euroclear or Clearstream, Luxembourg in any Notes held in the CMU Service will hold that interest through the respective accounts which Euroclear and Clearstream, Luxembourg each have with the CMU Service.

Secondary Market Trading in relation to Global Registered Notes

Trading between Euroclear and/or Clearstream, Luxembourg participants: Secondary market sales of book-entry interests in the Notes held through Euroclear or Clearstream, Luxembourg to purchasers of book-entry interests in the Notes through Euroclear or Clearstream, Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional eurobonds.

PRODUCT DESCRIPTIONS

PRODUCT DESCRIPTION RELATING TO CURRENCY-LINKED NOTES

Notes issued pursuant to the Programme may include Currency-Linked Notes, being Notes in relation to which the interest rate and/or the final redemption amount payable at maturity is dependent on the performance of a particular underlying currency or group of currencies specified in the Pricing Supplement (each a "**Currency Related Variable**"). Generally, if the underlying currency in question appreciates in relation to the currency to which it is being compared, the interest rate and/or redemption amount will increase accordingly.

Details of the underlying currency or group of currencies and the page(s) of Bloomberg, the Reuters Service and/or other source where information about such underlying currency or group of currencies can be obtained will be specified in the relevant Pricing Supplement.

There follows a description of certain types of Currency-Linked Notes that may be issued under the Programme. In addition to these Notes, the Issuer may issue Currency-Linked Notes under the Programme which combine elements of any of the Notes described below or are linked to a currency in a manner other than described below, details of which will be provided in the relevant Pricing Supplement.

Capital protected Notes

Auto-callable Notes: Notes which are to be mandatorily redeemed prior to their maturity date if a specified trigger event relating to a Currency-Related Variable occurs after or during a specified period or on a specified date, as specified in the Pricing Supplement.

Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of the aggregate face amount of the Notes *plus* an amount equal to the *product* of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Pricing Supplement and any increase in the level or value of the Currency-Related Variable (such amount not being subject to a maximum amount payable to the Noteholder ("**No Fixed Cap**")).

Capped Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of the aggregate face amount of the Notes *plus* an amount equal to the *produc*t of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Pricing Supplement and any increase in the level or value of the Currency-Related Variable (such amount being subject to a maximum amount payable to the Noteholder set on the issue date and expressed as a predefined percentage of the aggregate face amount of the Notes (a "**Fixed Cap**")).

Average Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated by reference to the average level of the Currency-Related Variable on a number of specified dates occurring on or after the issue date to but excluding the maturity date, as specified in the Pricing Supplement.

Basket Growth Notes: Notes under which the redemption amount payable to the Noteholder on maturity is calculated as the *sum* of the aggregate face amount of the Notes *plus* an amount equal to the *produc*t of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Pricing Supplement and the difference in the level or value of the Currency-Related Variable(s) relating to a basket of currencies.

Basket Digital Notes: Notes in relation to which, if there is an increase in the level or value of the Currency-Related Variable(s) relating to a basket of currencies, the interest payable is a fixed amount.

Basket Digital Plus Notes: Notes in relation to which, if there is an increase in the level or value of the Currency-Related Variable(s) relating to a basket of currencies, the interest payable is a fixed amount *plus* an amount equal to the *product* of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Pricing Supplement and the increase in the level or value of the Currency-Related Variable(s) relating to a basket of currencies.

Best of Growth Notes: Notes in relation to which, if there is an increase in the level or value of the Currency-Related Variable(s) relating to a basket of currencies, the interest payable to the Noteholder is a variable amount equal to the *product* of the aggregate face amount of the Notes and the increase in the level or value of the best performing Currency-Related Variable(s) relating to a basket of currencies specified in the Pricing Supplement.

Multi Digital Notes: Notes in relation to which, if each Currency-Related Variable relating to each of the currencies in the basket reaches a predefined level or value, the interest payable is a fixed amount.

Barrier Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of the aggregate face amount of the Notes *plus* an amount equal to the *product* of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Pricing Supplement and any increase in the level or value of the Currency-Related Variable **provided**, **however**, **that** the level or value of the Currency-Related Variable is less than a predefined level or value at all times ("**Performance Cap**") at any time during the term of the Notes. If the level or value of the Currency-Related Variable is equal to or higher than a predefined level or value at any time, the redemption amount payable to the Noteholder at maturity will be an amount equal to the aggregate face amount of the Notes and, in such circumstances, if so specified in the relevant Pricing Supplement, a fixed amount of interest will be payable to the Noteholder. If the Pricing Supplement so specify, the predefined level or value may be varied on a specified date or dates or during specified periods throughout the term of the Notes.

Digital Notes: Notes in relation to which, if the Currency-Related Variable at maturity reaches a predefined level or value, the interest payable is a fixed amount.

Range Accrual Notes: Notes in relation to which the interest payable (calculated by reference to a formula in the Pricing Supplement) only accrues for each day during a period that a specified Currency-Related Variable remains within a specified range (which may vary during the term of the Notes), as specified in the Pricing Supplement.

Range Binary Notes: Notes in relation to which, if the Currency-Related Variable remains within a specified range, the interest payable is a specified variable amount (calculated by reference to a formula in the Pricing Supplement).

Wedding Cake Range Binary Notes: Notes in relation to which, if the Currency-Related Variable remains within one of a number of specified ranges specified in the Pricing Supplement, the interest payable is a specified variable amount (calculated by reference to a formula in the Pricing Supplement) relating to the relevant range.

Cliquet Range Binary Notes: Notes in relation to which, if the Currency-Related Variable remains within a specified range that resets on specified dates based on the level of the Currency-Related Variable on such dates, the interest payable is a specified variable amount (calculated by reference to a formula in the Pricing Supplement).

Touch Rebate Notes: Notes in relation to which, if the Currency-Related Variable reaches one or a number of predefined levels or values at any time, or is above one or a number of predefined levels or values on any specified date, the redemption amount payable at maturity is a specified variable amount (calculated by reference to a formula in the Pricing Supplement).

Second Chance Notes: Notes in relation to which, if the level or value of the Currency-Related Variable remains, at all times, within a predefined initial range, or if the level or value of the Currency-Related Variable does not remain within such predefined initial range but remains, at all times, within a broader predefined range, the redemption amount payable at maturity is a specified variable amount (calculated by reference to a formula in the Pricing Supplement).

Target Redemption Notes: Notes in relation to which, the interest payable is determined by reference to the level or value of the Currency-Related Variable **provided**, **however**, **that** the maximum cumulative amount of interest payable over the term of the Notes is specified on the issue date (the "**Lifetime Cap**") and the Issuer may redeem the Notes at par on the first payment date on which the cumulative interest up to and including such payment date would exceed the Lifetime Cap (taking into account the interest relating to such payment date), which interest will then be reduced so that Noteholders receive, over the life of the Notes, an aggregate of interest equal to the Lifetime Cap.

Recovery Best Coupon Notes: Notes in relation to which, if the level or value of the Currency-Related Variable is higher than predefined levels or values on specified dates, the interest payable in relation to such specified dates is a fixed amount. If the level or value of the Currency-Related Variable is not higher than the relevant predefined levels or values on any of the specified dates the interest which would otherwise have been payable in respect of such payment date shall not be paid on such payment date but shall be deferred to the next payment date in respect of which the level or value of the Currency-Related Variable is higher than the relevant predefined level or value.

Knock-out Straddle Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of the aggregate face amount of the Notes *plus* an amount equal to the *produc*t of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Pricing Supplement and any increase or decrease in the level or value of the Currency-Related Variable during the term of the Note, **provided**, **however**, **that** if such level or value is less than a specified level or value ("**Performance Floor**") or greater than a specified level or value ("**Performance Cap**") at any time during the term of the Note, the Note shall be redeemed at par.

Non-capital protected Notes

Airbag: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) the *produc*t of the aggregate face amount of the Notes and any increase or decrease in the level or value of the Currency-Related Variable during the term of the Note expressed as a percentage of the initial level or value of the Currency-Related Variable **provided that** the amount payable at maturity is no less than a specified amount, or (ii) the *produc*t of the aggregate face amount of the Notes and (A) if there is an increase in the level or value of the Currency-Related Variable during the term of the Notes, the *product* of a multiplier or participation rate specified in the Pricing Supplement and such level or value expressed as a percentage of the initial level or value of the Currency-Related Variable, or (B) if there is a decrease in the level or value of the Currency-Related Variable during the term of the Notes, such level or value expressed as a percentage of the initial level or value of the Currency-Related Variable. No interest is payable in respect of such Notes.

Leverage Airbag Plus Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as the *produc*t of the aggregate face amount of the Notes and (A) if there is an increase in the level or value of the Currency-Related Variable during the term of the Notes, the *product* of a multiplier or participation rate specified in the Pricing Supplement and such level or value expressed as a percentage of the initial level or value of the Currency-Related Variable, (B) if there is a decrease in the level or value of the Currency-Related Variable during the term of the Notes but the level or value of the FX Related Vehicle at maturity is greater than a specified level or value (the "**Performance Floor**"), 100 per cent., or (C) if there is a decrease in the level or value of the Currency-Related Variable during the term of the Notes, the level or value of the Currency-Related Variable has fallen below the Performance Floor at any time during the term of the Notes and the level or value of the Currency-Related Variable at maturity is less than the initial level or value of the Currency-Related Variable, such level or value at maturity expressed as a percentage of the initial level or value of the Currency-Related Variable. No interest is paid in respect of such Notes.

Booster Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) if there is an increase in the level or value of the Currency-Related Variable during the term of the Notes, the *sum* of (1) the aggregate face amount of the Notes and (2) the *produc*t of the aggregate face amount of the Notes and (3) the *product* of a multiplier or participation rate specified in the Pricing Supplement and (4) such level or value expressed as a percentage of the initial level or value of the Currency-Related Variable, (such percentage being subject to a predefined maximum percentage (a "**Performance Cap**")), (ii) if the final level or value of the Currency-Related Variable at maturity is less than the initial level or value of the Currency-Related Variable but higher than a predefined level or value specified in the Pricing Supplement, the *sum* of (1) the aggregate face amount of the Notes and (2) the *produc*t of the aggregate face amount of the Notes and (3) the predefined level or value specified in the Pricing Supplement, or (iii) if the final level or value of the Currency-Related Variable at maturity is less than the initial level or value of the Currency-Related Variable and such level or value is also less than a predefined level or value specified in the Pricing Supplement, the *product* of (1) the aggregate face amount of the Notes and (3) the final level or value of the Currency-Related Variable.

Dual Currency Notes: Notes in relation to which the interest payable is a fixed amount and, if the Currency-Related Variable is higher than a predefined level or value at maturity, the redemption amount payable to the Noteholder at maturity is calculated by reference to a formula specified in the Pricing Supplement applied to the aggregate principal amount of the Notes. Investors normally receive the final redemption amount at Maturity in one currency (either the original currency in which the Notes are denominated, or the alternative currency of the Currency-Related Variable). Payment of Interest shall be subject to further specifications in the formula specified in the Pricing Supplement.

Triple Currency Notes*:* Notes in relation to which the interest payable is a fixed amount and if at least one of the two Currency-Related Variables is higher than a predefined level or value at maturity, the redemption amount payable to the Noteholder at maturity is calculated by reference to a formula specified in the Pricing Supplement applied to the aggregate principal amount of the Notes. Investors normally receive payment at maturity in one of the three currencies (either the original currency in which the Notes are denominated or one of the two alternative currencies of the Currency-Related Variable). Payment of interest may be subject to further specifications in the formula specified in the Pricing Supplement.

Early Redemption Accrual Notes: Notes which are to be mandatorily redeemed prior to their maturity date if a specified trigger event relating to a Currency-Related Variable occurs after or during a specified period or on a specified date, as specified in the Pricing Supplement. The face amount of the Notes will be converted into an alternative currency every day and accrues until the trigger event date, so that the redemption amount payable to the Noteholder will be in the alternative currency for the accrued face amount and/or in the original denomination currency for the residual face amount.

Reverse Convertible Notes: Notes in relation to which the interest payable is a fixed amount. If the final level or value of Currency-Related Variable at maturity is higher than the initial level or value of the Currency-Related Variable, the redemption amount payable to the Noteholder at maturity is the aggregate principal amount of the Notes, whereas, if the final level or value of Currency-Related Variable is equal to or lower than the initial level or value of the Currency-Related Variable, the redemption amount payable to the Noteholder at maturity is calculated by reference to a formula specified in the Pricing Supplement applied to the aggregate principal amount of the Notes (such amount being less than the aggregate principal amount of the Notes).

Tracker Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) the *produc*t of the aggregate face amount of the Notes and, if there is an increase in the level or value of the Currency-Related Variable during the term of the Notes, such level or value expressed as a percentage of the initial level or value of the Currency-Related Variable, or (ii) the *produc*t of the aggregate face amount of the Notes and, if there is a decrease in the level or value of the Currency-Related Variable during the term of the Notes, such level or value expressed as a percentage of the initial level or value of the Currency-Related Variable. No interest is payable in respect of such Notes.

Leverage Tracker Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) the *produc*t of the aggregate face amount of the Notes and, if there is an increase in the level or value of the Currency-Related Variable during the term of the Notes, the *product* of a multiplier or participation rate specified in the Pricing Supplement and such level or value expressed as a percentage of the initial level or value of the Currency-Related Variable, or (ii) the *produc*t of the aggregate face amount of the Notes and, if there is a decrease in the level or value of the Currency-Related Variable during the term of the Notes, such level or value expressed as a percentage of the initial level or value of the Currency-Related Variable. No interest is payable in respect of such Notes.

PRODUCT DESCRIPTION RELATING TO INTEREST RATE-LINKED NOTES

Notes issued pursuant to the Programme may include Interest Rate-Linked Notes, being Notes in relation to which the interest payable thereon (if any) and/or the redemption amount thereof is determined by reference to levels of, or movements in, specified interest rates or other interest rate dependent variables, as applicable (each, an "**Interest-Related Variable**"). Such Notes may be Fixed Rate Notes, Floating Rate Notes, Variable Coupon Amount Notes or Zero Coupon Notes, as specified in the relevant Pricing Supplement. In the case of Variable Coupon Amount Notes, details of the dates on which interest shall be payable and the method of calculation of the interest payable on each such date will be set out in the relevant Pricing Supplement.

Interest-Related Variables may consist of interest rates for specified periods, such as London inter-bank offered rates "**LIBOR**" for deposits in specified currencies or "**EURIBOR**" for deposits in euro, or constant maturity swap ("**CMS**") or remaining maturity swap ("**RMS**") rates, or other interest-based factors, as specified in the relevant Pricing Supplement. Details of the Interest-Related Variable(s) applicable to any particular Series or Tranche of Notes and an indication of where information about the past and the future performance of the Interest-Related Variable and other information relating thereto will be specified in the relevant Pricing Supplement.

There follows a description of certain types of Interest Rate-Linked Notes that may be issued under the Programme. In addition to these types of Notes, the Issuer may issue Interest Rate-Linked Notes under the Programme which combine elements of any of the Interest Rate-Linked Notes described below or are linked to Interest-Related Variables in a manner other than described below, details of which will be provided in the relevant Pricing Supplement.

Early Redemption features for Interest Rate-Linked Notes:

Callable Notes: Notes which may be redeemed prior to their specified maturity date at the option of the Issuer, which option may be exercised periodically or on dates specified in the Pricing Supplement.

Puttable Notes: Notes which may be redeemed at the option of the Noteholder prior to the maturity date if a specified trigger event relating to an Interest-Related Variable occurs during a specified period or on a specified date, as specified in the Pricing Supplement.

Target Redemption Notes: Notes, the terms of which provide as follows: (i) the minimum and maximum interest payable to a Noteholder over the term of the Notes are set on the issue date and expressed as pre-determined percentages of the notional amount of the Notes ("**Lifetime Floor**" and "**Lifetime Cap**", respectively), (ii) the final interest payment is increased so that, if the cumulative total interest payments (taking into account the amount of such final interest payment) would not otherwise reach the Lifetime Floor, Noteholders receive over the life of the Notes cumulative interest payments equal to the Lifetime Floor and (iii) the Notes will be mandatorily redeemed at par on the first interest payment date on which the cumulative total interest payments up to and including such payment date would exceed the Lifetime Cap taking into account the interest payments scheduled to be made on such date, which interest payments will then be reduced so that Noteholders receive over the life of the Notes aggregate interest payments equal to the Lifetime Cap.

Trigger Redemption Notes: Notes which are not Callable Notes and which are to be mandatorily redeemed prior to their maturity date if a specified trigger event in relation to a Interest-Related Variable occurs during a specified period or on a specified date, as specified in the Pricing Supplement.

Payment features for Interest Rate-Linked Notes:

Coupon Notes: Notes in relation to which the interest payable to the Noteholder is subject to the performance of the Interest-Related Variable.

Zero Coupon Notes: Notes in relation to which no interest is payable to the Noteholder until the earlier of the scheduled maturity or early redemption.

Deferred Coupon Notes: Notes in relation to which the interest in relation to a given payment date may be deferred until the earlier of the scheduled maturity or early redemption on conditions specified in the Pricing Supplement.

Interest-Related Variable discontinuity features for Interest Rate-Linked Notes:

Digital Notes: Notes in relation to which, if the Interest-Related Variable at maturity reaches a predefined level or value, the interest payable is a fixed amount.

Barrier Notes: Notes under which the interest and/or the redemption amount payable to the Noteholder at maturity are determined by reference to the performance of the Interest-Related Variable depending on the level or value of the Interest-Related Variable attaining or falling below predefined levels or values. If the Pricing Supplement so specify, the predefined level or value may be varied on a specified date or dates or during specified periods throughout the term of the Notes. The predefined levels or values may consist of any of the following:

Up and Out: If the level or value of the Interest-Related Variable is higher than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder ceases to be linked to the performance of the Interest-Related Variable as specified in the relevant Pricing Supplement.

Up and In: If the level or value of the Interest-Related Variable is higher than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder become linked to the performance of the Interest-Related Variable as specified in the relevant Pricing Supplement.

Down and Out: If the level or value of the Interest-Related Variable is lower than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder cease to be linked to the performance of the Interest-Related Variable as specified in the relevant Pricing Supplement.

Down and In: If the level or value of the Interest-Related Variable is lower than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder become linked to the performance of the Interest-Related Variable as specified in the relevant Pricing Supplement.

The specified date or dates, or specified periods, for the observation of the level or value of the Interest-Related Variable against the relevant predefined level or value may include any of the following or maybe as otherwise specified in the Pricing Supplement:

American: the level or value of the Interest-Related Variable is observed continuously during a specified period.

Bermudan*:* the level or value of the Interest-Related Variable is observed during a period which consists of a number of specified dates.

Discrete: the level or value of the Interest-Related Variable is observed daily at a specified time on specified dates.

European: the level or value of the Interest-Related Variable is observed at maturity.

Parisian: the level or value of the Interest-Related Variable is observed on the occurrence of a specified event.

Switchable Notes*:* Notes paying a fixed coupon. After a predetermined period, the Issuer may, at its sole option, switch irrevocably from a fixed coupon to a floating coupon on each predefined switch date.

Window: the level or value of the Interest-Related Variable is only observed during a fixed period.

Interest-Related Variable path dependent features for Interest Rate-Linked Notes:

Range Accrual Notes: Notes in relation to which the interest only accrues for each day during a period that a specified Interest-Related Variable remains within a specified range (which may vary during the term of the Notes), as specified in the Pricing Supplement.

Average Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated by reference to the average level or value of the Interest-Related Variable on a number of specified dates occurring on or after the issue date to but excluding the maturity date, as specified in the Pricing Supplement.

Snow Notes: Notes in relation to which a fixed interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given period is determined by reference to (i) the rate used to calculate the interest for the preceding period and applying to it a pre-specified rate and (ii) a Interest-Related Variable, as set out in the Pricing Supplement (subject to minimum interest rate of 0 per cent.).

Ratchet Notes: Notes in relation to which a fixed rate is used to calculate the interest for the initial period (the "**initial rate**") and leveraged thereafter whereby the subsequent rate for any given period used to calculate the interest is determined by reference to (A) the rate applicable for the preceding period and applying to it a pre-specified rate and (B) an Interest-Related Variable (subject to a minimum interest rate of 0 per cent.), until a specified date on which the rate used to calculate the interest is reset to the initial rate and the rate leverage process recommences.

Serial Notes: Notes in relation to which rate used to calculate the interest is determined by reference to (i) any one of the minimum, the maximum or the average level or value of the specified Interest-Related Variable over a certain period of time and (ii) a rate specified in the Pricing Supplement.

Snowball: Callable Notes in relation to which the fixed rate used to calculate the interest is set for the initial period and then leveraged thereafter whereby the rate for any given period is calculated using the rate for the preceding period and applying to it a pre-specified rate which increases each year and subtracting the level or value of the specified Interest-Related Variable (subject to minimum interest rate of 0 per cent.).

Bearish Snowball: Callable Notes in relation to which the rate used to calculate the fixed interest is set for the initial period and then leveraged thereafter whereby the rate for any given period is calculated using the rate for the preceding period and adding to it the product of a multiple of the Interest-Related Variable minus a pre-specified rate (which increases each year) (subject to a minimum interest rate of 0 per cent. and a pre-specified maximum interest rate).

Resettable Snowball: Callable Notes in relation to which (i) the rate used to calculated the fixed interest payment is set for the initial period (the "**initial interest rate**") and leveraged thereafter whereby the subsequent interest rate for any given interest period is calculated using the interest rate for the preceding period and applying to it a pre-specified rate which increases each year and subtracting the specified Interest-Related Variable (subject to a minimum rate of 0 per cent.) until a specified date on which the interest is reset to the initial rate and the rate leverage process recommences, and (ii) the Issuer has a right to redeem the Notes earlier than the maturity date if a trigger event relating to a specified Interest-Related Variable occurs and is existing on a specified early redemption date during the term of the Notes.

Recovery Note: Callable Notes in relation to which the fixed rate used to calculate the interest is set for the initial period and then leveraged thereafter whereby the rate for any given period is calculated using the rate for the preceding period and adding to it the product of a multiple of the specified Interest-Related Variable minus a pre-specified rate (which increases each year) (subject to a minimum interest rate of 0 per cent. and a pre-specified rate maximum).

Seesaw Note: Callable Notes in relation to which the method of calculating interest changes during the life of the Notes as follows. The fixed rate used to calculate the interest is set for the initial period and is then leveraged thereafter whereby the rate for any given period is calculated using the rate for the preceding period and applying to it a multiple of a pre-specified rate or rates less the specified Interest-Related Variable. The rate used to calculate the interest will then revert to the original rate or another fixed rate for a specified number of periods. Thereafter, the rate used to calculate the interest for any given period is calculated using the rate for the preceding period and applying to it a multiple of the specified Interest-Related Variable less a pre-specified rate or rates. The rate applicable to any period may be subject to minimum and maximum rate limits.

SnowBlade Note: Target Accrual Redemption Notes which are not Callable Notes in relation to which a fixed rate is set for the initial period and then leveraged thereafter whereby the rate for any given subsequent period is calculated using the rate for the preceding period and applying to it a pre-specified rate which increases each year and subtracting the specified Interest-Related Variable (subject to a minimum interest rate of 0 per cent.).

Coupon features for Interest Rate-Linked Notes:

Capped Fixed Coupon: Notes in relation to which the rate used to calculate the interest is less than or equal to a specified fixed rate.

Floored Fixed Coupon: Notes in relation to which the rate used to calculate the interest is greater than or equal to a specified fixed rate.

Capped Spread Coupon: Notes in relation to which the rate used to calculate the interest is (i) determined by reference to a Interest-Related Variable being the difference between two specified interest rates and (ii) is less than or equal to a specified rate.

Floored Spread Coupon: Notes in relation to which the rate used to calculate the interest is (i) determined by reference to the difference between two interest rates and (ii) is greater than or equal to a specified rate.

Capped Global Coupon: Notes in relation to which (i) the interest payable is determined by reference to an Interest-Related Variable, and (ii) the cumulative interest paid up to a given payment date (including the interest payable in respect of such payment date) is less than or equal to an amount specified in the Pricing Supplement for such payment date. If such cumulative amount is greater than the amount specified in the Pricing Supplement the interest payable on the relevant payment date shall be reduced to ensure such cumulative amount is equal to the amount specified in the Pricing Supplement for such payment date.

Floored Global Coupon: Notes in relation to which (i) the interest payable is determined by reference to an Interest-Related Variable, and (ii) the cumulative interest paid up to a given payment dates (including the interest payable in respect of such payment date) is greater than or equal to an amount specified in the Pricing Supplement for such payment date. If such cumulative amount is less than the amount specified in the Pricing Supplement the interest payable on the relevant payment date shall be increased to ensure such cumulative amount is equal to the amount specified in the Pricing Supplement for such payment date.

Interest Rate Reset features relating to Interest Rate-Linked Notes

Interest-in-arrear: Notes in relation to which the interest is determined by reference to an Interest-Related Variable which is determined at the end of a given period.

Interest-in-advance: Notes in relation to which the interest is determined by reference to an Interest-Related Variable which is determined prior to the commencement of a given period.

Underlyings relating to Interest Rate-Linked Notes

Callable step-down Floaters: Callable Notes which are Floating Rate Notes and in relation to which (i) the rate used to calculate the interest is set at a fixed margin above the specified Interest-Related Variable but the total of which is capped at a specified fixed rate and (ii) the interest is only payable if the specified Interest-Related Variable remains below a certain pre-specified level.

Callable Inverse Floaters: Callable Notes in relation to which a fixed rate used to calculate the interest is set for an initial period, after which the rate for any given period is calculated by subtracting from a pre-specified fixed rate a multiple of the specified Interest-Related Variable (subject to a minimum interest rate of 0 per cent.).

Constant Maturity Swap ("CMS") Fixed Spread Callable Range Accrual Notes: Notes in relation to which the interest is greater than or equal to a specified fixed rate Callable Notes in relation to which a fixed rate is set for the initial period and then for subsequent periods the fixed rate only accrues for each day during that period if specified constant maturity swap spread (a "**CMS Spread**") remains above a pre-specified trigger level or lower barrier.

VariCap Note: Notes which are not Callable Notes, in relation to which the interest rate calculated in relation to any period is a CMS rate plus a spread, but subject to a minimum rate and a variable maximum interest rate (the "**Cap**"). The Cap is calculated by reference to a multiple of the specified CMS Spread, which multiple may or may not increase over time, as specified in the relevant Pricing Supplement.

Callable Range Accrual Notes: Range Accrual Notes which are Callable Notes.

Trigger Redemption Range Accrual Notes: Range Accrual Notes which are Trigger Redemption Notes.

Auto-puttable Callable Range Accrual Notes: Range Accrual Notes which are Callable Notes and Auto-puttable Notes.

Fixed Callable Range Accrual Notes: Range Accrual Notes which are Callable Notes and which bear interest at a fixed rate.

Floating Callable Range Accrual Notes: Range Accrual Notes which are Callable Notes and which accrue interest at a floating interest rate.

Forms of Target Accrual Redemption Notes

Target Accrual Redemption Notes (TARNs) (Bullish): Target Accrual Redemption Notes under which a fixed interest rate is set for the initial interest period and then for subsequent interest periods the interest rate is calculated using a fixed rate and subtracting therefrom a multiplier of the level of a specified Interest-Related Variable (subject to a minimum interest rate of 0 per cent.).

Bearish TARN: Target Accrual Redemption Notes in relation to which the interest rate is calculated by applying a fixed multiplier to the level of a specified Interest-Related Variable and subtracting a specified fixed rate which increases each year (subject to a minimum interest rate of 0 per cent.).

BONUS TARN: Target Accrual Redemption Notes in relation to which the interest rate is calculated using an initial fixed rate during the first interest period, then a higher fixed rate minus a multiplier time a specified Interest-Related Variable during subsequent periods and an additional bonus payment (expressed as a percentage of the notional amount of the Notes and increasing annually throughout the term of the Notes) is made to Noteholders on the redemption date.

SnowRange Notes: Notes which are Callable Notes and in relation to which (i) interest only accrues for each day (a "**Qualifying Day**") during a period that a specified Interest-Related Variable remains within a specified range (which may vary during the term of the Notes), as specified in the Pricing Supplement, (ii) the interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given interest period is calculated using the interest rate for the preceding period and applying to it a multiplier (calculated from the number of Qualifying Days in the current period divided by the actual number of days in the current period). (The SnowRange Note is a variation of the CRAN.)

Accumulator Leverage Inverse Floater Note: Floating Rate Notes in relation to which (i) the amount of interest payable to the Noteholder over the term of the Notes is known from the issue date and expressed as a percentage of the notional amount (the "**Lifetime Cap**") but the timing of interest payments and the maturity date is not known, (ii) the final interest payment is adjusted at maturity so that the sum of all interest payments (including such adjusted payment) equals the Lifetime Cap (iii) the Notes are automatically redeemed at par on an interest payment date if the sum of the interest payments (prior to the adjustment of such interest payment) would otherwise exceed the Lifetime Cap.

BladeRanger Notes: Target Accrual Redemption Notes under which interest only accrues for each day (a "**Qualifying Day**") during a period that a specified Interest-Related Variable remains within a specified range (which may vary during the term of the Notes), as specified in the Pricing Supplement, (ii) the interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given interest period is calculated using the interest rate for the preceding period and applying to it a multiplier (calculated from the number of Qualifying Days in the current period divided by the actual number of days in the current period).

Resettable SnowRange: SnowRange Notes which are Callable Notes and in relation to which, on a specified date, the interest payable is reset to the initial interest rate applicable to the first interest period and the interest rate leverage process recommences.

Bearish SnowRange: Callable Notes in relation to which (i) the interest only accrues for each day (a "**Qualifying Day**") over a period that a specified Interest-Related Variable remains above a pre-specified level which may be increased annually, as specified in the Pricing Supplement and (ii) the interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given interest period is calculated using the interest rate for the preceding period and applying to it a multiplier (calculated from the number of Qualifying Days in the current period divided by the actual number of days in the current period).

Front-End SnowRange: SnowRange Notes which are Callable Notes in relation to which the Issuer is entitled to exercise its right to redeem early if the specified Interest-Related Variable remains within the pre-specified range during the first year of the term of the Notes.

Range Accrual Notes: Notes in relation to which the interest is a variable amount (calculated by reference to a formula in the Pricing Supplement) and only accrues for each day during a period that a specified Interest-Related Variable remains within a specified range (which may vary during the term of the Notes), as specified in the Pricing Supplement.

Dual Range Accrual Notes: A dual range accrual note is a range accrual note that accrues interest for each day where the two observed reference indices are within their respective range while a lower coupon or no interest is accrued for each day where the indices fall outside of the range. The range for the observed reference indices (mostly observed daily) might vary over the life of the security. The most common structure is linked to the spread of two Constant Maturity Swaps and an interbank rate.

Constant Maturity Swap ("CMS") linked Notes and Remaining Maturity Swap ("RMS") linked Notes

Deferred digital: Notes which are not Callable Notes and in relation to which (i) the timing of the interest rate payment is conditional on the specified Interest-Related Variable and (ii) if the specified Interest-Related Variable remains below a certain trigger level or barrier, the interest rate payable is a fixed amount and if the specified Interest-Related Variable reaches the trigger level or barrier, the interest rate payable is compounded over the term of the Notes and payment is deferred until maturity.

Remaining-Maturity-Swap CRAN: Callable Notes in relation to which interest only accrues for each day over a certain period of time that the specified underlying Remaining-Maturity-Swap (RMS) rate remains below a certain pre-specified trigger level or upper barrier.

RMS Wings Note: Callable Notes in relation to which there is a certain fixed minimum interest rate which only accrues for each day over a certain period of time that the specified Interest-Related Variable is either (i) below a certain pre-specified trigger level or (ii) above a certain higher pre-specified trigger level.

CMS SnowRange: Callable Notes in relation to which (i) interest only accrues for each day (a "**Qualifying Day**") over a certain period of time that a specified CMS rate remains within a pre-specified range which may increase annually and (ii) the interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given interest period is calculated using the interest rate for the preceding period and applying to it a multiplier (calculated from the number of Qualifying Days in the current period divided by the actual number of days in the current period).

Bearish CMS: Target Accrual Redemption Notes in relation to which a fixed interest rate is set for the initial interest period and then for subsequent interest periods it is calculated by subtracting a fixed multiplier which increases each year from a specified CMS rate (subject to a minimum interest rate of 0 per cent.).

CMS Recovery Note: Callable Notes in relation to which a fixed interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given interest period is calculated using the interest rate for the preceding period and adding to it the product of a multiple of a specified CMS rate minus a pre-specified interest rate (which increases each year) (subject to minimum interest rate of 0 per cent. and a pre-specified maximum interest rate).

CMS TARN Note: Target Accrual Redemption Notes in relation to which a fixed interest rate is set for the initial interest period and then for subsequent interest periods the interest rate is calculated using a fixed rate and subtracting the level of a specified CMS rate (subject to a minimum interest rate of 0 per cent.).

CMS Spread-linked Notes

(CMS) Fixed SCRAN: Callable Notes in relation to which a fixed interest rate is set for the initial interest period and then for subsequent interest periods the fixed interest rate only accrues for each day over a certain period of time that a specified constant maturity swap spread (a "**CMS Spread**") remains above a pre-specified trigger level or lower barrier.

(CMS) Floating SCRAN: Callable Notes in relation to which a fixed interest rate is set for the initial interest period and then for subsequent interest periods a floating rate of interest only accrues for each day over a certain period of time that a specified CMS-Spread remains above a pre-specified trigger level or lower barrier.

Wedding Cake Note: Notes which are not Callable Notes, in relation to which the floating interest rate is comprised of three different tiers of calculation and only accrues for each day that a specified CMS Spread remains (a) above a pre-specified trigger level, (b) remains within a pre-specified range and (c) remains below a pre-specified trigger level, over a certain period of time.

Floating SCRAN: Callable Notes in relation to which a fixed interest rate is set for the initial interest period and then for subsequent interest periods the interest only accrues for each day over a certain period of time that the specified Interest-Related Variable remains above a pre-specified trigger level or lower barrier.

VariCap Note: Notes which are not Callable Notes, in relation to which the interest calculated in relation to any period is a CMS rate plus a spread, but subject to a minimum interest rate and a variable maximum interest rate (the "**Cap**"). The Cap is calculated by reference to a multiple of the specified CMS Spread, which multiple may or may not increase over time, as specified in the relevant Pricing Supplement.

CMS Steepener (Bearish): Callable Notes in relation to which the interest rate is set at a fixed margin above a specified CMS rate and is payable if such CMS rate remains above a pre-specified trigger level (which increases throughout the term of the Notes) but if the CMS rate falls below the trigger level, then the interest rate payable is capped at a specified fixed amount.

Volatility-linked Notes

Serial Notes: Notes which are not Callable Notes and in relation to which the interest rate is determined by any one of the minimum, the maximum or the average level of the Specified Interest- Related Variable over a certain period of time plus a pre-specified rate.

Sliding Volatility Note: Notes which are not Callable Notes and in relation to which the rate used to calculate the interest is set at a multiple of the value of the change in a specified Interest-Related Variable over a specified period.

Terminal Volatility Note: Notes which are Callable Notes and in relation to which the rate used to calculate the interest rate for any interest period is calculated by multiplying a specified fixed rate by the absolute value of the difference between the specified Interest-Related Variable at the start of one period and such Interest-Related Variable at the end of the period.

PRODUCT DESCRIPTION RELATING TO CREDIT-LINKED NOTES

Credit-Linked Notes to which the "Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)" apply

Linked Notes, being Notes in relation to which the interest rate and/or the amount payable and/or the value of the assets deliverable on redemption reflect the performance of a reference entity or reference obligation, or a portfolio of reference entities or reference obligations and the credit-linked terms of which include terms based on the 2014 ISDA Credit Derivatives Definitions. These Credit-Linked Notes may be auction settled, with cash settlement as the fallback settlement method, or physically settled, as specified in more detail in the relevant Pricing Supplement.

Credit-Linked Notes usually offer a higher yield than most basic eurobonds with a similar credit rating.

Details of the reference entity or reference entities to which Credit-Linked Notes relate and of the page(s) of Bloomberg, the Reuters Service and/or other source(s) where information about such reference entity or reference entities can be obtained will be specified in the relevant Pricing Supplement.

PRODUCT DESCRIPTION RELATING TO EQUITY-LINKED NOTES, CASH EQUITY LOANS AND INDEX-LINKED NOTES

Equity/Index-Linked Notes issued under the Programme may include Notes of the following product categories:

(a) Equity-Linked Notes and Cash Equity Notes; and

(b) Index-Linked Notes.

The Issuer may issue Equity/Index-Linked Notes under the Programme which combine elements of any of the Notes described below, details of which will be provided in the relevant Pricing Supplement.

References herein to an "**Equity/Index-Related Variable**" in relation to any Note are to the underlying security, basket of securities, index or indices to which such Note is linked.

Where Notes are linked to an underlying basket of securities or indices, references herein to a "**Component**" are references to each individual index or security within such basket of indices or securities, as applicable.

(A) **Equity-Linked Notes and Cash Equity Notes**

Notes issued pursuant to the Programme may include Equity-Linked Notes and Cash Equity Notes, being Notes in relation to which the interest rate and/or the redemption amount payable at maturity is linked to, or to the performance over a defined period of, a security or basket of securities and may include details of the security or basket of securities to which Equity-Linked Notes or Cash Equity Notes are linked, the ISIN (international security identification number) or other security identification code thereof and the page(s) of Bloomberg, the Reuters Service and/or other source where information about the past and the future performance of such security or securities can be obtained will be specified in the Pricing Supplement. Equity-Linked Notes and Cash Equity Notes may include:

(a) Notes in relation to which the interest amount and/or the redemption amount payable at maturity is linked to the performance or percentage change in the share price of a single share in a selected corporate entity (or other security), or the value of the basket of shares in selected corporate entities (other such securities) over a defined period by way of a formula specified in the Pricing Supplement;

(b) Notes in relation to which the Noteholder has a right (exercisable within a certain period or on a certain date) to exchange the principal amount of the Notes for a specified quantity of securities in one or more selected corporate entities (or other securities); and/or

(c) Notes in relation to which the Issuer has a right (exercisable within a certain period or on a certain date) to exchange the principal amount of the Notes for an equivalent value of securities in one or more selected corporate entities (or other securities).

(B) **Index-Linked Notes**

Notes issued pursuant to the Programme may include Index-Linked Notes, being Notes in relation to which the interest rate and/or the redemption amount payable at maturity is linked to the performance of one or more indices, by way of a specified formula or in such other manner as shall be specified in the Pricing Supplement. Such indices may include, without limitation, the Euro STOXX® 50 Index (Bloomberg Code: SX5E), the Standard & Poor's 500® Index (Bloomberg Code: SPX), the Nasdaq 100 Index (Bloomberg Code: NDX), the Nikkei 225® Index (Bloomberg Code: NKY), the FTSE™ 100 Index (Bloomberg Code: UKX), the CAC40® Index (Bloomberg Code: CAC), the SMI® Index (Bloomberg Code: SMI) or the US CPI Urban Consumers NSA (Bloomberg Code: CPURNSA) or a combination of these or any other published indices.

HSBC has developed indices that are algorithmic/managed strategies, such indices include without limitation the following, and the interest rate and/or the redemption amount payable at maturity may be linked to any of them or a combination of them or any other published indices:

Index Name	Bloomberg Ticker
HSBC EUR DTP	HSTPEU01
HSBC USD Volatility Budgeted DTP 1	HSTPVB01
HSBC USD Volatility Budgeted DTP 2	HSTPVB02
HSBC USD Volatility Budgeted DTP 3	HSTPVB03
HSBC USD Volatility Budgeted DTP 4	HSTPVB04
HSBC EUR Uniform Volatility Budgeted	HSUNEU01
HSBC GBP Uniform Volatility Budgeted	HSUNBP01
HSBC USD Uniform Volatility Budgeted	HSUNUS01
HSBC USD Uniform Basket	HSUNBKU1
HSBC METYS – VB Index	HSMETYS1
HSBC Global FX Carry Benchmark – Excess Return	HSFAEC0U
HSBC Global FX Carry Index – Total Return	HSFATC1U
HSBC Global FX Carry Index – Excess Return	HSFAEC1U
HSBC Global FX Carry Index – Volatility Target	HSFAVC1U
HSBC SGD NEER Long and Short Indices	HSFYESLU (Long) and HSFYESSU (Short)

The Dynamic Term Premium (DTP) indices are rules-based strategies that aims to generate returns by exploiting the 'term premium' and aim to benefit from instances when term premium is either positive or negative.

The HSBC Uniform Index Series is a rules-based strategy that was developed with the aim of benefitting from moves in money market futures in USD, GBP and EUR. Its underlying aims to anticipates moves in money market futures and takes long or short positions in these futures.

The HSBC METYS Index is a rules-based strategy that was developed to benefit from moves in the difference between the 2 year and the 10 year US treasury yields. Its underlying strategy aims to anticipate moves in the difference between the yields implied by the 2 year US Treasury Future and the 10 year US Treasury Future (this spread is referred to as '2s10s') and takes long and short positions in these futures.

The HSBC Global FX Carry Benchmark is a rules-based strategy that aims to generate returns by taking advantage of the interest rate differential where this strategy involves investing in high-yeilding currencies while borrowing in low yielding currencies.

The HSBC Global FX Carry Index is a rules-based strategy that aims to generate returns by taking advantage of the interest rate differential where this strategy involves investing in high-yeilding currencies while borrowing in low yielding currencies. Currencies exhibiting high volatility are excluded from the selection process.

The Volatility Target HSBC Global FX Carry Index is a rules-based strategy that aims to generate returns by taking advantage of the interest rate differential where this strategy involves investing in high-yeilding currencies while borrowing in low-yielding currencies. Currencies exhibiting high volatility are excluded from the selection process and exposure to the strategy is adjusted on a regular basis such that the realised volatility of the strategy performance reaches a target level.

The HSBC SGD NEER Long and Short Indices are HSBC research-based strategies that aim to generate returns from the SGD NEER (SGD National Effective Exchange Rate) by taking a view on the economy of Singapore. The SGD NEER is a monetary tool used by the Monetary Authority of Singapore (MAS) to approximate SGD value against currencies of Singapore's major trading partners. The SGD NEER policy Basket is confidential and market participants interested in SGD try to guess its composition The HSBC SGD NEER Strategies involve going long (or short) a basket of currencies (containing 42 currencies) where weights are determined by HSBC Research to try to replicate the SGD NEER Index. Weightings of the Basket are changed independently by HSBC Research on a regular basis depending on their view.

The name of the relevant (or each) relevant index and the website of the relevant index sponsor page(s) of the Reuters Service and/or other source where information about such index can be obtained will be specified in the relevant Pricing Supplement.

Principal Protected Notes

Callable Notes: Notes which may be redeemed prior to their specified maturity date at the option of the Issuer, which option may be exercised periodically or on specified dates, as described in the Pricing Supplement.

Coupon Notes: Notes in relation to which (i) the interest payable to the Noteholder is subject to the performance of the Equity/Index-Related Variable, and (ii) the redemption amount payable to the Noteholder is greater than or equal to the aggregate face amount of the Notes.

Callable Coupon Notes: Notes in relation to which (i) the interest payable to the Noteholder is subject to the performance of the Equity/Index-Related Variable (which may be independent of any condition relating to the redemption amount payable at maturity to such Noteholders), and (ii) the Issuer may redeem the Notes prior to their specified maturity date on dates specified in the Pricing Supplement.

Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of (i) the aggregate face amount of the Notes and (ii) an amount equal to the *product* of (A) the aggregate face amount of the Notes, (B) a multiplier or participation rate specified in the Pricing Supplement and (C) any increase in the level or value of the Equity/Index-Related Variable expressed as a percentage of the initial level or value of the Equity Related Variable (such amount not being subject to a maximum amount payable to the Noteholder ("**No Fixed Cap**")).

Capped Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of (i) the aggregate face amount of the Notes *plus* (ii) an amount equal to the *produc*t*s* of (A) the aggregate face amount of the Notes, (B) a multiplier or participation rate specified in the Pricing Supplement and (C) any increase in the level or value of the Equity/Index-Related Variable (such amount being subject to a maximum amount payable to the Noteholder set on the issue date and expressed as a predefined percentage of the aggregate face amount of the Notes (a "**Fixed Cap**")).

Average Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated by reference to the average level or value of the Equity/Index-Related Variable on a number of specified dates occurring on or after the issue date to but excluding the maturity date, as specified in the Pricing Supplement.

Smart Growth Notes: Notes under which the redemption amount payable to the Noteholder on maturity is linked to the best performance of the Components in a basket of equities or indices. On certain dates specified in the Pricing Supplement the Component that has the highest value or level expressed as a percentage of the value or level of that Component on a date specified in the Pricing Supplement, shall be removed from the basket. The redemption amount payable on maturity is calculated as the *sum* of (i) the aggregate face amount of the Notes *plus* (ii) an amount equal to the *produc*t of (A) the aggregate face amount of the Notes, (B) a multiplier or participation rate specified in the Pricing Supplement and (C) an amount equal to the level or value of the basket at maturity expressed as a percentage of the initial level of such basket plus each of the returns on those Components removed from the basket.

Accrual Notes: Notes in relation to which the accrual of interest amount and the rate of such accrual is dependent upon the performance of the Equity/Index-Related Variable, as specified in the Pricing Supplement.

Range Accrual Notes: Notes in relation to which the interest is a variable amount (calculated by reference to a formula in the Pricing Supplement) and only accrues for each day during a period that a specified Equity/Index-Related Variable remains within a specified range (which may vary during the term of the Notes), as specified in the Pricing Supplement.

Range Binary Notes: Notes in relation to which, if the Equity/Index-Related Variable remains within a specified range, the interest payable is a specified variable amount (calculated by reference to a formula in the Pricing Supplement).

Wedding Cake Range Binary Notes: Notes in relation to which, if the Equity/Index-Related Variable remains within one of a number of ranges specified in the Pricing Supplement, the interest payable is a specified variable amount (calculated by reference to a formula in the Pricing Supplement) relating to the relevant range.

Callable Floored Accrual Protected Notes: Notes in relation to which (i) interest accrues as set out in the relevant Pricing Supplement and is payable to the Noteholders for each day on which if the level or value of each Component of the Equity/Index-Related Variable is greater than levels or values specified for such Components in the Pricing Supplement (ii) the redemption amount payable to the Noteholder is equal to or greater than the aggregate face amount of the Note and (i) the Issuer may redeem the Notes prior to their scheduled maturity date on dates specified in the Pricing Supplement.

Max Lookback Strike Growth Notes: Notes under which the principal amount payable to the Noteholder at maturity is calculated as the *sum* of (i) the aggregate face amount of the Notes and (ii) an amount equal to the *product* of (A) the aggregate face amount of the Notes, (B) a multiplier or participation rate specified in the Pricing Supplement and (C) the highest increase in the level or value attained by the Equity/Index-Related Variable during a period specified in the Pricing Supplement, expressed as a percentage of the initial level or value of such Equity/Index-Related Variable (such amount not being subject to a maximum amount payable to the Noteholder ("**No Fixed Cap**")).

Captain Notes: Notes under which the principal amount payable to the Noteholder at maturity and/or the interest payable to the Noteholder are determined by reference to the average level or value of an Equity/Index-Related Variable in respect of which each Component has a maximum level or value (a "**Cap**") specified in the Pricing Supplement.

Captain Notes may include additional provisions, including the following:

- provisions under which, if the performance of the relevant Equity/Index-Related Variable or Component thereof is positive and/or exceeds a certain level or value, then for all future observations the Cap is either replaced with a Cap at a new level or the level or value of such Component for all future observations is fixed at a new specified level or value;
- provisions under which the negative performance of the Equity/Index-Related Variable or Component thereof has a minimum level or value (a "**Floor**") so that any negative performance beyond the Floor is disregarded;
- provisions under which, if the performance of the Equity/Index-Related Variable is negative, then its level will be deemed to be one of several pre-determined levels or values, each a "digital floor", depending on where the performance falls within certain specified ranges; and
- provisions under which the final level or value of the relevant Equity/Index-Related Variable or Component thereof is replaced by its highest level or value observed on the previous valuation dates under the Notes.

Binary Captain Notes: Notes under which the principal amount payable to the Noteholder at maturity and/or the interest payable to the Noteholder are determined by reference to the average level or value of an Equity/Index-Related Variable in respect of which each Component that has, on the relevant valuation date, a level or value higher than its initial level or value shall have a pre-determined level or value assigned to it for the purposes of calculating such average level or value of the Equity/Index-Related Variable.

Smart Average Notes: Notes under which the redemption amount payable to the Noteholder at maturity is linked to the performance of an Equity/Index-Related Variable having participations in Components which may be adjusted by reference to the average performance, such Components as specified in the Pricing Supplement.

Rainbow Average Notes: Notes under which the redemption amount payable to the Noteholder at maturity is linked to the performance of an Equity/Index-Related Variable which has participations in the performance of its Components which may be varied as specified in the Pricing Supplement. On certain dates specified in the Pricing Supplement the average performance of each Component since the issue date will be determined and the participations for each Component will be adjusted, so that the best performing Components will have an increased participation and the worst performing Components will have a decreased participation.

Growing Average Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated by reference to the average level or value of the Equity/Index-Related Variable in respect of certain periods specified in the Pricing Supplement **provided**, **however**, **that** the average level or value for a given period shall not be less than the highest average level or value determined in respect of each preceding period.

Performance Spread Notes*:* Notes under which the interest payable to the Noteholder is linked to the performance of an Equity/Index-Related Variable, the level or value of which is dependent on the difference in the performance of the best performing Component and the worst performing Component during a given period, **provided**, **however**, **that** the interest shall be no greater than an amount specified in the Pricing Supplement. If specified in the Pricing Supplement, the interest may be greater than or equal to a minimum amount.

Target Redemption Notes: Notes in relation to which the interest payable to the Noteholder is determined by reference to the level or value of the Equity/Index-Related Variable **provided**, **however**, **that** the maximum cumulative amount of interest payable over the term of the Notes is specified on the issue date (the "**Lifetime Cap**") and the Issuer may redeem the Notes at par on the first interest payment date on which the cumulative interest up to and including such interest payment date would exceed the Lifetime Cap (taking into account the interest scheduled to be made on such date), which interest amount will then be reduced so that Certificate holders receive, over the life of the Notes, interest in an aggregate amount equal to the Lifetime Cap.

Recovery Best Coupon Notes: Notes in relation to which, if the level or value of the Equity/Index-Related Variable is higher than predefined levels or values on specified dates, the interest payable in relation to such specified dates is a fixed amount. If the level or value of the Equity/Index-Related Variable is not higher than the relevant predefined levels or values on any of the specified dates the interest which would otherwise have been payable in respect of such interest payment date shall not be paid on such interest payment date but shall be deferred to the next interest payment date in respect of which the level or value of the Equity/Index-Related Variable is higher than the relevant predefined level or value.

Non-Principal Protected Notes

Absolute Performance Auto Callable Notes: Notes in relation to which the interest (if any) and/or the redemption amount payable is linked to the performance of an Underlying, as determined by the Calculation Agent. The performance of the Underlying on particular dates may result in the redemption of the Absolute Performance Auto Callable Notes prior to their scheduled maturity at an amount which reflects the absolute performance of the Underlying. The performance of the Underlying will also determine the redemption amount of Absolute Performance Auto Callable Notes at their scheduled maturity. Absolute Performance Auto Callable Notes will be redeemed on their scheduled maturity at an amount which reflects the absolute performance of the Final Index Level (as defined in the relevant Pricing Supplement) in relation to the Initial Index Level (as defined in the relevant Pricing Supplement), as determined by the Calculation Agent. Accordingly, so long as no Trigger Event has occurred investors may receive on redemption of the Notes an amount in excess of their nominal amount even if the performance of the Underlying has been negative. If a Trigger Event has occurred, Absolute Performance Auto Callable Notes will be redeemed in whole (but not in part) at an amount (which may be less than their nominal amount) equal to the product of the nominal amount multiplied by the percentage decrease in value of the Underlying during the Observation Period (as defined in the relevant Pricing Supplement) as determined by the Calculation Agent. Absolute Performance Auto Callable Notes may or may not bear interest.

Barrier Notes: Notes under which the interest and/or the redemption amount payable to the Noteholder at maturity are determined by reference to the performance of the Equity/Index-Related Variable depending on the level or value of the Equity/Index-Related Variable attaining or falling below predefined levels or values. If the Pricing Supplement so specify, the predefined level or value may be varied on a specified date or dates or during specified periods throughout the term of the Notes. The predefined levels or values may consist of any of the following:

- *Up and Out*: if the level or value of the Equity/Index-Related Variable is higher than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder ceases to be linked to the performance of the Equity/Index-Related Variable as specified in the relevant Pricing Supplement.

- *Up and In*: if the level or value of the Equity/Index-Related Variable is higher than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder becomes linked to the performance of the Equity/Index-Related Variable as specified in the relevant Pricing Supplement.

- *Down and Out*: if the level or value of the Equity/Index-Related Variable is lower than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder cease to be linked to the performance of the Equity/Index-Related Variable as specified in the relevant Pricing Supplement.

- *Down and In*: if the level or value of the Equity/Index-Related Variable is lower than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder become linked to the performance of the Equity/Index-Related Variable as specified in the relevant Pricing Supplement.

The specified date or dates or specified periods for the observation of the level or value of the Equity/Index-Related Variable against the relevant predefined level or value may include any of the following or may be as otherwise specified in the Pricing Supplement:

- *American*: the level or value of the Equity/Index-Related Variable is observed continuously during a specified period.

- *Bermudan*: the level or value of the Equity/Index-Related Variable is observed during a period which consists of a number of specified dates.

- *Discrete*: the level or value of the Equity/Index-Related Variable is observed daily at the closing of the Equity/Index-Related Variable.

- *European*: the level or value of the Equity/Index-Related Variable is observed at maturity.

- *Parisian*: the level or value of the Equity/Index-Related Variable is observed on the occurrence of a specified event.

- *Window*: the level or value of the Equity/Index-Related Variable is only observed during a fixed period.

Cliquet Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated by reference to the performance of the Equity/Index-Related Variable in each of a number of periods specified in the Pricing Supplement (each a "**Cliquet Period**"). The redemption amount payable at maturity is equal to the *sum* of the upside and/or downside in the level or value of the Equity/Index-Related Variable during each Cliquet Period. Variants of Cliquet Notes include:

- *Cliquet with local cap*: the performance of the Equity/Index-Related Variable in each Cliquet Period is limited on the upside.

- *Cliquet with collar*: the performance of the Equity/Index-Related Variable in each Cliquet Period is limited on both the upside and downside.

- *Digital Cliquet*: the performance of the Equity/Index-Related Variable in each Cliquet Period corresponds to a different pre-determined amount according to whether the underlying rises or falls in each Cliquet Period.

- *Cliquet with local individual cap*: the performance of each Component of the Equity/Index-Related Variable in each Cliquet Period is limited on the upside.

- *Cliquet with local cap on best performances*: only a specified number of best performances are limited on the upside.

Double No Touch Notes: Notes in relation to which, provided the level or value of the Equity/Index-Related Variable or the levels of values of some or all of the Components of an Equity/Index-Related Variable do not fall below predefined levels or values or increase above predefined levels or values at any time, an "**enhanced return**" (calculated by reference to a formula in the Pricing Supplement) is payable to the Noteholders at maturity.

Knock-out Straddle Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of (i) the aggregate face amount of the Notes and (ii) an amount equal to the *produc*t of (A) the aggregate face amount of the Notes, (B) a multiplier or participation rate specified in the Pricing Supplement and (C) any increase or decrease in the level or value of the Equity/Index-Related Variable during the term of the Note expressed as a percentage of the initial level or value of the Equity/Index-Related Variable, **provided**, **however**, **that** if such level or value is less than a specified level or value ("**Performance Floor**") or greater than a specified level or value ("**Performance Cap**") at any time during the term of the Note, the Note shall be redeemed at par.

Airbag Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) the *produc*t of the aggregate face amount of the Notes and any increase or decrease in the level or value of the Equity/Index-Related Variable during the term of the Note expressed as a percentage of the initial level or value of the Equity/Index-Related Variable **provided that** the amount payable at maturity is no less than a specified amount, or (ii) the *produc*t of the aggregate face amount of the Notes and (A) if there is an increase in the level or value of the Equity/Index-Related Variable during the term of the Notes, the *product* of a multiplier or participation rate specified in the Pricing Supplement and such level or value expressed as a percentage of the initial level or value of the Equity/Index-Related Variable, or (B) if there is a decrease in the level or value of the Equity/Index-Related Variable during the term of the Notes, such level or value expressed as a percentage of the initial level or value of the Equity/Index-Related Variable. No interest payments are payable in respect of such Notes.

Leverage Airbag Plus Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as the *produc*t of the aggregate face amount of the Notes and (A) if there is an increase in the level or value of the Equity/Index-Related Variable during the term of the Notes, the *product* of a multiplier or participation rate specified in the Pricing Supplement and such level or value expressed as a percentage of the initial level or value of the Equity/Index-Related Variable, (B) if there is a decrease in the level or value of the Equity/Index-Related Variable during the term of the Notes but the level or value of the Equity/Index-Related Vehicle at maturity is greater than a specified level or value (the "**Performance Floor**"), 100 per cent., or (C) if there is a decrease in the level or value of the Equity/Index-Related Variable during the term of the Notes, the level or value of the Equity/Index-Related Variable has fallen below the Performance Floor at any time during the term of the Notes and the level or value of the Equity/Index-Related Variable at maturity is less than the initial level or value of the Equity/Index-Related Variable, such level or value at maturity expressed as a percentage of the initial level or value of the Equity/Index-Related Variable. No interest is paid in respect of such Notes.

Reverse Airbag Plus Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as the *produc*t of the aggregate face amount of the Notes and (A) if there is a decrease in the level or value of the Equity/Index-Related Variable during the term of the Notes, the *product* of a multiplier or participation rate specified in the Pricing Supplement and the absolute value of such decrease in the level or value expressed as a percentage of the initial level or value of the Equity/Index-Related Variable, (B) if there is an increase in the level or value of the Equity/Index-Related Variable during the term of the Notes but the level or value of the Equity/Index-Related Vehicle at maturity is less than a specified level or value (the "**Performance Cap**"), 100 per cent., or (C) if there is an increase in the level or value of the Equity/Index-Related Variable during the term of the Notes, the level or value of the Equity/Index-Related Variable has risen above the Performance Cap at any time during the term of the Notes and the level or value of the Equity/Index-Related Variable at maturity is higher than the initial level or value of the Equity/Index-Related Variable, 100 per cent. *minus* such increase in the level or value at maturity expressed as a percentage of the initial level or value of the Equity/Index-Related Variable. No interest is paid in respect of such Notes.

Booster Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) if there is an increase in the level or value of the Equity/Index-Related Variable during the term of the Notes, the *sum* of (1) the aggregate face amount of the Notes and (2) the *produc*t of the aggregate face amount of the Notes and (3) the *product* of a multiplier or participation rate specified in the Pricing Supplement and (4) such level or value expressed as a percentage of the initial level or value of the Equity/Index-Related Variable, (such percentage being subject to a predefined maximum percentage (a "**Performance Cap**")), (ii) if the final level or value of the Equity/Index-Related Variable at maturity is less than the initial level or value of the Equity/Index-Related Variable but higher than a predefined level or value specified in the Pricing Supplement, the *sum* of (1) the aggregate face amount of the Notes and (2) the *product* of the aggregate face amount of the Notes and (3) the predefined level or value specified in the Pricing Supplement, or (iii) if the final level or value of the Equity/Index-Related Variable at maturity is less than the initial level or value of the Equity/Index-Related Variable and such level or value is also less than a predefined level or value specified in the Pricing Supplement, the *product* of (1) the aggregate face amount of the Notes and (3) the final level or value of the Equity/Index-Related Variable.

Reverse Convertible Notes: Notes may include terms providing that in certain circumstances linked to the price or performance of a Reference Asset determined as specified in the relevant Pricing Supplement, and, at the election of the Issuer, the Notes will be redeemed by the Issuer delivering, or procuring delivery, to the Noteholders of the relevant Securities or, as the case may be, Securities comprising the relevant Basket. Such terms may also provide that in such circumstances the Issuer may elect to redeem the Notes on an alternative cash payment basis, in an amount (which may be calculated on a formula basis) linked to such price or performance. Reverse Convertible Notes may also include Notes, the Pricing Supplement of which specify Additional Disruption Events in respect of the unavailability of relevant Exchange Rates.

Callable Short DI Put Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) if the level or value of the Equity/Index-Related Variable has remained higher than a predetermined level or value of the Equity/Index-Related Variable during the term of the Notes, the *sum* of (1) the aggregate face amount of the Notes and (2) the *produc*t of the aggregate face amount of the Notes and (3) the *product* of a multiplier or participation rate specified in the Pricing Supplement and (4) such level or value expressed as a percentage of the initial level or value of the Equity/Index-Related Variable, (such percentage being subject to a predefined maximum percentage (a "**Performance Cap**")), (ii) if the final level or value of the Equity/Index-Related Variable at maturity is less than the initial level or value of the Equity/Index-Related Variable but higher than a predefined level or value specified in the Pricing Supplement, the aggregate face amount of the Notes, or (iii) if the final level or value of the Equity/Index-Related Variable at maturity is less than the initial level or value of the Equity/Index-Related Variable and the level or value of the Equity/Index-Related Variable has at any time been less than a predefined level or value specified in the Pricing Supplement, the *product* of (1) the aggregate face amount of the Notes and (2) the final level or value of the Equity/Index-Related Variable expressed as a percentage of the initial level or value of the Equity/Index-Related Variable; **provided**, **however**, **that** on dates specified in the Pricing Supplement, if the level or value of the Equity/Index-Related Variable is higher than a predetermined level or value specified in the Pricing Supplement, the Issuer may redeem the Notes prior to the scheduled maturity at an amount equal to the *sum* of (1) the aggregate face amount of the Notes and (2) the *product* of the aggregate face amount and either (a) a predetermined percentage or (b) the increase in the level or value of the Equity/Index-Related Variable expressed as a percentage of the initial level or value of the Equity/Index-Related Variable.

Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of a predetermined percentage of the aggregate face amount of the Notes *plus* an amount equal to the *product* of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Pricing Supplement and any increase in the level or value of the Equity/Index-Related Variable (such amount not being subject to a maximum amount payable to the Noteholder ("**No Fixed Cap**")).

Tracker (Market Access) Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) if there is an increase in the level or value of the Equity/Index-Related Variable during the term of the Notes, the *produc*t of the aggregate face amount of the Notes and such level or value expressed as a percentage of the initial level or value of the Equity/Index-Related Variable, or (ii) if there is a decrease in the level or value of the Equity/Index-Related Variable during the term of the Notes, the *produc*t of the aggregate face amount of the Notes and such level or value expressed as a percentage of the initial level or value of the Equity/Index-Related Variable. No interest is payable in respect of such Notes.

Leverage Tracker Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) if there is an increase in the level or value of the Equity/Index-Related Variable during the term of the Notes, the *produc*t of the aggregate face amount of the Notes and the *product* of a multiplier or participation rate specified in the Pricing Supplement and such level or value expressed as a percentage of the initial level or value of the Equity/Index-Related Variable, or (ii) if there is a decrease in the level or value of the Equity/Index-Related Variable during the term of the Notes, the *produc*t of the aggregate face amount of the Notes and such level or value expressed as a percentage of the initial level or value of the Equity/Index-Related Variable. No interest is payable in respect of such Notes.

Callable Floored Accrual

Callable Floored Accrual Note: Notes in relation to which (i) interest accrues on a daily basis and is payable to the Noteholders for each day on which if the level or value of each Component of the Equity/Index-Related Variable is greater than levels or values specified for such Components in the Pricing Supplement and (ii) may provide that the Issuer has the option to redeem the Notes prior to their scheduled maturity date on specified dates, subject to a minimum early redemption amount payable to the Noteholders as specified in the Pricing Supplement.

Hybrid Notes

Inflation and Equity Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated by reference to the performance of one or more non-Equity/Index-Related Variables together with an Equity/Index-Related Variable and which may be subject to a minimum redemption amount payable at maturity.

Underlying Variations

In relation to any of the Equity/Index Linked Notes described above or any other Equity/Index Linked Notes incorporating, some or none of the features described above, the following variations may be applicable:

- ***Worst of***: Notes in relation to which the interest and/or redemption amounts payable at maturity to the Noteholder are calculated by reference to the performance of the worst performing Component(s) of an Equity/Index-Related Variable.

- ***Best of***: Notes in relation to which the interest and/or redemption amounts payable at maturity to the Noteholder are calculated by reference to the performance of the best performing Component(s) of an Equity/Index-Related Variable.

- ***Rainbow***: Notes in relation to which the interest and/or redemption amounts payable at maturity to the Noteholder are calculated by reference to the performance of Components of an Equity/Index-Related Variable which has participations in the performance of its Components which may be varied as specified in the Pricing Supplement.

- ***Basket***: Notes in relation to which the interest and/or redemption amounts payable at maturity to the Noteholder are calculated by reference to the performance of an Equity/Index-Related Variable consisting of a basket of equities or indices.

- ***Mono***: Notes in relation to which the interest and/or redemption amounts payable at maturity to the Noteholder are calculated by reference to the performance of an Equity/Index-Related Variable consisting of a single equity or index.

- ***Spread***: Notes in relation to which the interest and/or redemption amounts payable at maturity to the Noteholder are calculated by reference to the difference between the performance of two or more Components of an Equity/Index-Related Variable.

- ***Himalaya***: Notes in relation to which the interest and/or redemption amounts payable at maturity to the Noteholder are calculated by reference to the arithmetic mean of the best performing Component or the several best performing Components of the Equity/Index-Related Variable. Such best performing Component(s) of the Equity/Index-Related Variable are then removed from the Equity/Index-Related Variable.

USE OF PROCEEDS

Unless otherwise specified in the relevant Pricing Supplement, the net proceeds of the issue of each Series of Notes issued by the Issuer will be used in the conduct of the business of the Issuer.

TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. Prospective purchasers of Notes should consult their own tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of the DIFC and the UAE of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes. This summary is based upon the laws as in effect on the date of this Information Memorandum and is subject to any change in law that may take effect after such date.

The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

United Arab Emirates Taxation

The following summary of the anticipated tax treatment in the UAE in relation to the payments on the Notes is based on the taxation law and practice in force at the date of this Information Memorandum and does not constitute legal or tax advice and prospective investors should be aware that the relevant fiscal rules and practice and their interpretation may change. Prospective investors should consult their own professional advisers on the implications of subscribing for, buying, holding, selling, redeeming or disposing of Notes and the receipt of any payments with respect to such Notes under the laws of the jurisdictions in which they may be liable to taxation.

There is currently in force in the Emirates of Abu Dhabi and Dubai legislation establishing a general corporate taxation regime (the Abu Dhabi Income Tax Decree 1965 (as amended) and the Dubai Income Tax Decree 1969 (as amended)). The regime is, however, not enforced save in respect of companies active in the oil industry, some related service industries and branches of foreign banks operating in the UAE. It is not known whether the legislation will or will not be enforced more generally or within other industry sectors in the future. Under current legislation, there is no requirement for withholding or deduction for or on account of UAE, Abu Dhabi or Dubai taxation in respect of payments of interest and principal to any holder of the Notes. In the event of such imposition of any such withholding, the Issuer has undertaken to gross-up any payments subject to certain limited exceptions.

The Constitution of the UAE specifically reserves to the UAE government the right to raise taxes on a federal basis for the purposes of funding its budget. It is not known whether this right will be exercised in the future.

The UAE has entered into double taxation arrangements with certain other countries but these are not extensive in number.

Dubai International Financial Centre

Pursuant to Article 14 of Law No. (9) of 2004 in respect of the Dubai International Financial Centre (the "**DIFC Law**"), entities licensed, registered or otherwise authorised to carry on financial services in the Dubai International Financial Centre and their employees shall be subject to a zero rate of tax for a period of 50 years from 13 September 2004. This zero rate of tax applies to income, corporation and capital gains tax. In addition, this zero rate of tax will also extend to repatriation of capital and to transfers of assets or profits or salaries to any party outside the Dubai International Financial Centre. Article 14 of the DIFC Law also provides that it is possible to renew the 50 year period to a similar period upon issuance of a resolution by the Ruler of Dubai. As a result no payments by the Issuer under the Notes are subject to any tax in the Dubai International Financial Centre, whether by withholding or otherwise.

SUBSCRIPTION AND SALE

HSBC Bank plc has in a modified and restated dealer agreement dated 12 July 2018 (the "**Dealer Agreement**") agreed with the Issuer a basis upon which it may from time to time agree either as principal or agent of the Issuer to subscribe for or purchase, to underwrite or, as the case may be, to procure subscribers or purchasers for Notes. When entering into any such agreement to subscribe for or purchase, to underwrite, or, as the case may be, to procure subscribers for or purchasers for any particular Series of Notes, the Issuer and the relevant Dealer(s) will agree details relating to the form of such Notes and the Conditions relating to such Notes. The Dealer Agreement contains provisions for the Issuer to appoint other dealers (together with the Dealer, the "**Dealers**") from time to time either generally in respect of the Programme or in relation to a particular Tranche of Notes.

The Arranger and its affiliates have engaged and may in the future engage in investment banking and/or commercial banking transactions with and perform services for the Issuer (and its affiliates) in the ordinary course of business.

General

No action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Information Memorandum or any Pricing Supplement comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they subscribe for, purchase, offer, sell or deliver Notes or have in their possession or distribute this Information Memorandum or any Pricing Supplement in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out below) to the extent that such restrictions shall, as a result of change(s) in, or change(s) in official interpretation of, after the date hereof, applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the first paragraph under the heading "*General*" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in the relevant Pricing Supplement (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or (in any other case) in a supplement to this Information Memorandum.

United States of America

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, (a) it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes of a Tranche, as certified to the Principal Paying Agent or the CMU Lodging and Paying Agent (as the case may be) or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Principal Paying Agent or the CMU Lodging and Paying Agent (as the case may be) or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and (b) it will send to each dealer to which it sells Notes during the periods referred to in (a)(i) and (ii) above a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

European Economic Area

Prohibition of Sales to EEA Retail Investors

Unless the Pricing Supplement for each Tranche of Notes issued under this Programme specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement (as applicable) in relation thereto to any retail investor in the EEA. For the purposes of this provision:

(a) the expression "retail investor" means a person who is one (or more) of the following:

  (i) a retail client as defined in point (11) of MiFID II; or

  (ii) a customer within the meaning of IMD where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

  (iii) not a qualified investor as defined in the Prospectus Directive; and

(b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Public Offer Selling Restriction under the Prospectus Directive

If the relevant Pricing Supplement in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the EEA (each, a "**Relevant Member State**"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") an offer of Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the relevant Pricing Supplement in relation thereto to the public in that Relevant Member State may not be made, except that with effect from and including the Relevant Implementation Date, an offer of such Notes to the public in that Relevant Member State may be made:

(a) *Qualified investors*: at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) *Fewer than 150 offerees*: at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive)), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) *Other exempt offers*: at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in each Relevant Member State.

Qualified Investor Selling Restriction

The Notes have not and will not be offered with a minimum denomination of less than EUR100,000 (or equivalent in another currency) in any Member State of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), except that the Notes may be offered at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive.

For the purposes of this provision, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

In relation to Notes having a maturity of less than one year, Notes may not be offered or sold other than to persons:

(a) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

(b) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 ("**FSMA**") by the Issuer.

An invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) may only be communicated or caused to be communicated in connection with the issue or sale of Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer.

All applicable provisions of the FSMA with respect of anything done in connection with the Notes in, from or otherwise involving the United Kingdom have been and will be complied with.

Arab Republic of Egypt

Notes to be issued under the Programme have not been and will not be offered, sold or publicly promoted or advertised by it in Egypt other than in compliance with any laws applicable in Egypt governing the issue, offering and sale of securities.

Dubai International Financial Centre

The Notes have not and may not be offered to any person in the Dubai International Financial Centre unless such offer is:

(i) an "**Exempt Offer**" in accordance with the Markets Rules (MKT) Module of the Dubai Financial Services Authority (the "**DFSA**") rulebook; and

(ii) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the DFSA Conduct of Business Module of the DFSA rulebook.

Hong Kong

The Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**")) have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than: (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O.

No advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) may be issued or held in the possession of the Issuer or any Dealer or any other offeror nominated by the Issuer for the purpose of such issue of Notes, whether in Hong Kong or elsewhere other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Kingdom of Bahrain

The Notes have not been and may not be offered or sold except on a private placement basis to persons in the Kingdom of Bahrain who are "accredited investors".

For this purpose, an "**accredited investor**" means:

(a) an individual holding financial assets (either singly or jointly with a spouse) of U.S.$1,000,000 or more;

(b) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.$1,000,000; or

(c) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund).

Kingdom of Saudi Arabia

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Notes. Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "**Saudi Investor**") who acquires any Notes pursuant to an offering should note that the offer of Notes is a private placement under Article 9 or Article 10 of the "**Rules on the Offer of Securities and Continuing Obligations**" as issued by the board of the Saudi Arabian Capital Market Authority (the "**CMA**") resolution number 3-123-2017 dated 27 December 2017 (the "**KSA Regulations**"), made through an authorised person licensed to carry out arranging activities by the CMA and following a notification to the CMA under the KSA Regulations.

The Notes may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "sophisticated investors" under Article 9 of the KSA Regulations or by way of a limited offer under Article 10 of the KSA Regulations. Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer of Notes by it to a Saudi Investor will be made in compliance with Article 9 or Article 10 of the KSA Regulations.

Each offer of Notes shall not therefore constitute a "public offer", an "exempt offer" or a "parallel market offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 15 of the KSA Regulations. Any Saudi Investor who has acquired Notes pursuant to a private placement under Article 9 or Article 10 of the KSA Regulations may not offer or sell those Notes to any person unless the offer or sale is made through an authorised person appropriately licensed by the CMA and: (a) the Notes are offered or sold to a Sophisticated Investor (as defined in Article 9 of the KSA Regulations); (b) the price to be paid for the Notes in any one transaction is equal to or exceeds Saudi Riyals 1 million or an equivalent amount; or (c) the offer of sale is otherwise in compliance with Article 15 of the KSA Regulations.

In addition, unless the Issuer agrees otherwise in relation to a Tranche of Notes, Notes may not be offered or sold to any person registered as a qualified foreign investor ("**QFI**") under the CMA's Rules for Qualified Foreign Financial Institutions Investment in Listed Securities.

Lebanese Republic

The marketing, offering, distribution and sale of Notes in the Lebanese Republic shall comply with all applicable laws and regulations in the Lebanese Republic, in particular, those issued by the Central Bank and the Capital Markets Authority.

Malaysia

This Information Memorandum has not been registered as a prospectus with the Securities Commission of Malaysia under the Capital Markets and Services Act 2007 of Malaysia (the "**CMSA**") and accordingly, the Notes have not been and will not be offered or sold, and no invitation to subscribe for or purchase the Notes has been or will be made, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons falling within any one of the categories of persons specified under Schedule 6 or Section 229(1)(b) and Schedule 7 or Section 230(1)(b) and Schedule 8 or Section 257(3) of the CMSA, subject to any law, order, regulation or official directive of the Central Bank of Malaysia, the Securities Commission of Malaysia and/or any other regulatory authority from time to time.

Residents of Malaysia may be required to obtain relevant regulatory approvals including approval from the Controller of Foreign Exchange to purchase the Notes. The onus is on the Malaysian residents concerned to obtain such regulatory approvals and none of the Dealers is responsible for any invitation, offer, sale or purchase of the Notes as aforesaid without the necessary approvals being in place.

People's Republic of China

The Notes have not and will not be offered or sold in the People's Republic of China (excluding Hong Kong and Macau Special Administrative Regions or Taiwan) ("**PRC**"). This Information Memorandum or any information contained or incorporated by reference herein does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC. This Information Memorandum, any information contained herein or the Notes have not been, and will not be, submitted to, approved by, verified by or registered with any relevant governmental authorities in the PRC and thus may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Notes in the PRC.

The Notes may only be invested in by PRC investors that are authorised to engage in the investment in the Notes of the type being offered or sold. Investors are responsible for obtaining all relevant governmental approvals, verifications, licences or registrations (if any) from all relevant PRC governmental authorities, including, but not limited to, the State Administration of Foreign Exchange, the China Securities Regulatory Commission, the China Banking Regulatory Commission, the China Insurance Regulatory Commission and/or other relevant regulatory bodies, and complying with all relevant PRC regulations, including, but not limited to, any relevant foreign exchange regulations and/or overseas investment regulations.

Republic of Indonesia

No registration statement with respect to this Information Memorandum and any Pricing Supplement has been and no such registration statement will be filed with the Financial Services Authority (*Otoritas Jasa Keuangan or OJK*) of the Republic of Indonesia. The Notes, therefore, shall not be offered or sold or be the subject of an invitation for subscription or purchase, and this Information Memorandum, any Pricing Supplement or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, shall not be circulated or distributed, whether directly or indirectly, in the Republic of Indonesia or to Indonesian citizens, corporations or residents, except in a manner that will not be considered as a "public offer" under the prevailing law and regulations in the Republic of Indonesia.

Singapore

This Information Memorandum has not been registered and will not be registered as a prospectus with the Monetary Authority of Singapore. The Notes may not be offered or sold, nor may the Notes be the subject of an invitation for subscription or purchase, whether directly or indirectly, nor may this document or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Notes be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person as defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

State of Kuwait

No Notes have been licensed for offering in the State of Kuwait by the Kuwait Capital Markets Authority or any other relevant Kuwaiti government agency. The Notes have not been and will not be offered, sold, promoted or advertised by it in the State of Kuwait other than in compliance with Law No. 7 of 2010 and the bylaws thereto, as amended governing the issue, offering and sale of securities. No private or public offering of the Notes is being made in the State of Kuwait, and no agreement relating to the sale of the Notes will be concluded in the State of Kuwait. No marketing or solicitation or inducement activities are being used to offer or market the Notes in the State of Kuwait.

State of Qatar (including Qatar Financial Centre)

The Notes have not and will not be offered, delivered or sold, directly or indirectly, in the State of Qatar (including the Qatar Financial Centre), except: (a) in compliance with all applicable laws and regulations of the State of Qatar; and (b) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in the State of Qatar. This Information Memorandum has not been reviewed or approved by the Qatar Central Bank, the Qatar Stock Exchange, the Qatar Financial Centre Regulatory Authority or the Qatar Financial Markets Authority and is only intended for specific recipients, in compliance with the foregoing.

Sultanate of Oman

This Information Memorandum has not been filed with or registered as a prospectus with the Capital Market Authority of the Sultanate of Oman pursuant to Article 3 of the Capital Market Law Sultani Decree 80/98, as amended ("**Article 3**"), will not be offered or sold as an offer of securities in the Sultanate of Oman as contemplated by the Oman Commercial Companies Law) or Article 3, nor does it constitute a sukuk offering pursuant to the Sukuk Regulation issued by the Capital Market Authority of Oman (CMA Decision 3/2016). The Notes have not been and will not be offered, sold or delivered, and no invitation to subscribe for or to purchase the Notes has been or will be made, directly or indirectly, nor may any document or other material in connection therewith be distributed in the Sultanate of Oman to any person in the Sultanate of Oman other than by an entity duly licensed by the Capital Market Authority of Oman to market non-Omani securities in the Sultanate of Oman and then only in accordance with all applicable laws and regulations, including Article 139 of the Executive Regulations of the Capital Markets Law (Decision No. 1/2009, as amended).

Switzerland

The Notes do not constitute participations in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 ("**CISA**"). Therefore, the Notes are not subject to the approval of, or supervision by, the Swiss Financial Market Supervisory Authority FINMA ("**FINMA**"), and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.

Neither this Information Memorandum nor any offering or marketing material relating to the Notes constitute a prospectus within the meaning of (i) Articles 652a or Article 1156 of the Swiss Federal Code of Obligations, (ii) Article 5 CISA and its implementing regulations or (iii) Article 21 of the Additional Rules for the Listing of Derivatives of SIX Swiss Exchange.

However, the Issuer reserves the right to set forth all information which is required to be disclosed in a simplified prospectus pursuant to Article 5 CISA in a separate document referred to as a "Pricing Supplement" and/or "Simplified Prospectus" (the "**Simplified Prospectus**") for Notes distributed (such term including any offering and advertising) to qualified investors according to Article 10 Paras. 3 to 4 CISA ("**Qualified Investors**") and/or investors other than Qualified Investors (the "**Non-Qualified Investors**").

Except as described in this section, Notes constituting structured products within the meaning of Article 5 CISA ("**Structured Products**") may not be distributed to Non-Qualified Investors in or from Switzerland. They may only be distributed in or from Switzerland to Qualified Investors.

Any Notes constituting Structured Products which are intended to be distributed to Non-Qualified Investors in or from Switzerland may only be offered or advertised in accordance with the provisions of the CISA and its implementing regulations. In particular, the CISA requires that a Simplified Prospectus complying with Article 5 CISA, its implementing regulations and the Swiss Banking Guidelines on Informing Investors about Structured Products (as amended from time to time) must be published. A provisional version of such Simplified Prospectus including indicative information must be made available free of charge to any interested person prior to subscribing for the Notes or prior to concluding an agreement to subscribe for the Notes. The definitive version must be made available free of charge to any interested person on issue or on concluding an agreement to subscribe for the Notes.

Notes constituting Structured Products which are not intended to be distributed to Non-Qualified Investors in or from Switzerland may only be distributed in or from Switzerland to Qualified Investors. Any Pricing Supplements, Simplified Prospectuses, term sheets, fact sheets or any other marketing material of products which are to be sold exclusively to Qualified Investors may not be distributed, copied, published or otherwise made public or available for Non-Qualified Investors.

Notes issued under this Programme which do not qualify as Structured Products may be offered in Switzerland on a private placement basis only.

Additional specific selling restrictions, if any, applicable in Switzerland will be included in the Pricing Supplements relating to the relevant Notes.

Taiwan

The Notes have not and will not be offered or sold directly or directly within Taiwan and the Notes may only be made available to Taiwan resident investors for purchase outside Taiwan. No person or entity has been authorized to offer, sell or give advice regarding or otherwise intermediate the offering and sale of the Notes in Taiwan.

The Republic of Korea

The Notes have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under the Financial Investment Services and Capital Markets Act of Korea and the decrees and regulations thereunder. The Notes may not be offered or sold, directly or indirectly, or offered or sold for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea (as defined under the Foreign Exchange Transaction Law of Korea and its Presidential Decree), except as otherwise permitted by the applicable Korean laws and regulations. Furthermore, the Notes may not be resold to Korean residents unless the purchaser of the Notes complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the Foreign Exchange Transaction Law and its subordinate decrees and regulations) in connection with the purchase of the Notes.

United Arab Emirates (excluding the Dubai International Financial Centre)

The Notes have not been and will not be offered, sold or publicly promoted or advertised by it in the UAE other than in compliance with any laws applicable in the UAE governing the issue, offering and sale of securities.

GENERAL INFORMATION

1. The Issuer prepares its consolidated financial statements in accordance with International Financial Reporting Standards ("**IFRS**") as adopted by the European Union.

2. There has been no material adverse change in the prospects of the Issuer since 31 December 2017.

3. There has been no significant change in the financial or trading position of the Issuer since 31 December 2017.

4. Save as disclosed under "*Risks relating to the Issuer - Macro-prudential, regulatory and legal risks to the Issuer's business model*" on page 3 of this Information Memorandum, neither the Issuer nor any of the Issuer's subsidiary undertakings is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened against the Issuer or any of its subsidiary undertakings or the group as a whole of which the Issuer is aware), during the 12 month period before the date of this Information Memorandum which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer and its subsidiary undertakings.

5. The current auditors of the Issuer are PricewaterhouseCoopers Limited, DIFC (authorised and regulated by Dubai Financial Services Authority with License no. CL0215) ("**PwC DIFC**") of Al Fattan Currency House, Tower 1, Level 8, Unit 801, DIFC, PO Box 11987, Dubai - United Arab Emirates. PwC DIFC has audited the consolidated financial statements of the Issuer for the years ended 31 December 2016 and 31 December 2017, as stated in their audit report incorporated by reference in this Information Memorandum.

6. Where any Subordinated Notes form part of the regulatory capital of the Issuer, no repayment of such Notes will be made without the prior consent of or indication from the United Kingdom Prudential Regulation Authority (or any successor authority/ies in its/their function as the supervisor of authorised institutions) that it does not object.

7. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and, as the case may be, CMU. Each Pricing Supplement shall specify any other clearing system which shall have accepted the relevant Notes for clearance. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Series will be set out in the relevant Pricing Supplement. The relevant Pricing Supplement shall specify any other clearing system which shall have accepted the relevant Notes for clearance together with any further appropriate information.

8. Settlement arrangements will be agreed between the Issuer, the relevant Dealer and the Principal Paying Agent, the CMU Lodging and Paying Agent or the relevant Registrar (as the case may be) in relation to each Tranche of Notes.

9. The continuation of the Programme was authorised by a resolution of the Board of Directors of the Issuer passed on 3 May 2018.

10. For so long as Notes are listed on the Official List of Euronext Dublin and admitted to trading on the Global Exchange Market, the Issuer will, at its registered office, at the registered office of HSBC Bank plc and at the specified offices of the Paying Agents, make available for inspection during normal office hours, free of charge, upon oral or written request, paper copies of this Information Memorandum (including all information incorporated by reference herein) and the audited consolidated financial statements of the Issuer and its subsidiary undertakings for the years ended 31 December 2016 and 31 December 2017. Written or oral requests for such documents should be directed to the specified office of any Paying Agent.

11. For so long as Notes are listed on the Official List of Euronext Dublin and admitted to trading on the Global Exchange Market, paper copies of the following documents may be inspected during normal business hours at the specified office of the Principal Paying Agent:

    (a) the Agency Agreement;

    (b) the Trust Deed;

(c) the constitutional documents of the Issuer;

(d) any Pricing Supplement, save that a Pricing Supplement relating to an unlisted Note will only be available for inspection by a holder of such Note and such holder must provide evidence satisfactory to the Issuer as to the identity of such holder.

12. In relation to the update of the Programme, the estimated total expenses related to the admission to trading are EUR 4,940.

13. The Legal Entity Identifier (LEI) code of the Issuer is 549300F99IL9YJDWH369.

INDEX OF DEFINED TERMS

THE ISSUER

HSBC Bank Middle East Limited
Level 1
Building No. 8, Gate Village
Dubai International Financial Centre
PO Box 502601
Dubai
United Arab Emirates

TRUSTEE

The Law Debenture Trust Corporation p.l.c.
Fifth Floor
100 Wood Street
London EC2V 7EX
England

PRINCIPAL PAYING AGENT,
ICSD REGISTRAR AND TRANSFER AGENT

HSBC Bank plc
8 Canada Square
London E14 5HQ
England

PROGRAMME ARRANGER AND DEALER

HSBC Bank plc
8 Canada Square
London E14 5HQ
England

LEGAL ADVISERS

To the Issuer as to English law

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ
England

To the Issuer as to DIFC law

Clifford Chance LLP
PO Box 9380
Dubai
United Arab Emirates

To the Trustee as to English law

Allen & Overy LLP
One Bishops Square
London E1 6AD
England

AUDITORS TO THE ISSUER FOR THE YEARS ENDED 31 DECEMBER 2016 AND 31 DECEMBER 2017

PricewaterhouseCoopers Limited
Al Fattan Currency House,
Tower 1, Level 8, Unit 801
DIFC, PO Box 11987
Dubai - United Arab Emirates

SUPPLEMENTARY LISTING PARTICULARS

HSBC Bank Middle East Limited

(a company limited by shares and existing under the laws of the Dubai International Financial Centre ("DIFC") in Dubai, the United Arab Emirates ("UAE"), under registered number 2199 with its registered address at Level 1, Building No.8, Gate Village, DIFC, P.O. Box 502601, Dubai, UAE, which is lead regulated by the Dubai Financial Services Authority)

as Issuer

US$7,000,000,000 DEBT ISSUANCE PROGRAMME

This supplement (the "**Supplement**") to the information memorandum dated 12 July 2018 relating to the US$7,000,000,000 debt issuance programme (the "**Programme**") of HSBC Bank Middle East Limited (the "**Issuer**") and the supplement thereto dated 7 August 2018 (the "**Information Memorandum**", which constitutes listing particulars for the purposes of listing on the Official List of Euronext Dublin ("**Listing**") and trading on the Global Exchange Market of Euronext Dublin and, for the avoidance of doubt, which does not constitute (i) a prospectus for the purposes of Part VI of the Financial Services and Markets Act 2000 (as amended) or (ii) a base prospectus for the purposes of Directive 2003/71/EC (as amended)) constitutes supplementary listing particulars (pursuant to rule 3.10 of the Global Exchange Market Listing and Admission to Trading – Rules for Debt Securities) for the purposes of Listing.

Terms defined in the Information Memorandum have the same meaning when used in this Supplement.

This Supplement is supplemental to, and should be read in conjunction with, the Information Memorandum.

This Supplement has been approved by Euronext Dublin for the purposes of Listing.

The Issuer accepts responsibility for the information contained in this Supplement. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

The purpose of this Supplement is to disclose that the Issuer has published its annual audited financial statements for the year ending 31 December 2018 (the "**2018 Annual Audited Financial Statements**"). The 2018 Annual Audited Financial Statements can be found in the Issuer's 2018 annual report and accounts dated 19 February 2019 (the "**Issuer's 2018 Annual Report and Accounts**"), a copy of which is set out in the Annex hereto.

To the extent that there is any inconsistency between (a) any statement in this Supplement and (b) any other statement in or incorporated by reference in the Information Memorandum prior to the date of this Supplement, the statement in this Supplement will prevail.

Save as disclosed in this Supplement, there has been:

(a) no significant change and no significant new matter has arisen since the publication of the Information Memorandum;

(b) no significant change in the financial or trading position of the Issuer since 31 December 2018; and

(c) no material adverse change in the prospects of the Issuer since 31 December 2018.

19 February 2019

ANNEX

ISSUER'S 2018 ANNUAL REPORT AND ACCOUNTS

HSBC Bank Middle East Limited

Annual Report and Accounts 2018

HSBC

Contents

Presentation of Information

This document comprises the *Annual Report and Accounts 2018* for HSBC Bank Middle East Limited ('the bank') and its subsidiary undertakings (together 'the group'). It contains the Directors' Report and Accounts, together with the Auditor's report. References to 'HSBC' or 'the HSBC Group' within this document mean HSBC Holdings plc together with its subsidiaries.

Board of Directors

David Eldon, Chairman
Georges Elhedery, Chief Executive Officer and Deputy Chairman
Dr. Raja Al Gurg
Abdul Hakeem Mostafawi
David Dew
Sir William Patey
Abdulfattah Sharaf
John Bartlett
Chris D Spooner

Change in Directors

- A M Keir resigned as a Director on 28 February 2018.

Principal activities

The group through its branch network and subsidiary undertakings provides a range of banking and related financial services in the Middle East and North Africa.

The group has established a branch in Abu Dhabi Global Markets ('ADGM') in 2018. The licence was granted on 31 October 2018 and the purpose of the branch is to provide advisory services (arranging and advising on investment deals) to clients based in Abu Dhabi.

Attributable profit and dividends

The profit attributable to the shareholders of the parent company amounted to US$541 million (2017: US$545 million) as set out in the consolidated income statement on page 8.

During the year, a fourth interim dividend for 2017 and first interim dividend for 2018 of US$140 million and US$50 million (2017: U$430 million) were declared on 13 February 2018 and 03 May 2018 respectively.

A second interim dividend for 2018 of US$100 million was declared by the Directors on 12 February 2019.

Registered office

The bank is a "Company Limited by Shares" incorporated in the Dubai International Financial Centre ('DIFC') under the Companies Law (DIFC Law No. 2 of 2009) on 30 June 2016 with registered number 2199. Its head office and registered office is located at Level 1, Gate Village Building 8, Dubai International Financial Centre, Dubai, United Arab Emirates.

Auditor

PricewaterhouseCoopers Limited has expressed its willingness to continue in office and the Board recommends that it be reappointed. A resolution proposing the reappointment of PricewaterhouseCoopers Limited as auditor of the group and giving authority to the Directors to determine its remuneration will be submitted to the forthcoming Annual General Meeting.

On behalf of the Board

J A Tothill

Secretary

Report on the audit of the consolidated financial statements

Our opinion

In our opinion, the consolidated financial statements give a true and fair view of the consolidated financial position of HSBC Bank Middle East Limited (the 'company') and its subsidiaries (the 'group') as at 31 December 2018, and its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with International Financial Reporting Standards ('IFRS') as endorsed by the European Union.

What we have audited

The group's consolidated financial statements comprise:

- the consolidated statement of financial position as at 31 December 2018;
- the consolidated income statement for the year then ended;
- the consolidated statement of comprehensive income for the year then ended;
- the consolidated statement of changes in equity for the year then ended;
- the consolidated statement of cash flows for the year then ended; and
- the notes to the consolidated financial statements, which include a summary of significant accounting policies.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing ('ISAs'). Our responsibilities under those standards are further described in the Auditor's responsibilities for the audit of the consolidated financial statements section of our report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Independence

We are independent of the group in accordance with the International Ethics Standards Board for Accountants' Code of Ethics for Professional Accountants ('IESBA Code') and the requirements of the Dubai Financial Services Authority (the 'DFSA'). We have fulfilled our other ethical responsibilities in accordance with these requirements and with the IESBA Code.

Our audit approach

Overview

Materiality	Overall group materiality: USD 32 million, which represents 5% of profit before tax.
Group scoping	The scope of our audit and the nature, timing and extent of audit procedures performed were determined by our risk assessment, the financial significance of the components and other qualitative factors. Full scope audits were carried out at two of the five locations.
Key audit matters	The Key Audit Matters identified during the year are: • Impairment of loans and advances • Valuation of unquoted equity instruments • Valuation of unquoted debt instruments with significant unobservable inputs • IT access management

As part of designing our audit, we determined materiality and assessed the risks of material misstatement in the consolidated financial statements. In particular, we considered where management made subjective judgements; for example, in respect of significant accounting estimates that involved making assumptions and considering future events that are inherently uncertain. As in all of our audits, we also addressed the risk of management override of internal controls, including among other matters, consideration of whether there was evidence of bias that represented a risk of material misstatement due to fraud.

How we tailored our group audit scope

We tailored the scope of our audit in order to perform sufficient work to enable us to provide an opinion on the consolidated financial statements as a whole, taking into account the structure of the group, the accounting processes and controls, and the industry in which the group operates.

Given the geographically dispersed nature of the group's operations in the Middle East and North Africa and the diversity of its banking activities, our approach was designed to cover each of the significant locations, being the United Arab Emirates ('UAE') and Qatar. We audited the operations of the group in the UAE and instructed a PwC member firm to perform work and issue an audit opinion to us in respect of the group's operations in Qatar. Each location that was not individually significant was assessed for any significant risks or material balances and, where appropriate, we instructed PwC member firms in those locations to perform and report on specific procedures relating to matters which were judgemental in nature and/or material to the overall group. The work in these locations was carried out by applying standard benchmarks on materiality and reflected the size and complexity of the operations.

PricewaterhouseCoopers Limited, License no. CL0215
Al Fattan Currency House, Tower 1, Level 8, Unit 801, DIFC, PO Box 11987, Dubai - United Arab Emirates
T: +971 (0)4 304 3100, F: +971 (0)4 346 9150, www.pwc.com/me
PricewaterhouseCoopers Limited is registered with the Dubai Financial Services Authority.

Our audit approach (continued)

How we tailored our group audit scope (continued)

A significant amount of the group’s operational processes which are critical to financial reporting are undertaken in shared service centres run by HSBC Operations Services and Technology (HOST) across 11 individual locations. The audit work over the shared service centre processes and controls was performed by PwC member firms in each of the global shared service centre locations and coordinated by the PwC member firm in the UK, with oversight from us. This work enabled us to evaluate the effectiveness of the controls over key processes that supported material balances, classes of transactions and disclosures within the group consolidated financial statements, and to consider the implications on our audit work.

In aggregate, the audit work performed across the locations above provided us with the audit evidence required to form an opinion on the group consolidated financial statements.

Materiality

The scope of our audit was influenced by our application of materiality. An audit is designed to obtain reasonable assurance whether the consolidated financial statements are free from material misstatement. Misstatements may arise due to fraud or error.

They are considered material if individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the consolidated financial statements.

Based on our professional judgement, we determined certain quantitative thresholds for materiality, including the overall group materiality for the consolidated financial statements as a whole as set out in the table below. These, together with qualitative considerations, helped us to determine the scope of our audit and the nature, timing and extent of our audit procedures and to evaluate the effect of misstatements, both individually and in aggregate on the consolidated financial statements as a whole.

Overall group materiality	USD 32 million
How we determined it	5% of profit before tax
Rationale for the materiality benchmark applied	We chose profit before tax as the benchmark because, in our view, it is the benchmark against which the performance of the group is most commonly measured by users, and is a generally accepted benchmark. We chose 5% which is within the range of acceptable quantitative materiality thresholds in auditing standards.

We agreed with those charged with governance that we would report to them misstatements identified during our audit above USD 1.6 million as well as misstatements below that amount that, in our view, warranted reporting for qualitative reasons.

Key audit matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Key audit matter	How our audit addressed the key audit matter
Impairment of loans and advances We focused on the impairment of loans and advances due to the materiality of the loan balances and the associated impairment allowances. In addition, the compliance with IFRS in this area requires considerable judgement and interpretation in their application. As disclosed in note 31, as at 31 December 2018, the group has recognised a provision for impairment of loans and advances of USD 1.094 billion. The largest loan portfolios and significant impairment allowances are in the UAE, Qatar and Bahrain. IFRS requires the use of forward looking, expected credit loss (ECL) impairment models which take into account reasonable and supportable forward-looking information. There are a number of significant judgements which are required in measuring ECL, including: determining the criteria for a significant increase in credit risk (‘SICR’); the application of future economic guidance; and techniques used to determine the Probability of Default (‘PD’) and Loss Given Default (‘LGD’). As this is the first year of adoption of IFRS 9 - Financial Instruments (IFRS 9), there is limited experience available to back-test the charge for expected credit losses with actual results. There is also a large increase in the data inputs required in the impairment calculation. The data is sourced from a number of systems that have not been used previously for the preparation of the accounting records. This increases the risk of completeness and accuracy of the data. For defaulted exposures, the Group exercises judgement to estimate the expected future cash flows related to individual exposures, including the value of collateral.	We assessed and tested the design and operating effectiveness of the key controls that management has established to support their impairment calculations. This includes testing the key controls over model performance monitoring and validation with the assistance of our experts, including back testing of performance. We tested the controls over the inputs of critical data, into source systems, and the flow and transfer of data between source systems to the impairment calculation engine. This includes testing of the key reconciliations over the completeness and accuracy of data, including substantiation of material exceptions noted for these reconciliations. Further, the PwC member firm in the UK tested the review and challenge of multiple economic scenarios by an internal expert panel and internal governance committee, and assessed the reasonableness of the multiple economic scenarios and variables using their experts. The PwC member firm in the UK also assessed management’s user acceptance testing over the automated calculation of ECL to ensure it is performed in line with business requirements, as well as independently reviewed the underlying script to validate that the calculation operated in accordance with their expectations. We have reviewed the work performed by the PwC member firm in the UK. We observed challenge forums to assess the ECL output and approval of post model adjustments. We also tested the approval of the key inputs, assumptions and discounted cash-flows that support the significant individual impairments, and substantively tested a sample of individually assessed loans. We assessed the consolidated financial statements disclosures to assess compliance with IFRS.

Our audit approach (continued)

Key audit matters (continued)

Key audit matter	How our audit addressed the key audit matter
Valuation of unquoted equity instruments	
We focused on the valuation of unquoted equity instruments due to the materiality of the instruments and the subjective nature of their valuation which involve the use of judgemental assumptions. As disclosed in note 14, as at 31 December 2018 the group has unquoted equity instruments of USD 39 million. These instruments are classified and measured at fair value through other comprehensive income.	We assessed and tested the design and the operating effectiveness of the key controls that management has established to support the review and approval of the model design, key model inputs and valuation. We assessed the appropriateness of the valuation method used by management with the assistance of our valuation experts. The key inputs used in the determination of assumptions within the model were challenged by our experts and corroborating information was obtained. The mathematical accuracy of the model was also tested.
Valuation of unquoted debt instruments with significant unobservable inputs	
We focused on the valuation of unquoted debt instruments with significant unobservable inputs due to the materiality of the instruments and the subjective nature of their valuation which involves the use of judgemental assumptions. As of 31 December 2018 the group has investments in unquoted debt instruments with significant unobservable inputs of USD 298 million.	We assessed and tested the design and operating effectiveness of the key controls that management has established to support the review and approval of the valuations, including fair value adjustments. We assessed the appropriateness of the valuation method used by management with the assistance of our valuation experts. Our valuation experts also performed an independent valuation of the debt instruments.

Key audit matter	How our audit addressed the key audit matter
IT access management	
We focused on this area as the audit relies extensively on automated controls and therefore on the effectiveness of controls over IT systems. In previous years, we identified and reported that controls over access to applications, operating systems and databases in the financial reporting process required improvement. Access management controls are critical to ensure that changes to applications and underlying data are made in an appropriate manner. Appropriate access controls contribute to mitigating the risk of potential fraud or errors as a result of changes to applications and data. Over the past 4 years, management implemented remediation activities that have contributed to reducing the risk over access management in the financial reporting process. However, issues related to privileged access to parts of the technology infrastructure and business user access to applications remain unresolved, requiring our audit approach to respond to the risks presented.	We received regular briefings from management on the progress made in remediating weaknesses in HSBC Group-wide systems and we communicated with other PwC member firms in respect of their validation of remediated controls. We reviewed formal reporting on the results of work performed in relation to group-wide systems used by the HSBC Group. Access rights were tested over applications, operating systems and databases relied upon for financial reporting. Specifically, the audit tested that: • New access requests for joiners were properly reviewed and authorised; • User access rights were removed on a timely basis when an individual left or changed role; • Access rights to applications, operating systems and databases were periodically monitored for appropriateness; and • Highly privileged access is restricted to appropriate personnel. Other areas that were independently assessed included password policies, security configurations, controls over changes to applications and databases and that business users, developers and production support did not have access to change applications, the operating system or databases in the production environment. As a consequence of the deficiencies identified, a range of other procedures were performed: • Where inappropriate access was identified, the PwC member firm in the UK performed procedures to understand the nature of the access, and, where possible, obtained additional evidence on the appropriateness of the activities performed; • We performed additional substantive testing in respect of selected year-end reconciliations (i.e. custodian, bank account and suspense account reconciliations) and confirmed balances with external counterparties; • We performed testing on other compensating controls such as business performance reviews; • Testing of toxic combination controls was performed by the PwC member firm in the UK; and • We obtained a list of users' access permissions from the PwC member firm in the UK and manually compared these to other access lists where segregation of duties was deemed to be of higher risk, for example users having access to both core banking and payments systems.

Other information

The Board of Directors is responsible for the other information. The other information comprises the Report of the Directors (but does not include the consolidated financial statements and our auditor's report thereon).

Our opinion on the consolidated financial statements does not cover the other information and we do not and will not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

If, based on the work we have performed on the other information, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of management and those charged with governance for the consolidated financial statements

The Board of Directors is responsible for the preparation of the consolidated financial statements that give a true and fair view in accordance with IFRS as endorsed by the European Union and in accordance with the applicable regulatory requirements of the DFSA, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, the Board of Directors is responsible for assessing the group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the group's financial reporting process.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of the Board of Directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on other legal and regulatory requirements

As required by the applicable provisions of the DFSA Rulebook, we report that the consolidated financial statements have been properly prepared in accordance with the applicable requirements of the DFSA.

PricewaterhouseCoopers

Dubai, United Arab Emirates

19 February 2019

Audit Principal: David R Cox

Consolidated income statement

for the year ended 31 December

	Notes	2018 US$000	2017 US$000
Net interest income		**985,963**	906,492
– interest income		**1,209,267**	1,062,823
– interest expense		**(223,304)**	(156,331)
Net fee income		**407,300**	435,045
– fee income		**513,402**	530,756
– fee expense		**(106,102)**	(95,711)
Net income from financial instruments held for trading or managed on a fair value basis		**207,796**	216,248
Changes in fair value of long-term debt and related derivatives	*3*	**1,558**	4,988
Changes in fair value of other financial instruments mandatorily measured at fair value through profit or loss		**(2,081)**	N/A
Net (losses)/gains from financial investments		**(7,064)**	(5,015)
Dividend income		**1,242**	3,872
Other operating income, net		**87,197**	126,320
Net operating income before change in expected credit losses and other credit impairment		**1,681,911**	1,687,950
Change in expected credit losses and other credit impairment charges	*4*	**(127,620)**	N/A
Loan impairment charges and other credit risk provisions	*4*	**N/A**	(149,912)
Net operating income		**1,554,291**	1,538,038
Employee compensation and benefits	*5*	**(548,790)**	(522,261)
General and administrative expenses		**(342,803)**	(359,683)
Depreciation and impairment of property, plant and equipment		**(14,045)**	(13,364)
Amortisation and impairment of intangible assets		**(6,109)**	(5,663)
Total operating expenses		**(911,747)**	(900,971)
Operating profit	*4*	**642,544**	637,067
Share of profit in associates	*16*	**475**	290
Profit before tax		**643,019**	637,357
Tax expense	*7*	**(101,869)**	(92,004)
Profit for the year		**541,150**	545,353
Attributable to:			
– shareholders of the parent company		**541,092**	545,212
– non-controlling interests		**58**	141
Profit for the year		**541,150**	545,353

The accompanying notes on pages 13 to 79 form an integral part of these financial statements.

Consolidated statement of comprehensive income

for the year ended 31 December

	2018	2017
	US$000	US$000
Profit for the year	**541,150**	545,353
Other comprehensive income/(expense)		
Items that will be reclassified subsequently to profit or loss when specific conditions are met:		
Available-for-sale investments	**N/A**	(5,324)
– fair value losses	**N/A**	(7,225)
– fair value gains/(losses) reclassified to the income statement	**N/A**	(801)
– amounts reclassified to the income statement in respect of impairment losses	**N/A**	2,652
– income taxes	**N/A**	50
Debt instruments at fair value though other comprehensive income	**(6,434)**	N/A
– fair value losses	**(6,762)**	N/A
– fair value losses transferred to the income statement on disposal	**160**	N/A
– expected credit losses recognised in income statement	**(161)**	N/A
– income taxes	**329**	N/A
Cash flow hedges	**(12,043)**	(3,997)
– fair value losses	**(13,381)**	(4,441)
– income taxes	**1,338**	444
Exchange differences	**(7,399)**	(10,662)
Items that will not be reclassified subsequently to profit or loss:		
Remeasurement of defined benefit asset/liability	**23,859**	(15,162)
– before income taxes	**23,859**	(16,553)
– income taxes	**—**	1,391
Equity instruments designated at fair value through other comprehensive income	**(20,819)**	N/A
– fair value losses	**(20,819)**	N/A
– income taxes	**—**	N/A
Changes in fair value of financial liabilities designated at fair value upon initial recognition arising from changes in own credit risk	**18,801**	(3,577)
– fair value gain/(losses)	**18,801**	(3,577)
– income taxes	**—**	—
Other comprehensive expense for the year, net of tax	**(4,035)**	(38,722)
Total comprehensive income for the year	**537,115**	506,631
Attributable to:		
– shareholders of the parent company	**537,057**	506,490
– non-controlling interests	**58**	141
Total comprehensive income for the year	**537,115**	506,631

The accompanying notes on pages 13 to 79 form an integral part of these financial statements.

Consolidated statement of financial position

at 31 December

	Notes	2018 US$000	2017 US$000
Assets			
Cash and balances at central banks		**1,170,359**	671,440
Items in the course of collection from other banks		**81,984**	64,419
Trading assets	10	**246,156**	440,624
Financial assets designated and otherwise mandatorily measured at fair value through profit or loss		**47,839**	N/A
Derivatives	13	**953,222**	963,102
Loans and advances to banks	25	**5,057,308**	6,203,202
Loans and advances to customers	25	**20,073,375**	18,316,780
Reverse repurchase agreements – non-trading		**755,076**	1,387,254
Financial investments	14	**5,734,776**	6,746,504
Prepayments, accrued income and other assets	18	**1,170,067**	657,894
Current tax assets		**19**	1,383
Interests in associates	16	**2,423**	1,948
Intangible assets	19	**31,465**	10,502
Deferred tax assets	7	**204,982**	205,857
Total assets		**35,529,051**	35,670,909
Liabilities and equity			
Liabilities			
Deposits by banks	25	**1,582,477**	1,798,474
Customer accounts	25	**21,823,507**	22,583,649
Repurchase agreements – non-trading		**2,999**	—
Items in the course of transmission to other banks		**263,907**	87,502
Trading liabilities	20	**59,023**	1,309,860
Financial liabilities designated at fair value	21	**2,017,966**	739,425
Derivatives	13	**951,976**	952,332
Debt securities in issue	22	**2,490,371**	2,092,390
Accruals, deferred income and other liabilities	23	**1,615,180**	1,619,693
Current tax liabilities		**106,394**	110,141
Provisions	24	**66,151**	71,608
Total liabilities		**30,979,951**	31,365,074
Equity			
Called up share capital	28	**931,055**	931,055
Share premium account	28	**61,346**	61,346
Other reserves		**(190,204)**	(132,153)
Retained earnings		**3,742,607**	3,441,349
Total shareholders' equity		**4,544,804**	4,301,597
Non-controlling interests		**4,296**	4,238
Total equity		**4,549,100**	4,305,835
Total liabilities and equity at 31 Dec		**35,529,051**	35,670,909

The accompanying notes on pages 13 to 79 form an integral part of these financial statements.

G Elhedery

Chief Executive Officer and Deputy Chairman

Consolidated statement of cash flows

for the year ended 31 December

	Notes	2018 US$000	2017 US$000
Cash flows from operating activities			
Profit before tax		**643,019**	637,357
Adjustments for:			
Net gain from investing activities		**56**	(14,450)
Share of profits in associates		**(475)**	(290)
Gain on disposal of branches and associates		**–**	(55,438)
Other non-cash items included in profit before tax	29	**241,422**	250,656
Change in operating assets	29	**(4,045,453)**	1,460,278
Change in operating liabilities	29	**689,332**	(2,514,965)
Elimination of exchange differences[1]		**(8,639)**	(80,498)
Tax paid		**(104,252)**	(121,794)
Net cash used in operating activities		**(2,584,990)**	(439,144)
Cash flows from investing activities			
Net cash flows from purchase and sale / maturity of financial investments		**886,115**	(424,081)
Net cash flows from the purchase and sale of property, plant and equipment		**(264,685)**	18,359
Net investment in intangible assets		**(27,098)**	(4,061)
Net cash outflow from increase in investment in associates		**(386)**	–
Net cash flow on disposal of businesses and associates		**–**	123,347
Net cash generated from / (used) in investing activities		**593,946**	(286,436)
Cash flows from financing activities			
Dividends paid to shareholders of the parent company	8	**(190,000)**	(430,000)
Net cash used in financing activities		**(190,000)**	(430,000)
Net decrease in cash and cash equivalents		**(2,181,044)**	(1,155,580)
Cash and cash equivalents at 1 Jan		**3,860,788**	4,969,505
Exchange differences in respect of cash and cash equivalents		**213**	46,863
Cash and cash equivalents at 31 Dec	29	**1,679,957**	3,860,788

1 *Adjustment to bring changes between opening and closing balance sheet amounts to average rates. This is not done on a line-by-line basis, as details cannot be determined without unreasonable expense.*

The accompanying notes on pages 13 to 79 form an integral part of these financial statements.

Consolidated statement of changes in equity

for the year ended 31 December

			Other reserves						
	Called up share capital and share premium	**Retained earnings**	**Financial assets at FVOCI reserves[1]**	**Cash flow hedging reserve**	**Foreign exchange reserve**	**Merger and other reserves**	**Total share-holders' equity**	**Non-controlling interests**	**Total equity**
	US$000	**US$000**	**US$000**	**US$000**	**US$000**	**US$000**	**US$000**	**US$000**	**US$000**
At 31 Dec 2017	**992,401**	**3,441,349**	**6,433**	**(7,354)**	**(115,911)**	**(15,321)**	**4,301,597**	**4,238**	**4,305,835**
Impact on transition to IFRS 9	**–**	**(92,650)**	**(12,725)**	**–**	**–**	**–**	**(105,375)**	**–**	**(105,375)**
At 1 Jan 2018	**992,401**	**3,348,699**	**(6,292)**	**(7,354)**	**(115,911)**	**(15,321)**	**4,196,222**	**4,238**	**4,200,460**
Profit for the year	**–**	**541,092**	**–**	**–**	**–**	**–**	**541,092**	**58**	**541,150**
Other comprehensive income (net of tax)	**–**	**42,698**	**(27,258)**	**(12,042)**	**(7,433)**	**–**	**(4,035)**	**–**	**(4,035)**
– debt instruments at fair value through other comprehensive income	**–**	**–**	**(6,434)**	**–**	**–**	**–**	**(6,434)**	**–**	**(6,434)**
– equity instruments designated at fair value through other comprehensive income	**–**	**–**	**(20,819)**	**–**	**–**	**–**	**(20,819)**	**–**	**(20,819)**
– cash flow hedges	**–**	**–**	**–**	**(12,043)**	**–**	**–**	**(12,043)**	**–**	**(12,043)**
– changes in fair value of financial liabilities designated at fair value arising from changes in own credit risk	**–**	**18,801**	**–**	**–**	**–**	**–**	**18,801**	**–**	**18,801**
– remeasurement of defined benefit asset/liability	**–**	**23,859**	**–**	**–**	**–**	**–**	**23,859**	**–**	**23,859**
– exchange differences	**–**	**38**	**(5)**	**1**	**(7,433)**	**–**	**(7,399)**	**–**	**(7,399)**
Total comprehensive income for the year	**–**	**583,790**	**(27,258)**	**(12,042)**	**(7,433)**	**–**	**537,057**	**58**	**537,115**
Ordinary share issued									
Dividends to shareholders	**–**	**(190,000)**	**–**	**–**	**–**	**–**	**(190,000)**	**–**	**(190,000)**
Exercise and lapse of share options and vesting of share awards		**(6,037)**					**(6,037)**		**(6,037)**
Cost of share-based payment arrangements	**–**	**10,801**	**–**	**–**	**–**	**–**	**10,801**	**–**	**10,801**
Other movements	**–**	**(4,646)**	**1,407**	**–**	**–**	**–**	**(3,239)**	**–**	**(3,239)**
At 31 Dec 2018	**992,401**	**3,742,607**	**(32,143)**	**(19,396)**	**(123,344)**	**(15,321)**	**4,544,804**	**4,296**	**4,549,100**

	Called up share capital and share premium	Retained earnings	Available-for-Sale fair value reserve[1]	Cash flow hedging reserve	Foreign exchange reserve	Merger and other reserves	Total share-holders' equity	Non-controlling interests	Total equity
	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
At 1 Jan 2017	931,055	3,345,703	17,139	(3,358)	(105,220)	(15,321)	4,169,998	4,098	4,174,096
Profit for the year	–	545,212	–	–	–	–	545,212	141	545,353
Other comprehensive income (net of tax)	–	(18,804)	(5,231)	(3,996)	(10,691)	–	(38,722)	–	(38,722)
– available-for-sale investments	–	–	(5,324)	–	–	–	(5,324)	–	(5,324)
– cash flow hedges	–	–	–	(3,997)	–	–	(3,997)	–	(3,997)
– changes in fair value of financial liabilities designated at fair value arising from changes in own credit risk	–	(3,577)	–	–	–	–	(3,577)	–	(3,577)
– remeasurement of defined benefit asset/liability	–	(15,162)	–	–	–	–	(15,162)	–	(15,162)
– exchange differences	–	(65)	93	1	(10,691)	–	(10,662)	–	(10,662)
Total comprehensive income for the year	–	526,408	(5,231)	(3,996)	(10,691)	–	506,490	141	506,631
Ordinary share issued (Note 28)	61,346	–	–	–	–	–	61,346	–	61,346
Dividends to shareholders	–	(430,000)	–	–	–	–	(430,000)	–	(430,000)
Exercise and lapse of share options and vesting of share awards	–	(9,377)	–	–	–	–	(9,377)	–	(9,377)
Cost of share-based payment arrangements	–	9,627	–	–	–	–	9,627	–	9,627
Other movements	–	(1,012)	(5,475)	–	–	–	(6,487)	(1)	(6,488)
At 31 Dec 2017	992,401	3,441,349	6,433	(7,354)	(115,911)	(15,321)	4,301,597	4,238	4,305,835

1 *US$6.4 million at 31 December 2017 represents the IAS 39 Available-for-sale fair value reserves as at 31 December 2017.*

The accompanying notes on pages 13 to 79 form an integral part of these financial statements.

1 Legal status and principal activities

The group has its place of incorporation and head office in Dubai International Financial Centre ('DIFC'), in the United Arab Emirates, under a category 1 licence issued by the Dubai Financial Services Authority ('DFSA').

The group's registered office is Level 1, Gate Village Building 8, Dubai International Financial Centre, Dubai, United Arab Emirates.

The group through its branch network and subsidiary undertakings provides a range of banking and related financial services in the Middle East and North Africa.

The immediate parent company of the group is HSBC Middle East Holdings BV and the ultimate parent company of the group is HSBC Holdings plc, which is incorporated in England.

2 Basis of preparation and significant accounting policies

2.1 Basis of preparation

(a) Compliance with International Financial Reporting Standards

The consolidated financial statements of the group and the separate financial statements of the group have been prepared in accordance with IFRSs as issued by the IASB, including interpretations issued by the IFRS Interpretations Committee, and as endorsed by the European Union ('EU'). At 31 December 2018, there were no unendorsed standards effective for the year ended 31 December 2018 affecting these consolidated and separate financial statements, and HSBC's application of IFRSs results in no differences between IFRSs as issued by the IASB and IFRSs as endorsed by the EU.

Standards adopted during the year ended 31 December 2018

The group has adopted the requirements of IFRS 9 'Financial instruments' from 1 January 2018, with the exception of the provisions relating to the presentation of gains and losses on financial liabilities designated at fair value, which were adopted from 1 January 2017. The effect of its adoption is not significant. IFRS 9 includes an accounting policy choice to remain with IAS 39 hedge accounting, which the group has exercised. The classification and measurement and impairment requirements are applied retrospectively by adjusting the opening balance sheet at the date of initial application. As permitted by IFRS 9, the group has not restated comparatives. Adoption reduced net assets at 1 January 2018 by US$105.4 million as set out in Note 30.

In addition, the group has adopted the requirements of IFRS 15 'Revenue from contracts with customers' and a number of interpretations and amendments to standards which have had an insignificant effect on condensed consolidated financial statements of the group.

IFRS 9 transitional requirements

The transition requirements of IFRS 9 have necessitated a review of the designation of financial instruments at fair value. IFRS 9 requires that the designation is revoked where there is no longer an accounting mismatch at 1 January 2018 and permits designations to be revoked or additional designations created at 1 January 2018 if there are accounting mismatches at that date. As a result:

- fair value designations for financial liabilities have been revoked where the accounting mismatch no longer exists, as required by IFRS 9;
- fair value designations have been revoked for certain long-dated securities where accounting mismatches continue to exist, but where group has revoked the designation as permitted by IFRS 9 since it will better mitigate the accounting mismatch by undertaking fair value hedge accounting.

The results of these changes are included in the reconciliation set out in Note 30.

Changes in accounting policy

While not necessarily required by the adoption of IFRS 9, the following voluntary changes in accounting policy and presentation have been made as a result of reviews carried out in conjunction with its adoption. The effect of presentational changes at 1 January 2018 is included in the reconciliation set out in Note 30 and comparatives have not been restated.

- The group considered market practices for the presentation of certain financial liabilities which contain both deposit and derivative components. The group concluded that a change in accounting policy and presentation from 'trading customer accounts and other debt securities in issue' would be appropriate, since it would better align with the presentation of similar financial instruments by peers and therefore provide more relevant information about the effect of these financial liabilities on our financial position and performance. As a result, rather than being classified as held for trading, the group will designate these financial liabilities as at fair value through profit or loss since they are managed and their performance evaluated on a fair value basis. A further consequence of this change in presentation is that the effects of changes in the liabilities' credit risk will be presented in other comprehensive income with the remaining effect presented in profit or loss in accordance with the accounting policy adopted in 2017 (following the adoption of the requirements in IFRS 9 relating to the presentation of gains and losses on financial liabilities designated at fair value).
- Settlement accounts have been reclassified from 'Trading assets' to 'Prepayments, accrued income and other assets' and from 'Trading liabilities' to 'Accruals, deferred income and other liabilities'. The change in presentation for financial assets is in accordance with IFRS 9 and the change in presentation for financial liabilities is considered to provide more relevant information, given the change in presentation for the financial assets. The change in presentation for financial liabilities has had no effect on measurement of these items and therefore on retained earnings or profit for any period.

(b) Future accounting developments

Minor amendments to IFRSs

The IASB has published a number of minor amendments to IFRSs which are effective from 1 January 2019, some of which have been endorsed for use in the EU. The group expects they will have an insignificant effect, when adopted, on the consolidated financial statements of the group.

Major new IFRSs

The IASB has published IFRS 16 'Leases' and IFRS 17 'Insurance contracts'. IFRS 16 has been endorsed for use in the EU and IFRS 17 has not yet been endorsed. In addition, an amendment to IAS 12 'Income Taxes' is not yet endorsed.

IFRS 16 'Leases'

IFRS 16 'Leases' has an effective date for annual periods beginning on or after 1 January 2019. IFRS 16 results in lessees accounting for most leases within the scope of the standard in a manner similar to the way in which finance leases are currently accounted for under IAS 17 'Leases'. Lessees will recognise a right of use ('ROU') asset and a corresponding financial liability on the balance sheet. The asset will be amortised over the length of the lease, and the financial liability measured at amortised cost. Lessor accounting remains substantially the same as under IAS 17. At 1 January 2019, the group expects to adopt the standard using a modified retrospective approach where the cumulative effect of initially applying the standard is recognised an adjustment to the opening balance of retained earnings and comparatives are not restated.

The implementation is expected to increase assets (ROU assets) by US$ 52.7 million and increase financial liabilities by the same amount with no effect on net assets or retained earnings.

IFRS 17 'Insurance contracts'

IFRS 17 'Insurance contracts' was issued in May 2017, and sets out the requirements that an entity should apply in accounting for insurance contracts it issues and reinsurance contracts it holds. IFRS 17 is effective from 1 January 2021. The group has assessed the impact of IFRS 17 and expects that the standard will have no significant effect, when applied, on the consolidated financial statements of the group.

Amendment to IAS 12 'Income Taxes'

An amendment to IAS 12 was issued in December 2017 as part of the Annual Improvement Cycle. The amendment clarifies that an entity should recognise the tax consequences of dividends where the transactions or events that generated the distributable profits are recognised. This amendment will be effective for annual periods beginning on or after 1 January 2019 and is applied to the income tax consequences of distributions recognised on or after the beginning of the earliest comparative period. As a consequence, income tax related to distributions on perpetual subordinated contingent convertible capital securities will be presented in profit or loss rather than equity.

(c) Foreign currencies

The group's consolidated financial statements are presented in US dollars because the US dollar and currencies linked to it form the major currency bloc in which the group transacts and funds its business. The US dollar is also the group's functional currency because the US dollar and currencies linked to it are the most significant currencies relevant to the underlying transactions, events and conditions of its subsidiaries, as well as representing a significant proportion of its funds generated from financing activities.

Transactions in foreign currencies are recorded in the functional currency at the rate of exchange prevailing on the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the rate of exchange at the balance sheet date. Any resulting exchange differences are included in the income statement. Non-monetary assets and liabilities that are measured at historical cost in a foreign currency are translated into the functional currency using the rate of exchange at the date of the initial transaction. Non-monetary assets and liabilities measured at fair value in a foreign currency are translated into the functional currency using the rate of exchange at the date the fair value was determined. Any exchange component of a gain or loss on a non-monetary item is recognised either in other comprehensive income or in the income statement depending where the gain or loss on the underlying non-monetary item is recognised.

In the consolidated financial statements, the assets and liabilities of branches, subsidiaries, joint ventures and associates whose functional currency is not US dollars, are translated into the group's presentation currency at the rate of exchange at the balance sheet date, while their results are translated into US dollars at the average rates of exchange for the reporting period. Exchange differences arising from the retranslation of opening foreign currency net assets, and exchange differences arising from retranslation of the result for the reporting period from the average rate to the exchange rate at the period end, are recognised in other comprehensive income. Exchange differences on a monetary item that is part of a net investment in a foreign operation are recognised in the income statement of the separate financial statements and in other comprehensive income in consolidated accounts. On disposal of a foreign operation, exchange differences previously recognised in other comprehensive income are reclassified to the income statement as a reclassification adjustment.

(d) Critical accounting estimates and judgements

The preparation of financial information requires the use of estimates and judgements about future conditions. In view of the inherent uncertainties and the high level of subjectivity involved in the recognition or measurement of items highlighted as the critical accounting estimates and judgements in section 2.2 below, it is possible that the outcomes in the next financial year could differ from those on which management's estimates are based, resulting in materially different conclusions from those reached by management for the purposes of these financial statements. Management's selection of the group's accounting policies which contain critical estimates and judgements reflects the materiality of the items to which the policies are applied and the high degree of judgement and estimation uncertainty involved.

(e) Segmental analysis

The group's chief operating decision-maker is the Board. Operating segments are reported in a manner consistent with the internal reporting provided to the Board.

Measurement of segmental assets, liabilities, income and expenses is in accordance with the group's accounting policies. Segmental income and expenses include transfers between segments, and these transfers are conducted at arm's length. Shared costs are included in segments on the basis of the actual recharges made.

Products and services

The group manages products and services to its customers in the geographical regions through global businesses.

- Retail Banking and Wealth Management ('RBWM') serves its customers through four main businesses: Retail Banking, Wealth Management, Asset Management and Insurance. The HSBC Premier and Advance propositions are aimed at mass affluent and emerging affluent customers who value international connectivity and benefit from the global reach and scale. For customers with simpler banking needs, RBWM offers a full range of products and services reflecting local requirements.
- Commercial Banking ('CMB') customers range from small enterprises focused primarily on their domestic markets through to corporates operating globally. CMB support customers with tailored financial products and services to allow them to operate efficiently and grow. Services provided include working capital, term loans, payment services and international trade facilitation, as well as expertise in mergers and acquisitions, and access to financial markets.
- Global Banking and Markets ('GB&M') supports major government, corporate and institutional clients. GB&M product specialists continue to deliver a comprehensive range of transaction banking, financing, advisory, capital markets and risk management services.
- Global Private Banking ('GPB') serves high net worth individuals and families, including those with international banking needs. GPB provides a full range of private banking services, including Investment Management, which includes advisory and brokerage services, and Private Wealth Solutions, which comprises trusts and estate planning, to protect and preserve wealth for future generations.
- Corporate Centre comprises Central Treasury, including Balance Sheet Management ('BSM'), interests in associates and central stewardship costs that support our businesses.

2.2 Summary of significant accounting policies

(a) Consolidation and related policies

Investments in subsidiaries

The group controls and consequently consolidates an entity when it is exposed, or has rights, to variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Control is initially assessed based on consideration of all facts and circumstances, and is subsequently reassessed when there are significant changes to the initial setup.

Where an entity is governed by voting rights, the group would consolidate when it holds, directly or indirectly, the necessary voting rights to pass resolutions by the governing body. In all other cases, the assessment of control is more complex and requires judgement of other factors, including having exposure to variability of returns, power over the relevant activities or holding the power as agent or principal.

Business combinations are accounted for using the acquisition method. The amount of non-controlling interest is measured at the non-controlling interest's proportionate share of the acquiree's identifiable net assets.

The group has adopted the policy of 'predecessor accounting' for the transfer of business combinations under common control within the HSBC Group. Under IFRS where both HSBC Group entities adopt the same method for accounting for common control transactions the excess of the cost of the purchased group entity over the carrying value is recorded as a merger reserve on consolidation.

Changes in a parent's ownership interest in a subsidiary that do not result in a loss of control are treated as transactions between equity holders and are reported in equity.

Entities that are controlled by the group are consolidated from the date the group gains control and cease to be consolidated on the date the group loses control of the entities.

The group performs a re-assessment of consolidation whenever there is a change in the facts and circumstances of determining the control of all entities.

All intra-group transactions are eliminated on consolidation.

The group sponsored structured entities

The group is considered to sponsor another entity if, in addition to ongoing involvement with the entity, it had a key role in establishing that entity or in bringing together the relevant counterparties to a structured transaction. The group is not considered a sponsor if the only involvement with the entity is to provide services at arms' length and it ceases to be a sponsor once it has no ongoing involvement with that structured.

Interests in associates and joint arrangements

Joint arrangements are investments in which the group, together with one or more parties, has joint control. Depending on the group's rights and obligations, the joint arrangement is classified as either a joint operation or a joint venture. The group classifies investments in entities over which it has significant influence, and that are neither subsidiaries nor joint arrangements, as associates.

The group recognises its share of the assets, liabilities and results in a joint operation. Investments in associates are recognised using the equity method. The attributable share of the results and reserves of associates are included in the consolidated financial statements of group based on either financial statements made up to 31 December or pro-rated amounts adjusted for any material transactions or events occurring between the date of financial statements available and 31 December. Investments in associates are assessed at each reporting date and tested for impairment when there is an indication that the investment may be impaired.

(b) Income and expenses

Operating income

Interest income and expense

Interest income and expense for all financial instruments except for those classified as held for trading or designated at fair value (except for debt securities issued by the group and derivatives managed in conjunction with those debt securities) are recognised in 'Interest income' and 'Interest expense' in the income statement using the effective interest method. The effective interest rate is the rate that exactly discounts estimated future cash receipts or payments through the expected life of the financial instrument or, where appropriate, a shorter period, to the net carrying amount of the financial asset or financial liability.

Non-interest income and expense

The group generates fee income from services provided at a fixed price over time, such as account service and card fees, or when group delivers a specific transaction at the point in time such as broking services and import/export services. With the exception of certain fund management and performance fees, all other fees are generated at a fixed price. Fund management and performance fees can be variable depending on the size of the customer portfolio and group's performance as fund manager. Variable fees are recognised when all uncertainties are resolved. Fee income is generally earned from short term contracts with payment terms that do not include a significant financing component.

The group acts as principal in the majority of contracts with customers, with the exception of broking services. For most brokerage trades group acts as agent in the transaction and recognises broking income net of fees payable to other parties in the arrangement.

The group recognises fees earned on transaction-based arrangements at a point in time when we have fully provide the service to the customer. Where the contract requires services to be provided over time, income is recognised on a systematic basis over the life of the agreement.

Where group offers a package of services that contains multiple non-distinct performance obligations, such as those included in account service packages, the promised services are treated as a single performance obligation. If a package of services contains distinct performance obligations, such as those including both account and insurance services, the corresponding transaction price is allocated to each performance obligation based on the estimated stand-alone selling prices.

Dividend income is recognised when the right to receive payment is established. This is the ex-dividend date for listed equity securities, and usually the date when shareholders approve the dividend for unlisted equity securities.

Net income/(expense) from financial instruments measured at fair value through profit or loss includes the following:

- 'Net income from financial instruments held for trading or managed on a fair value basis'. This element is comprised of the net trading income, which includes all gains and losses from changes in the fair value of financial assets and financial liabilities held for trading, together with the related interest income, expense and dividends; and it also includes all gains and losses from changes in the fair value of derivatives that are managed in conjunction with financial assets and liabilities measured at fair value through profit or loss
- 'Net income/(expense)from assets and liabilities of insurance businesses, including related derivatives,measured at fair value through profit or loss'. This includes interest income, interest expense and dividend income in respect of financial assets and liabilities measured at fair value through profit or loss; and those derivatives managed in conjunction with the above which can be separately identifiable from other trading derivatives
- 'Changes in fair value of long-term debt and related derivatives'. Interest on the external long-term debt and interest cash flows on related derivatives is presented in interest expense
- 'Changes in fair value of other financial instruments mandatorily measured at fair value through profit or loss'. This includes interest on instruments which fail the SPPI test.

(c) Valuation of financial instruments

All financial instruments are recognised initially at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value of a financial instrument on initial recognition is generally its transaction price (that is, the fair value of the consideration given or received). However, if there is a difference between the transaction price and the fair value of financial instruments whose fair value is based on a quoted price in an active market or a valuation technique that uses only data from observable markets, the group recognises the difference as a trading gain or loss at inception (a 'day 1 gain or loss'). In all other cases, the entire day 1 gain or loss is deferred and recognised in the income statement over the life of the transaction either until the transaction matures or is closed out, the valuation inputs become observable or the group enters into an offsetting transaction.

The fair value of financial instruments is generally measured on an individual basis. However, in cases where the group manages a group of financial assets and liabilities according to its net market or credit risk exposure, the group measures the fair value of the group of financial instruments on a net basis but presents the underlying financial assets and liabilities separately in the financial statements, unless they satisfy the IFRS offsetting criteria.

Critical accounting estimates and judgements

The majority of valuation techniques employ only observable market data. However, certain financial instruments are valued on the basis of valuation techniques that feature one or more significant market inputs that are unobservable, and for them the measurement of fair value is more judgemental. An instrument in its entirety is classified as valued using significant unobservable inputs if, in the opinion of management, a significant proportion of the instrument's inception profit or greater than 5% of the instrument's valuation is driven by unobservable inputs. 'Unobservable' in this context means that there is little or no current market data available from which to determine the price at which an arm's length transaction would be likely to occur. It generally does not mean that there is no data available at all upon which to base a determination of fair value (consensus pricing data may, for example, be used).

(d) Financial instruments measured at amortised cost

Financial assets that are held to collect the contractual cash flows and that contain contractual terms that give rise on specified dates to cash flows that are solely payments of principal and interest, such as most loans and advances to banks and customers and some debt securities, are measured at amortised cost. In addition, most financial liabilities are measured at amortised cost. The group accounts for regular way amortised cost financial instruments using trade date accounting. The carrying value of these financial assets at initial recognition includes any directly attributable transactions costs. If the initial fair value is lower than the cash amount advanced, such as in the case of some leveraged finance and syndicated lending activities, the difference is deferred and recognised over the life of the loan through the recognition of interest income.

The group may commit to underwriting loans on fixed contractual terms for specified periods of time. When the loan arising from the lending commitment is expected to be held for trading, the commitment to lend is recorded as a derivative. When the group intends to hold the loan, the loan commitment is included in the impairment calculations.

Non-trading reverse repurchase, repurchase and similar agreements

When debt securities are sold subject to a commitment to repurchase them at a predetermined price ('repos'), they remain on the balance sheet and a liability is recorded in respect of the consideration received. Securities purchased under commitments to resell ('reverse repos') are not recognised on the balance sheet and an asset is recorded in respect of the initial consideration paid. Non-trading repos and reverse repos are measured at amortised cost. The difference between the sale and repurchase price or between the purchase and resale price is treated as interest and recognised in net interest income over the life of the agreement.

Contracts that are economically equivalent to reverse repurchase or repurchase agreements (such as sales or purchases of debt securities entered into together with total return swaps with the same counterparty) are accounted for similarly to, and presented together with, reverse repurchase or repurchase agreements.

(e) Financial assets measured at fair value through other comprehensive income ('FVOCI')

Financial assets held for a business model that is achieved by both collecting contractual cash flows and selling and that contain contractual terms that give rise on specified dates to cash flows that are solely payments of principal and interest are measured at FVOCI. These comprise primarily debt securities. They are recognised on the trade date when the group enters into contractual arrangements to purchase and are normally derecognised when they are either sold or redeemed. They are subsequently remeasured at fair value and changes therein (except for those relating to impairment, interest income and foreign currency exchange gains and losses) are recognised in other comprehensive income until the assets are sold. Upon disposal, the cumulative gains or losses in other comprehensive income are recognised in the income statement as 'Gains less losses from financial instruments'. Financial assets measured at FVOCI are included in the impairment calculations and impairment is recognised in profit or loss.

(f) Equity securities measured at fair value with fair value movements presented in OCI

The equity securities for which fair value movements are shown in OCI are business facilitation and other similar investments where the group holds the investments other than to generate a capital return. Gains or losses on the derecognition of these equity securities are not transferred to profit or loss. Otherwise equity securities are measured at fair value through profit or loss (except for dividend income which is recognised in profit or loss).

(g) Financial instruments designated at fair value through profit or loss

Financial instruments, other than those held for trading, are classified in this category if they meet one or more of the criteria set out below and are so designated irrevocably at inception:

- the use of the designation removes or significantly reduces an accounting mismatch;
- when a group of financial assets and liabilities or a group of financial liabilities is managed and its performance is evaluated on a fair value basis, in accordance with a documented risk management or investment strategy; and
- where the financial liability contains one or more non-closely related embedded derivatives.

Designated financial assets are recognised when the group enters into contracts with counterparties, which is generally on trade date, and are normally derecognised when the rights to the cash flows expire or are transferred. Designated financial liabilities are recognised when the group enters into contracts with counterparties, which is generally on settlement date, and are normally derecognised when extinguished. Subsequent changes in fair values are recognised in the income statement in 'Net income from financial instruments held for trading or managed on a fair value basis.

Under the above criterion, the main classes of financial instruments designated by the group are:

- Long-term debt issues.

The interest and/or foreign exchange exposure on certain fixed rate debt securities issued has been matched with the interest and/or foreign exchange exposure on certain swaps as part of a documented risk management strategy.

(h) Derivatives

Derivatives are financial instruments that derive their value from the price of underlying items such as equities, interest rates or other indices. Derivatives are recognised initially and are subsequently measured at fair value through profit and loss. Derivatives are classified as assets when their fair value is positive or as liabilities when their fair value is negative. This includes embedded derivatives in financial liabilities which are bifurcated from the host contract when they meet the definition of a derivative on a stand-alone basis.

Where the derivatives are managed with debt securities issued by the group that are designated at fair value, the contractual interest is shown in 'Interest expense' together with the interest payable on the issued debt.

Hedge accounting

When derivatives are not part of fair value designated relationships, if held for risk management purposes they are designated in hedge accounting relationships where the required criteria for documentation and hedge effectiveness are met. Group uses these derivatives or, where allowed, other non-derivative hedging instruments in fair value hedges, cash flow hedges or hedges of net investments in foreign operations as appropriate to the risk being hedged.

Fair value hedge

Fair value hedge accounting does not change the recording of gains and losses on derivatives and other hedging instruments, but results in recognising changes in the fair value of the hedged assets or liabilities attributable to the hedged risk that would not otherwise be recognised in the income statement. If a hedge relationship no longer meets the criteria for hedge accounting, hedge accounting is discontinued; the cumulative adjustment to the carrying amount of the hedged item is amortised to the income statement on a recalculated effective interest rate, unless the hedged item has been derecognised, in which case it is recognised in the income statement immediately.

Cash flow hedge

The effective portion of gains and losses on hedging instruments is recognised in other comprehensive income; the ineffective portion of the change in fair value of derivative hedging instruments that are part of a cash flow hedge relationship is recognised immediately in the income statement within 'Net income from financial instruments held for trading or managed on a fair value basis'. The accumulated gains and losses recognised in other comprehensive income are reclassified to the income statement in the same periods in which the hedged item affects profit or loss. In hedges of forecast transactions that result in recognition of a non-financial asset or liability, previous gains and losses recognised in other comprehensive income are included in the initial measurement of the asset or liability. When a hedge relationship is discontinued, or partially discontinued, any cumulative gain or loss recognised in other comprehensive income remains in equity until the forecast transaction is recognised in the income statement. When a forecast transaction is no longer expected to occur, the cumulative gain or loss previously recognised in other comprehensive income is immediately reclassified to the income statement.

Net investment hedge

Hedges of net investments in foreign operations are accounted for in a similar way to cash flow hedges. The effective portion of gains and losses on the hedging instrument is recognised in other comprehensive income; other gains and losses are recognised immediately in the income statement. Gains and losses previously recognised in other comprehensive income are reclassified to the income statement on the disposal, or part disposal, of the foreign operation.

Derivatives that do not qualify for hedge accounting

Non-qualifying hedges are derivatives entered into as economic hedges of assets and liabilities for which hedge accounting was not applied.

Critical accounting estimates and judgements

Various jurisdictions are in the process of replacing existing interbank benchmark unsecured interbank lending rates with alternative risk free rates, and different jurisdictions are moving at different speeds with different solutions for replacements. There is uncertainty as to the timing and the method of transition for many products, and whether some existing benchmarks will continue to be supported in some way. Judgement is needed to determine how the existing hedge accounting relationships are impacted by the transition. On balance, there is sufficient support for continuing hedge accounting for those relationships which are impacted.

(i) Impairment of amortised cost and FVOCI financial assets

Expected credit losses are recognised for loans and advances to banks and customers, non-trading reverse repurchase agreements, other financial assets held at amortised cost, debt instruments measured at fair value through other comprehensive income, and certain loan commitments and financial guarantee contracts. At initial recognition, allowance (or provision in the case of some loan commitments and financial guarantees) is required for ECL resulting from default events that are possible within the next 12 months (or less, where the remaining life is less than 12 months) ('12-month ECL'). In the event of a significant increase in credit risk, allowance (or provision) is required for ECL resulting from all possible default events over the expected life of the financial instrument ('lifetime ECL'). Financial assets where 12-month ECL is recognised are considered to be 'stage 1'; financial assets which are considered to have experienced a significant increase in credit risk are in 'stage 2'; and financial assets for which there is objective evidence of impairment so are considered to be in default or otherwise credit-impaired are in 'stage 3'. Purchased or originated credit-impaired financial assets (POCI) are treated differently as set out below.

Credit-impaired (stage 3)

The group determines that a financial instrument is credit-impaired and in stage 3 by considering relevant objective evidence, primarily whether:

- contractual payments of either principal or interest are past due for more than 90 days;
- there are other indications that the borrower is unlikely to pay such as that a concession has been granted to the borrower for economic or legal reasons relating to the borrower's financial condition; and
- the loan is otherwise considered to be in default.

If such unlikeliness to pay is not identified at an earlier stage, it is deemed to occur when an exposure is 90 days past due, even where regulatory rules permit default to be defined based on 180 days past due. Therefore the definitions of credit-impaired and default are aligned as far as possible so that stage 3 represents all loans which are considered defaulted or otherwise credit-impaired.

Interest income is recognised by applying the effective interest rate to the amortised cost amount, i.e. gross carrying amount less ECL allowance.

Write-off

Financial assets (and the related impairment allowances) are normally written off, either partially or in full, when there is no realistic prospect of recovery. Where loans are secured, this is generally after receipt of any proceeds from the realisation of security. In circumstances where the net realisable value of any collateral has been determined and there is no reasonable expectation of further recovery, write-off may be earlier.

Renegotiation

Loans are identified as renegotiated and classified as credit- impaired when we modify the contractual payment terms due to significant credit distress of the borrower. Renegotiated loans remain classified as credit-impaired until there is sufficient evidence to demonstrate a significant reduction in the risk of non-payment of future cash flows and retain the designation of renegotiated until maturity or derecognition.

A loan that is renegotiated is derecognised if the existing agreement is cancelled and a new agreement is made on substantially different terms or if the terms of an existing agreement are modified such that the renegotiated loan is a substantially different financial instrument. Any new loans that arise following derecognition events in these circumstances are considered to be purchased or originated credit-impaired (POCI) and will continue to be disclosed as renegotiated loans.

Other than originated credit-impaired loans, all other modified loans could be transferred out of stage 3 if they no longer exhibit any evidence of being credit-impaired and, in the case of renegotiated loans, there is sufficient evidence to demonstrate a significant reduction in the risk of non-payment of future cash flows, over the minimum observation period, and there are no other indicators of impairment. These loans could be transferred to stage 1 or 2 based on the mechanism as described below by comparing the risk of a default occurring at the reporting date (based on the modified contractual terms) and the risk of a default occurring at initial recognition (based on the original, unmodified contractual terms). Any amount written off as a result of the modification of contractual terms would not be reversed.

Loan modifications that are not credit-impaired

Loan modifications that are not identified as renegotiated are considered to be commercial restructuring. Where a commercial restructuring results in a modification (whether legalised through an amendment to the existing terms or the issuance of a new loan contract) such that group's rights to the cash flows under the original contract have expired, the old loan is derecognised and the new loan is recognised at fair value. The rights to cash flows are generally considered to have expired if the commercial restructure is at market rates and no payment-related concession has been provided.

Significant increase in credit risk (stage 2)

An assessment of whether credit risk has increased significantly since initial recognition is performed at each reporting period by considering the change in the risk of default occurring over the remaining life of the financial instrument. The assessment explicitly or implicitly compares the risk of default occurring at the reporting date compared to that at initial recognition, taking into account reasonable and supportable information, including information about past events, current conditions and future economic conditions. The assessment is unbiased, probability-weighted, and to the extent relevant, uses forward-looking information consistent with that used in the measurement of ECL. The analysis of credit risk is multifactor. The determination of whether a specific factor is relevant and its weight compared with other factors depends on the type of product, the characteristics of the financial instrument and the borrower, and the geographical region. Therefore, it is not possible to provide a single set of criteria that will determine what is considered to be a significant increase in credit risk and these criteria will differ for different types of lending, particularly between retail and wholesale. However, unless identified at an earlier stage, all financial assets are deemed to have suffered a significant increase in credit risk when 30 days past due. In addition, wholesale loans that are individually assessed, typically corporate and commercial customers, and included on a watch or worry list are included in stage 2.

For wholesale portfolios, the quantitative comparison assesses default risk using a lifetime probability of default which encompasses a wide range of information including the obligor's customer risk rating, macroeconomic condition forecasts and credit transition probabilities. Significant increase in credit risk is measured by comparing the average PD for the remaining term estimated at origination with the equivalent estimation at reporting date (or that the origination PD has doubled in the case of origination CRR greater than 3.3). The significance of changes in PD was informed by expert credit risk judgement, referenced to historical credit migrations and to relative changes in external market rates. The quantitative measure of significance varies depending on the credit quality at origination as follows:

Origination CRR	Significance trigger – PD to increase by
0.1–1.2	15bps
2.1–3.3	30 bps
Greater than 3.3 and not impaired	2x

For loans originated prior to the implementation of IFRS 9, the origination PD does not include adjustments to reflect expectations of future macroeconomic conditions since these are not available without the use of hindsight. In the absence of this data, origination PD must be approximated assuming through-the-cycle ('TTC') PDs and TTC migration probabilities, consistent with the instrument's underlying modelling approach and the CRR at origination. For these loans, the quantitative comparison is supplemented with additional CRR deterioration based thresholds as set out in the table below:

Origination CRR	Additional significance criteria – Number of CRR grade notches deterioration required to identify as significant credit deterioration (stage 2) (> or equal to)
0.1	5 notches
1.1–4.2	4 notches
4.3–5.1	3 notches
5.2–7.1	2 notches
7.2–8.2	1 notch
8.3	0 notch

Further information about the 23-grade scale used for CRR can be found on page 58.

For certain portfolios of debt securities where external market ratings are available and credit ratings are not used in credit risk management, the debt securities will be in stage 2 if their credit risk increases to the extent they are no longer considered investment grade. Investment grade is where the financial instrument has a low risk of incurring losses, the structure has a strong capacity to meet its contractual cash flow obligations in the near term and adverse changes in economic and business conditions in the longer term may, but will not necessarily, reduce the ability of the borrower to fulfil their contractual cash flow obligations.

For retail portfolios, default risk is assessed using a reporting date 12-month PD derived from credit scores which incorporate all available information about the customer. This PD is adjusted for the effect of macroeconomic forecasts for periods longer than 12 months and is considered to be a reasonable approximation of a lifetime PD measure. Retail exposures are first segmented into homogeneous portfolios, generally by country, product and brand. Within each portfolio, the stage 2 accounts are defined as accounts with an adjusted 12-month PD greater than the average 12-month PD of loans in that portfolio 12 months before they become 30 days past due. The expert credit risk judgement is that no prior increase in credit risk is significant. This portfolio-specific threshold identifies loans with a PD higher than would be expected from loans that are performing as originally expected and higher than that which would have been acceptable at origination. It therefore approximates a comparison of origination to reporting date PDs.

Unimpaired and without significant increase in credit risk – (stage 1)

ECL resulting from default events that are possible within the next 12 months ('12-month ECL') are recognised for financial instruments that remain in stage 1.

Purchased or originated credit-impaired

Financial assets that are purchased or originated at a deep discount that reflects the incurred credit losses are considered to be POCI. This population includes the recognition of a new financial instrument following a renegotiation where concessions have been granted for economic or contractual reasons relating to the borrower's financial difficulty that otherwise would not have been considered. The amount of change-in-lifetime ECL is recognised in profit or loss until the POCI is derecognised, even if the lifetime ECL are less than the amount of ECL included in the estimated cash flows on initial recognition.

Movement between stages

Financial assets can be transferred between the different categories (other than POCI) depending on their relative increase in credit risk since initial recognition. Financial instruments are transferred out of stage 2 if their credit risk is no longer considered to be significantly increased since initial recognition based on the assessments described above. Except for renegotiated loans, financial instruments are transferred out of stage 3 when they no longer exhibit any evidence of credit impairment as described above. Renegotiated loans that are not POCI will continue to be in stage 3 until there is sufficient evidence to demonstrate a significant reduction in the risk of non-payment of future cash flows, observed over a minimum one-year period and there are no other indicators of impairment. For loans that are assessed for impairment on a portfolio basis, the evidence typically comprises a history of payment performance against the original or revised terms, as appropriate to the circumstances. For loans that are assessed for impairment on an individual basis, all available evidence is assessed on a case-by-case basis.

Measurement of ECL

The assessment of credit risk, and the estimation of ECL, are unbiased and probability-weighted, and incorporate all available information which is relevant to the assessment including information about past events, current conditions and reasonable and supportable forecasts of future events and economic conditions at the reporting date. In addition, the estimation of ECL should take into account the time value of money.

In general, the group calculates ECL using three main components, a probability of default, a loss given default and the exposure at default ('EAD').

The 12-month ECL is calculated by multiplying the 12-month PD, LGD and EAD. Lifetime ECL is calculated using the lifetime PD instead. The 12-month and lifetime PDs represent the probability of default occurring over the next 12 months and the remaining maturity of the instrument respectively.

The EAD represents the expected balance at default, taking into account the repayment of principal and interest from the balance sheet date to the default event together with any expected drawdowns of committed facilities. The LGD represents expected losses on the EAD given the event of default, taking into account, among other attributes, the mitigating effect of collateral value at the time it is expected to be realised and the time value of money.

The group leverages the Basel II IRB framework where possible, with recalibration to meet the differing IFRS 9 requirements as follows.

Model	Regulatory capital	IFRS 9
PD	• Through the cycle (represents long-run average PD throughout a full economic cycle) • The definition of default includes a backstop of 90+ days past due, this has been modified to 180+ days past due for some portfolios.	• Point in time (based on current conditions, adjusted to take into account estimates of future conditions that will impact PD) • Default backstop of 90+ days past due for all portfolios
EAD	• Cannot be lower than current balance	• Amortisation captured for term products
LGD	• Downturn LGD (consistent losses expected to be suffered during a severe but plausible economic downturn) • Regulatory floors may apply to mitigate risk of underestimating downturn LGD due to lack of historical data • Discounted using cost of capital • All collection costs included	• Expected LGD (based on estimate of loss given default including the expected impact of future economic conditions such as changes in value of collateral) • No floors • Discounted using the original effective interest rate of the loan • Only costs associated with obtaining/selling collateral included
Other		• Discounted back from point of default to balance sheet date

While 12-month PDs are recalibrated from Basel models where possible, the lifetime PDs are determined by projecting the 12-month PD using a term structure. For the wholesale methodology, the lifetime PD also takes into account credit migration, i.e. a customer migrating through the CRR bands over its life.

The ECL for wholesale stage 3 is determined on an individual basis using a discounted cash flow ('DCF') methodology. The expected future cash flows are based on the credit risk officer's estimates as at the reporting date, reflecting reasonable and supportable assumptions and projections of future recoveries and expected future receipts of interest. Collateral is taken into account if it is likely that the recovery of the outstanding amount will include realisation of collateral based on its estimated fair value of collateral at the time of expected realisation, less costs for obtaining and selling the collateral. The cash flows are discounted at a reasonable approximation of the original effective interest rate. For significant cases, cash flows under four different scenarios are probability-weighted by reference to the three economic scenarios applied more generally by the Group and the judgement of the credit risk officer in relation to the likelihood of the workout strategy succeeding or receivership being required. For less significant cases, the effect of different economic scenarios and work-out strategies is approximated and applied as an adjustment to the most likely outcome.

Period over which ECL is measured

Expected credit loss is measured from the initial recognition of the financial asset. The maximum period considered when measuring ECL (be it 12-month or lifetime ECL) is the maximum contractual period over which the group is exposed to credit risk. For wholesale overdrafts, credit risk management actions are taken no less frequently than on an annual basis and therefore this period is to the expected date of the next substantive credit review. The date of the substantive credit review also represents the initial recognition of the new facility. However, where the financial instrument includes both a drawn and undrawn commitment and the contractual ability to demand repayment and cancel the undrawn commitment does not serve to limit group's exposure to credit risk to the contractual notice period, the contractual period does not determine the maximum period considered. Instead, ECL is measured over the period the group remains exposed to credit risk that is not mitigated by credit risk management actions. This applies to retail overdrafts and credit cards, where the period is the average time taken for stage 2 exposures to default or close as performing accounts, determined on a portfolio basis and ranging from between two and six years. In addition, for these facilities it is not possible to identify the ECL on the loan commitment component separately from the financial asset component. As a result, the total ECL is recognised in the loss allowance for the financial asset unless the total ECL exceeds the gross carrying amount of the financial asset, in which case the ECL is recognised as a provision.

Forward-looking economic inputs

The group will in general apply three forward-looking global economic scenarios determined with reference to external forecast distributions representative of our view of forecast economic conditions, the Consensus Economic Scenario approach. This approach is considered sufficient to calculate unbiased expected loss in most economic environments. They represent a 'most likely outcome' (the Central scenario) and two, less likely, 'Outer' scenarios, referred to as the Upside and Downside scenarios. The Central scenario is used

by the annual operating planning process and, with regulatory modifications, will also be used in enterprise-wide stress tests. The Upside and Downside are constructed following a standard process supported by a scenario narrative reflecting the Group's current top and emerging risks and by consulting external and internal subject matter experts. The relationship between the Outer scenarios and Central scenario will generally be fixed with the Central scenario being assigned a weighting of 80% and the Upside and Downside scenarios 10% each, with the difference between the Central and Outer scenarios in terms of economic severity being informed by the spread of external forecast distributions among professional industry forecasts. The Outer scenarios are economically plausible, internally

consistent states of the world and will not necessarily be as severe as scenarios used in stress testing. The period of forecast is five years, after which the forecasts will revert to a view based on average past experience. The spread between the central and outer scenarios is grounded on consensus distributions of projected gross domestic product of UAE. The economic factors include, but are not limited to, gross domestic product, unemployment, interest rates, inflation and commercial property prices across all the countries in which the group operates.

In general, the consequences of the assessment of credit risk and the resulting ECL outputs will be probability-weighted using the standard probability weights. This probability weighting may be applied directly or the effect of the probability weighting determined on a periodic basis, at least annually, and then applied as an adjustment to the outcomes resulting from the central economic forecast. The central economic forecast is updated quarterly.

The group recognises that the Consensus Economic Scenario approach using three scenarios will be insufficient in certain economic environments. Additional analysis may be requested at management's discretion, including the production of extra scenarios. If conditions warrant, this could result in a management overlay for economic uncertainty which is included in the ECL

Critical accounting estimates and judgements

In determining ECL, management is required to exercise judgement in defining what is considered to be a significant increase in credit risk and in making assumptions and estimates to incorporate relevant information about past events, current conditions and forecasts of economic conditions. Judgement has been applied in determining the lifetime and point of initial recognition of revolving facilities.

The PD, LGD and EAD models which support these determinations are reviewed regularly in light of differences between loss estimates and actual loss experience, but given that IFRS 9 requirements have only just been applied, there has been little time available to make these comparisons. Therefore, the underlying models and their calibration, including how they react to forward-looking economic conditions, remain subject to review and refinement. This is particularly relevant for lifetime PDs, which have not been previously used in regulatory modelling and for the incorporation of 'Upside scenarios' which have not generally been subject to experience gained through stress testing.

The exercise of judgement in making estimations requires the use of assumptions which are highly subjective and very sensitive to the risk factors, in particular to changes in economic and credit conditions across a large number of geographical areas. Many of the factors have a high degree of interdependency and there is no single factor to which loan impairment allowances as a whole are sensitive.

(j) Employee compensation and benefits

Share-based payments

Shares in HSBC Holdings plc are awarded to employees in certain cases. Equity-settled share-based payment arrangements entitle employees to receive equity instruments of HSBC.

The vesting period for these schemes may commence before the grant date if the employees have started to render services in respect of the award before the grant date. Expenses are recognised when the employee starts to render service to which the award relates.

Cancellations result from the failure to meet a non-vesting condition during the vesting period, and are treated as an acceleration of vesting recognised immediately in the income statement. Failure to meet a vesting condition by the employee is not treated as a cancellation, and the amount of expense recognised for the award is adjusted to reflect the number of awards expected to vest.

Post-employment benefit plans

The group contributes to the Government pension and social security schemes in the countries in which it operates, as per local regulations. Where the group's obligations under the plans are equivalent to a defined contribution plan the payments made are charged as an expense as they fall due. End of service benefits are calculated and paid in accordance with local law. The group's net obligation in respect of such end of service benefits is the amount of future benefits that employees have earned in return for their service in current and prior periods.

Defined benefit pension obligations are calculated using the projected unit credit method. The net charge to the income statement mainly comprises the service cost and the net interest on the net defined benefit asset or liability, and is presented in operating expenses.

Re-measurements of the net defined benefit asset or liability, which comprise actuarial gains and losses, return on plan assets excluding interest and the effect of the asset ceiling (if any, excluding interest), are recognised immediately in other comprehensive income. The net defined benefit asset or liability represents the present value of defined benefit obligations reduced by the fair value of plan assets, after applying the asset ceiling test, where the net defined benefit surplus is limited to the present value of available refunds and reductions in future contributions to the plan.

The cost of obligations arising from other post-employment plans are accounted for on the same basis as defined benefit pension plans.

The group also makes contributions to the HSBC International Staff Retirement Benefit Scheme in respect of a small number of International Managers being seconded to the group by the HSBC Group. The group accounts for contributions to this scheme as if it is a defined contribution scheme on the basis that any actuarial gains and losses would not be material.

(k) Tax

Income tax comprises current tax and deferred tax. Income tax is recognised in the income statement except to the extent that it relates to items recognised in other comprehensive income or directly in equity, in which case it is recognised in the same statement in which the related item appears.

Current tax is the tax expected to be payable on the taxable profit for the year and any adjustment to tax payable in respect of previous years. The group provides for potential current tax liabilities that may arise on the basis of the amounts expected to be paid to the tax authorities.

Deferred tax is recognised on temporary differences between the carrying amounts of assets and liabilities in the balance sheet and the amounts attributed to such assets and liabilities for tax purposes. Deferred tax is calculated using the tax rates expected to apply in the periods in which the assets will be realised or the liabilities settled.

Current and deferred tax is calculated based on tax rates and laws enacted, or substantively enacted, by the balance sheet date.

Critical accounting estimates and judgements

The recognition of a deferred tax asset relies on an assessment of the probability and sufficiency of future taxable profits, future reversals of existing taxable temporary differences and ongoing tax planning strategies. In the absence of a history of taxable profits, the most significant judgements relate to expected future profitability and to the applicability of tax planning strategies.

(l) Debt securities in issue

Financial liabilities for debt securities issued are recognised when the group enters into contractual arrangements with counterparties and are initially measured at fair value, which is normally the consideration received, net of directly attributable transaction costs incurred. Subsequent measurement of financial liabilities, other than those measured at fair value through profit or loss and financial guarantees, is at amortised cost, using the effective interest method to amortise the difference between proceeds received, net of directly attributable transaction costs incurred, and the redemption amount over the expected life.

(m) Provisions, contingent liabilities and guarantees

Provisions

Provisions are recognised when it is probable that an outflow of economic benefits will be required to settle a present legal or constructive obligation which has arisen as a result of past events and for which a reliable estimate can be made.

Critical accounting estimates and judgements

Judgement is involved in determining whether a present obligation exists and in estimating the probability, timing and amount of any outflows. Professional expert advice is taken on the assessment of litigation, property (including onerous contracts) and similar obligations. Provisions for legal proceedings and regulatory matters typically require a higher degree of judgement than other types of provisions. When matters are at an early stage, accounting judgements can be difficult because of the high degree of uncertainty associated with determining whether a present obligation exists, and estimating the probability and amount of any outflows that may arise. As matters progress, management and legal advisers evaluate on an ongoing basis whether provisions should be recognised, revising previous judgements and estimates as appropriate. At more advanced stages, it is typically easier to make judgements and estimates around a better defined set of possible outcomes. However, the amount provisioned can remain very sensitive to the assumptions used. There could be a wide range of possible outcomes for any pending legal proceedings, investigations or inquiries. As a result, it is often not practicable to quantify a range of possible outcomes for individual matters. It is also not practicable to meaningfully quantify ranges of potential outcomes in aggregate for these types of provisions because of the diverse nature and circumstances of such matters and the wide range of uncertainties involved. Provisions for customer remediation also require significant levels of estimation and judgement. The amounts of provisions recognised depend on a number of different assumptions, such as the volume of inbound complaints, the projected period of inbound complaint volumes, the decay rate of complaint volumes, the population identified as systemically mis-sold and the number of policies per customer complaint.

Contingent liabilities, contractual commitments and guarantees

Contingent liabilities

Contingent liabilities, which include certain guarantees and letters of credit pledged as collateral security and contingent liabilities related to legal proceedings or regulatory matters, are not recognised in the financial statements but are disclosed unless the probability of settlement is remote.

Financial guarantee contracts

Liabilities under financial guarantee contracts which are not classified as insurance contracts are recorded initially at their fair value, which is generally the fee received or present value of the fee receivable.

(n) Acceptances and endorsements

Acceptances arise when the group is under an obligation to make payments against documents drawn under letters of credit. Acceptances specify the amount of money, the date, and the person to which the payment is due. After acceptance, the instrument becomes an unconditional liability of the group and is therefore recognised as a financial liability with a corresponding contractual right of reimbursement from the customer recognised as a financial asset.

(o) Accounting policies applied to financial instruments prior to 1 January 2018

Financial instruments measured at amortised cost

Loans and advances to banks and customers, held-to-maturity investments and most financial liabilities are measured at amortised cost. The carrying value of these financial assets at initial recognition includes any directly attributable transactions costs. If the initial fair value is lower than the cash amount advanced, such as in the case of some leveraged finance and syndicated lending activities, the difference is deferred and recognised over the life of the loan (as described in sub-section (c) above) through the recognition of interest income, unless the loan becomes impaired.

The group may commit to underwriting loans on fixed contractual terms for specified periods of time. When the loan arising from the lending commitment is expected to be held for trading, the commitment to lend is recorded as a derivative. When the group intends to hold the loan, a provision on the loan commitment is only recorded where it is probable that HSBC will incur a loss.

Impairment of loans and advances

Losses for impaired loans are recognised when there is objective evidence that impairment of a loan or portfolio of loans has occurred. Losses which may arise from future events are not recognised.

Individually assessed loans and advances

The factors considered in determining whether a loan is individually significant for the purposes of assessing impairment include the size of the loan, the number of loans in the portfolio, the importance of the individual loan relationship and how this is managed. Loans that are determined to be individually significant will be individually assessed for impairment, except when volumes of defaults and losses are sufficient to justify treatment under a collective methodology.

Loans considered as individually significant are typically to corporate and commercial customers, are for larger amounts and are managed on an individual basis. For these loans, the group considers on a case-by-case basis at each balance sheet date whether there is any objective evidence that a loan is impaired.

The determination of the realisable value of security is based on the most recently updated market value at the time the impairment assessment is performed. The value is not adjusted for expected future changes in market prices, though adjustments are made to reflect local conditions such as forced sale discounts.

Impairment losses are calculated by discounting the expected future cash flows of a loan, which include expected future receipts of contractual interest, at the loan's original effective interest rate or an approximation thereof, and comparing the resultant present value with the loan's current carrying amount.

Collectively assessed loans and advances

Impairment is assessed collectively to cover losses which have been incurred but have not yet been identified on loans subject to individual assessment or for homogeneous groups of loans that are not considered individually significant, which are generally retail lending portfolios.

Incurred but not yet identified impairment

Individually assessed loans for which no evidence of impairment has been specifically identified on an individual basis are grouped together according to their credit risk characteristics for a collective impairment assessment. This assessment captures impairment losses that HSBC has incurred as a result of events occurring before the balance sheet date that HSBC is not able to identify on an individual loan basis, and that can be reliably estimated. When information becomes available that identifies losses on individual loans within a group, those loans are removed from the group and assessed individually.

Homogeneous groups of loans and advances

Statistical methods are used to determine collective impairment losses for homogeneous groups of loans not considered individually significant. The methods used to calculate collective allowances are set out below:

- When appropriate empirical information is available, HSBC utilises roll-rate methodology, which employs statistical analyses of historical data and experience of delinquency and default to reliably estimate the amount of the loans that will eventually be written off as a result of events occurring before the balance sheet date. Individual loans are grouped using ranges of past due days, and statistical estimates are made of the likelihood that loans in each range will progress through the various stages of delinquency and become irrecoverable. Additionally, individual loans are segmented based on their credit characteristics, such as industry sector, loan grade or product. In applying this methodology, adjustments are made to estimate the periods of time between a loss event occurring, for example because of a missed payment, and its confirmation through write-off (known as the loss identification period). Current economic conditions are also evaluated when calculating the appropriate level of allowance required to cover inherent loss. In certain highly developed markets, models also take into account behavioural and account management trends as revealed in, for example bankruptcy and rescheduling statistics.
- When the portfolio size is small or when information is insufficient or not reliable enough to adopt a roll-rate methodology, HSBC adopts a basic formulaic approach based on historical loss rate experience, or a discounted cash flow model. Where a basic formulaic approach is undertaken, the period between a loss event occurring and its identification is estimated by local management, and is typically between six and 12 months.

Write-off of loans and advances

Loans and the related impairment allowance accounts are normally written off, either partially or in full, when there is no realistic prospect of recovery. Where loans are secured, this is generally after receipt of any proceeds from the realisation of security. In circumstances where the net realisable value of any collateral has been determined and there is no reasonable expectation of further recovery, write-off may be earlier.

Reversals of impairment

If the amount of an impairment loss decreases in a subsequent period, and the decrease can be related objectively to an event occurring after the impairment was recognised, the excess is written back by reducing the loan impairment allowance account accordingly. The write-back is recognised in the income statement.

Assets acquired in exchange for loans

When non-financial assets acquired in exchange for loans as part of an orderly realisation are held for sale, these assets are recorded as 'Assets held for sale.'

Renegotiated loans

Loans subject to collective impairment assessment whose terms have been renegotiated are no longer considered past due, but are treated as up-to-date loans for measurement purposes once a minimum number of required payments has been received. Where collectively assessed loan portfolios include significant levels of renegotiated loans, these loans are segregated from other parts of the loan portfolio for the purposes of collective impairment assessment to reflect their risk profile. Loans subject to individual impairment assessment, whose terms have been renegotiated, are subject to ongoing review to determine whether they remain impaired. The carrying amounts of loans that have been classified as renegotiated retain this classification until maturity or derecognition.

A loan that is renegotiated is derecognised if the existing agreement is cancelled and a new agreement made on substantially different terms or if the terms of an existing agreement are modified such that the renegotiated loan is substantially a different financial instrument. Any new loans that arise following derecognition events will continue to be disclosed as renegotiated loans and are assessed for impairment as above.

Non-trading reverse repurchase, repurchase and similar agreements

When debt securities are sold subject to a commitment to repurchase them at a predetermined price ('repos'), they remain on the balance sheet and a liability is recorded in respect of the consideration received. Securities purchased under commitments to resell ('reverse repos') are not recognised on the balance sheet and an asset is recorded in respect of the initial consideration paid. Non-trading repos and reverse repos are measured at amortised cost. The difference between the sale and repurchase price or between the purchase and resale price is treated as interest and recognised in net interest income over the life of the agreement.

Contracts that are economically equivalent to reverse repurchase or repurchase agreements (such as sales or purchases of debt securities entered into together with total return swaps with the same counterparty) are accounted for similarly to, and presented together with, reverse repurchase or repurchase agreements.

Financial instruments measured at fair value

Available-for-sale financial assets

Available-for-sale financial assets are recognised on the trade date when the group enters into contractual arrangements to purchase them, and are normally derecognised when they are either sold or redeemed. They are subsequently remeasured at fair value, and changes therein are recognised in other comprehensive income until the assets are either sold or become impaired. Upon disposal, the cumulative gains or losses in other comprehensive income are recognised in the income statement as 'Gains less losses from financial investments'.

Impairment of available-for-sale financial assets

Available-for-sale financial assets are assessed at each balance sheet date for objective evidence of impairment. Impairment losses are recognised in the income statement within 'Loan impairment charges and other credit risk provisions' for debt instruments and within 'Gains less losses from financial investments' for equities.

Available-for-sale debt securities

In assessing objective evidence of impairment at the reporting date, the group considers all available evidence, including observable data or information about events specifically relating to the securities which may result in a shortfall in the recovery of future cash flows. A subsequent decline in the fair value of the instrument is recognised in the income statement when there is objective evidence of impairment as a result of decreases in the estimated future cash flows. Where there is no further objective evidence of impairment, the decline in the fair value of the financial asset is recognised in other comprehensive income. If the fair value of a debt security increases in a subsequent period, and the increase can be objectively related to an event occurring after the impairment loss was recognised in the income statement, or the instrument is no longer impaired, the impairment loss is reversed through the income statement.

Available-for-sale equity securities

A significant or prolonged decline in the fair value of the equity below its cost is objective evidence of impairment. In assessing whether it is significant, the decline in fair value is evaluated against the original cost of the asset at initial recognition. In assessing whether it is prolonged, the decline is evaluated against the continuous period in which the fair value of the asset has been below its original cost at initial recognition.

All subsequent increases in the fair value of the instrument are treated as a revaluation and are recognised in other comprehensive income. Subsequent decreases in the fair value of the available-for-sale equity security are recognised in the income statement to the extent that further cumulative impairment losses have been incurred. Impairment losses recognised on the equity security are not reversed through the income statement.

Financial instruments designated at fair value

Financial instruments, other than those held for trading, are classified in this category if they meet one or more of the criteria set out below, and are so designated irrevocably at inception:

- the use of the designation removes or significantly reduces an accounting mismatch;
- when a group of financial assets, liabilities or both is managed and its performance is evaluated on a fair value basis, in accordance with a documented risk management or investment strategy; and
- where financial instruments contain one or more non-closely related embedded derivatives. Designated financial assets are recognised when HSBC enters into contracts with counterparties, which is generally on trade date, and are normally derecognised when the rights to the cash flows expire or are transferred. Designated financial liabilities are recognized when HSBC enters into contracts with counterparties, which is generally on settlement date, and are normally derecognised when extinguished. Subsequent changes in fair values are recognised in the income statement in 'Net income/(expense) from financial instruments designated at fair value'. Under this criterion, the main classes of financial instruments designated by HSBC are:

Long-term debt issues

The interest and/or foreign exchange exposure on certain fixed rate debt securities issued has been matched with the interest and/or foreign exchange exposure on certain swaps as part of a documented risk management strategy.

Financial assets and financial liabilities under unit-linked and non-linked investment contracts

3 Changes in fair value of long-term debt and related derivatives

	Footnotes	2018 US$000	2017 US$000
Net income/(expense) arising on:			
– other changes in fair value		**1,558**	4,988
Year ended 31 Dec		**1,558**	4,988

4 Operating profit

Operating profit is stated after the following items:

	2018 US$000	2017 US$000
Income		
Interest recognised on impaired financial assets	**11,162**	11,353
Interest recognised on financial assets measured at amortised cost	**1,050,036**	N/A
Interest recognised on financial assets measured at FVOCI	**134,480**	N/A
Fees earned on financial assets that are not at fair value through profit or loss (other than amounts included in determining the effective interest rate)	**372,490**	426,002
Fees earned on trust and other fiduciary activities	**17,774**	21,355
Expense		
Interest on financial instruments, excluding interest on financial liabilities held for trading or designated or otherwise mandatorily measured at fair value	**(140,539)**	(144,471)
Fees payable on financial liabilities that are not at fair value through profit or loss (other than amounts included in determining the effective interest rate)	**(79,383)**	(67,633)
Fees payable relating to trust and other fiduciary activities	**(384)**	—
Payments under lease sublease agreements	**(42,132)**	(24,955)
Restructuring provisions	**(5,068)**	(6,749)
Gains/(losses)		
Impairment of available-for-sale equity securities	**N/A**	(2,660)
Gains recognised on assets held for sale	**3,079**	55,438
Losses on disposal or settlement of loans and advances	**—**	(145)
Gains on disposal of property, plant and equipment, intangible assets and non-financial investments	**(56)**	16,805
Change in expected credit loss charges and other credit impairment charges	**(127,620)**	N/A
– loans and advances to banks and customers	**(143,268)**	N/A
– loans commitments and guarantees	**18,873**	N/A
– other financial assets	**(3,389)**	N/A
– debt instruments measured at fair value though other comprehensive income	**164**	N/A
Loan impairment charges and other credit risk provisions	**N/A**	(149,912)
– net impairment charge on loans and advances	**N/A**	(141,228)
– other credit risk provisions	**N/A**	(8,684)

5 Employee compensation and benefits

	2018 US$000	2017 US$000
Wages and salaries	**511,783**	490,572
Social security costs	**6,085**	5,059
Post-employment benefits	**30,922**	26,630
Year ended 31 Dec	**548,790**	522,261

Average number of persons employed by the group during the year

	2018	2017
Retail Banking and Wealth Management	**1,279**	1,266
Commercial Banking	**695**	672
Global Banking and Markets	**429**	427
Global Private Banking	**8**	9
Corporate Centre	**1,373**	1,432
Total	**3,784**	3,806

Year in which income statement is expected to reflect deferred bonuses

	Current year bonus pool[1] US$000	Prior year bonus pools US$000	Total US$000
2018			
Charge recognised in 2018	**8,257**	**9,682**	**17,939**
– deferred share awards	**2,217**	**4,387**	**6,604**
– deferred cash awards	**6,040**	**5,295**	**11,335**
Charge expected to be recognised in 2019 or later	**5,658**	**4,201**	**9,859**
– deferred share awards	**3,895**	**2,783**	**6,678**
– deferred cash awards	**1,763**	**1,418**	**3,181**
2017			
Charge recognised in 2017	4,767	5,687	10,454
– deferred share awards	2,268	4,330	6,598
– deferred cash awards	2,499	1,357	3,856
Charge expected to be recognised in 2018 or later	6,657	4,921	11,578
– deferred share awards	4,204	3,481	7,685
– deferred cash awards	2,453	1,440	3,893

1 *Current year bonus pool relates to the bonus pool declared for the reporting period (2018 for the current year, 2017 for the 2017 comparatives).*

Deferred cash awards are recognised where there is a service period over which conditions are required to be satisfied in order for an employee to become unconditionally entitled to the cash.

Share-based payments

'Wages and salaries' include the effect of share-based payments arrangements, all equity settled, as follows:

	2018 US$000	2017 US$000
Restricted share awards	**10,954**	9,818
Savings-related and other share award option plans	**—**	18
Year ended 31 Dec	**10,954**	9,836

HSBC share awards

Award	Policy
Deferred share awards (including annual incentive awards delivered in shares) and GPSP	• An assessment of performance over the relevant period ending on 31 December is used to determine the amount of the award to be granted. • Deferred awards generally require employees to remain in employment over the vesting period and are not subject to performance conditions after the grant date. • Deferred share awards generally vest over a period of three years and GPSP awards vest after five years. • Vested shares may be subject to a retention requirement post-vesting. GPSP awards are retained until cessation of employment. • Awards granted from 2010 onwards are subject to a malus provision prior to vesting.

Movement on HSBC share awards

	2018 Number US$000	2017 Number (US$000
Restricted share awards outstanding at 1 Jan	**3,588**	4,041
Additions during the year	**1,034**	1,915
Released and forfeited in the year	**(3,018)**	(2,368)
Restricted share awards outstanding at 31 Dec	**1,604**	3,588
Weighted average fair value of awards granted (£)	**8.81**	7.26

HSBC share option plans

Main plans	Policy
Savings-related share option plans ('Sharesave')	• Exercisable within six months following either the third or fifth anniversaries of the commencement of a three-year or five-year contract, respectively. • The exercise price is set at a 20% (2017: 20%) discount to the market value immediately preceding the date of invitation.

Calculation of fair values

The fair values of share options are calculated using a Black-Scholes model. The fair value of a share award is based on the share price at the date of the grant.

Movement on HSBC share option plans

	Savings-related share option plans	
	Number	WAEP[1]
	US$000	£
Outstanding at 1 Jan 2018	**74**	**7.03**
Granted during the year	**33**	**7.07**
Exercised during the year	**(26)**	**7.15**
Transferred during the year	**17**	**9.85**
Forfeited, expired and cancelled during the year	**(6)**	**7.61**
Outstanding at 31 Dec 2018	**92**	**6.71**
Weighted average remaining contractual life (years)	**1.79**	
Outstanding at 1 Jan 2017	131	7.21
Granted during the year	11	7.91
Exercised during the year	(57)	7.52
Transferred during the year	1	4.79
Forfeited, expired and cancelled during the year	(12)	7.46
Outstanding at 31 Dec 2017	74	7.03
Weighted average remaining contractual life (years)	1.83	

1 *Weighted average exercise price.*

Post-employment benefit plans

Income statement charge

	2018	2017
	US$000	US$000
Defined benefit pension plans	**26,247**	24,049
Defined contribution pension plans	**4,675**	2,512
Defined benefit and contribution healthcare plans	**—**	69
Year ended 31 Dec	**30,922**	26,630

Net liabilities recognised on the balance sheet in respect of defined benefit plans

	2018	2017
	US$000	US$000
Net employee benefit liabilities (Note 23)	**(168,261)**	(175,445)

Defined benefit pension plans

Net asset/(liability) under defined benefit pension plans

	Fair value of plan assets	Present value of defined benefit obligations	Net defined benefit liability
	US$000	US$000	US$000
At 1 Jan 2018	**–**	**(175,445)**	**(175,445)**
Service cost	**–**	**(24,926)**	**(24,926)**
– Current service cost	**–**	**(24,926)**	**(24,926)**
Net interest cost on the net defined benefit liability	**–**	**(3,678)**	**(3,678)**
Re-measurement effects recognised in other comprehensive income	**–**	**23,859**	**23,859**
– actuarial gains	**–**	**23,859**	**23,859**
Exchange differences and other movements	**–**	**(1,758)**	**(1,758)**
Benefits paid	**–**	**13,687**	**13,687**
At 31 Dec 2018	**–**	**(168,261)**	**(168,261)**
Present value of defined benefit obligation relating to:	**–**	**(168,261)**	**(168,261)**
– actives	**–**	**(165,348)**	**–**
– deferreds	**–**	**(2,913)**	**–**
At 1 Jan 2017	–	(144,520)	(144,520)
Service cost	–	(21,574)	(21,574)
– Current service cost	–	(21,574)	(21,574)
Net interest cost on the net defined benefit liability	–	(2,475)	(2,475)
Re-measurement effects recognised in other comprehensive income	–	(16,553)	(16,553)
– actuarial losses		(16,553)	(16,553)
Exchange differences and other movements	–	(1,145)	(1,145)
Benefits paid	–	10,822	10,822
At 31 Dec 2017	–	(175,445)	(175,445)
Present value of defined benefit obligation relating to:		(175,445)	
– actives	–	(163,134)	–
– deferreds	–	(12,311)	–

Post-employment defined benefit plans' principal actuarial financial assumptions

The principal actuarial financial assumptions used to calculate the group's obligations under its defined benefit pension plans at 31 December for each year, and used as the basis for measuring periodic costs under the plans in the following years, were as follows:

Key actuarial assumptions for the principal plan

	Discount rate	Rate of pay increase	Combined rate of resignation and employment termination
	%	%	%
United Arab Emirates			
At 31 Dec 2018	**3.13**	**5.10**	**8.00**
At 31 Dec 2017	2.20	6.40	9.30

The group determines discount rates to be applied to its obligations in consultation with the plans' local actuaries, on the basis of current average yields of long term, high quality corporate bonds.

The effect of changes in key assumptions on the principal plan

	United Arab Emirates	
	2018	2017
	US$000	US$000
Discount rate		
Change in scheme obligation at year end from a 25bps increase	**(2,330)**	(3,250)
Change in scheme obligation at year end from a 25bps decrease	**3,700**	3,367
Change in following year scheme cost from a 25bps increase	**(60)**	(170)
Change in following year scheme cost from a 25bps decrease	**224**	176
Rate of pay increase		
Change in scheme obligation at year end from a 25bps increase	**3,797**	3,393
Change in scheme obligation at year end from a 25bps decrease	**(2,438)**	(3,293)
Change in following year scheme cost from a 25bps increase	**685**	645
Change in following year scheme cost from a 25bps decrease	**(506)**	(626)

6 Auditors' remuneration

	2018 US$000	2017 US$000
Audit fees payable to PwC	**1,179**	1,384
Other audit fees payable	**31**	34
Year ended 31 Dec	**1,210**	1,418

Fees payable by the group to PwC

	Footnotes	2018 US$000	2017 US$000
Fees for HSBC Bank Middle East Limited statutory audit	1	**1,179**	1,384
– relating to current year		**1,168**	1,329
– relating to prior year		**11**	55
Fees for other services provided to the group		**1,211**	1,416
– audit-related assurance services	2	**648**	705
– taxation-related services		**280**	323
– other non-audit services		**283**	388
Year ended 31 Dec		**2,390**	2,800

1 *Fees payable to PwC for the statutory audit of the consolidated financial statements of the group.*
2 *Including services for assurance and other services that relate to statutory and regulatory filings, including comfort letters and interim reviews.*

No fees were payable by the group to PwC as principal auditor for the following types of services: internal audit services and services related to litigation, recruitment and remuneration.

7 Tax

Tax expense

	2018 US$000	2017 US$000
Current tax	**90,301**	87,864
– for this year	**88,211**	94,798
– adjustments in respect of prior years	**2,090**	(6,934)
Deferred tax	**11,568**	4,140
– origination and reversal of temporary differences	**11,568**	4,140
Year ended 31 Dec	**101,869**	92,004

The group provides for taxation at the appropriate rates in the countries in which it operates.

Tax reconciliation

The tax charged to the income statement differs from the tax charge that would apply if all profits had been taxed at the corporate tax rate applicable in UAE:

	2018		2017	
	US$000	%	US$000	%
Profit before tax	**643,019**		637,357	
Tax expense				
Taxation at UAE corporate tax rate of 20% (2017: 20%)	**128,604**	**20.0**	127,471	20.0
Effect of differently taxed overseas profits	**(12,992)**	**(2.0)**	(17,368)	(2.7)
Adjustments in respect of prior period liabilities	**1,972**	**0.3**	(7,200)	(1.1)
Non-taxable income and gains	**(22,276)**	**(3.5)**	(22,379)	(3.5)
Permanent disallowables	**4,654**	**0.7**	188	–
Local taxes and overseas withholding taxes	**1,907**	**0.3**	11,797	1.9
Other items	**–**	**–**	(505)	(0.1)
Overall tax expense	**101,869**	**15.8**	92,004	14.5

Accounting for taxes involves some estimation because the tax law is uncertain and the application requires a degree of judgement, which authorities may dispute. Liabilities are recognised based on best estimates of the probable outcome, taking into account external advice where appropriate. We do not expect significant liabilities to arise in excess of the amounts provided. The group only recognises current and deferred tax assets where recovery is probable.

Movement of deferred tax assets and liabilities

	Retirement benefits	Loan impairment allowances	Revaluation of property	Other	Total
	US$000	US$000	US$000	US$000	US$000
Assets	**12,585**	**185,871**	**—**	**7,401**	**205,857**
Liabilities	**—**	**—**	**—**	**—**	**—**
At 1 Jan 2018	**12,585**	**185,871**	**—**	**7,401**	**205,857**
IFRS 9 transitional adjustment	**—**	**10,683**	**—**	**—**	**10,683**
Income statement	**(8)**	**(10,948)**	**—**	**(612)**	**(11,568)**
Other comprehensive income	**—**	**—**	**—**	**—**	**—**
Foreign exchange and other adjustments	**572**	**(568)**	**—**	**6**	**10**
At 31 Dec 2018	**13,149**	**185,038**	**—**	**6,795**	**204,982**
Assets	**13,149**	**185,038**	**—**	**6,795**	**204,982**
Liabilities	**—**	**—**	**—**	**—**	**—**
Assets	11,194	190,058	—	7,859	209,111
Liabilities	—	—	(523)	—	(523)
At 1 Jan 2017	11,194	190,058	(523)	7,859	208,588
Income statement	—	(4,165)	523	(498)	(4,140)
Other comprehensive income	1,391	—	—	—	1,391
Foreign exchange and other adjustments	—	(22)	—	40	18
At 31 Dec 2017	12,585	185,871	—	7,401	205,857
Assets	12,585	185,871	—	7,401	205,857
Liabilities	—	—	—	—	—

Unrecognised deferred tax

The amount of temporary differences, unused tax losses and tax credits for which no deferred tax asset is recognised in the balance sheet was nil (2017: nil).

8 Dividends

Dividends to shareholders of the parent company

	2018		2017	
	Per share	**Total**	Per share	Total
	US$	**US$000**	US$	US$000
Dividends paid on ordinary shares				
In respect of previous year:				
– fourth interim dividend	**0.1504**	**140,000**	0.0269	25,000
In respect of current year:				
– first interim dividend	**0.0537**	**50,000**	0.1482	138,000
– second interim dividend	**—**	**—**	0.1729	161,000
– third interim dividend	**—**	**—**	0.1138	106,000
Total	**0.2041**	**190,000**	0.4618	430,000

On 12 February 2019, the Directors declared a second interim dividend in respect of the financial year ended 31 December 2018 of US$ 0.1074 per ordinary share, a distribution of US$100 million.

9 Segment analysis

Profit/(loss) for the period

	2018					
	Retail Banking and Wealth Management	Commercial Banking	Global Banking and Markets	Global Private Banking	Corporate Centre	Total
Full year	**US$000**	**US$000**	**US$000**	**US$000**	**US$000**	**US$000**
Net interest income	**396,477**	**232,830**	**319,766**	**–**	**36,890**	**985,963**
Net fee income/(expense)	**100,289**	**121,567**	**189,145**	**–**	**(3,701)**	**407,300**
Net income from financial instruments held for trading or managed on a fair value basis	**38,388**	**30,102**	**114,586**	**–**	**24,720**	**207,796**
Other income	**9,307**	**13,370**	**19,302**	**–**	**38,873**	**80,852**
Net operating income before change in expected credit losses and other credit impairment charges	**544,461**	**397,869**	**642,799**	**–**	**96,782**	**1,681,911**
Change in expected credit losses and other credit impairment charges	**(63,543)**	**(83,504)**	**18,967**	**–**	**460**	**(127,620)**
Net operating income	**480,918**	**314,365**	**661,766**	**–**	**97,242**	**1,554,291**
Total operating expenses	**(349,760)**	**(231,417)**	**(248,402)**	**–**	**(82,168)**	**(911,747)**
Operating profit	**131,158**	**82,948**	**413,364**	**–**	**15,074**	**642,544**
Share of profit in associates	**–**	**–**	**–**	**–**	**475**	**475**
Profit before tax	**131,158**	**82,948**	**413,364**	**–**	**15,549**	**643,019**
By geographical region						
U.A.E.	**112,476**	**57,712**	**277,165**	**–**	**(438)**	**446,915**
Qatar	**6,962**	**4,832**	**69,568**	**–**	**4,301**	**85,663**
Rest of Middle East	**11,720**	**20,404**	**66,631**	**–**	**11,686**	**110,441**
Profit before tax	**131,158**	**82,948**	**413,364**	**–**	**15,549**	**643,019**

	2017					
Net interest income	382,556	213,829	220,537	–	89,570	906,492
Net fee income/(expense)	105,936	132,551	203,472	–	(6,914)	435,045
Net trading income/(expense)	38,026	29,275	159,673	–	(10,726)	216,248
Other income	16,811	15,391	16,552	163	81,248	130,165
Net operating income before loan impairment charges and other credit risk	543,329	391,046	600,234	163	153,178	1,687,950
Loan impairment charges and other credit risk provisions	(74,539)	(57,708)	(17,665)	–	–	(149,912)
Net operating income	468,790	333,338	582,569	163	153,178	1,538,038
Total operating expenses	(334,980)	(232,023)	(246,973)	(163)	(86,832)	(900,971)
Operating profit	133,810	101,315	335,596	–	66,346	637,067
Share of profit in associates	–	–	–	–	290	290
Profit before tax	133,810	101,315	335,596	–	66,636	637,357
By geographical region						
U.A.E.	110,156	52,702	256,909	–	45,468	465,235
Qatar	12,743	24,178	68,020	–	3,380	108,321
Rest of Middle East	10,911	24,435	10,667	–	17,788	63,801
Profit before tax	133,810	101,315	335,596	–	66,636	637,357

Balance sheet information

	2018					
	Retail Banking and Wealth Management	Commercial Banking	Global Banking and Markets	Global Private Banking	Corporate Centre	Total
	US$000	**US$000**	**US$000**	**US$000**	**US$000**	**US$000**
Loans and advances to customers (net)	**3,674,797**	**6,412,781**	**9,985,797**	**–**	**–**	**20,073,375**
Interest in associates	**–**	**–**	**–**	**–**	**2,423**	**2,423**
Total assets	**3,695,109**	**6,800,324**	**13,624,166**	**–**	**11,409,452**	**35,529,051**
Customer accounts	**10,520,824**	**4,147,079**	**7,105,591**	**–**	**50,013**	**21,823,507**
Total liabilities	**10,683,194**	**5,321,362**	**10,775,700**	**–**	**4,199,695**	**30,979,951**

	2017					
Loans and advances to customers (net)	3,788,578	6,033,990	8,492,130	–	2,082	18,316,780
Interest in associates	–	–	–	–	1,948	1,948
Total assets	3,800,405	6,369,620	12,801,850	–	12,699,034	35,670,909
Customer accounts	10,647,785	4,562,150	6,846,188	–	527,526	22,583,649
Total liabilities	10,838,029	5,736,970	10,744,100	–	4,045,975	31,365,074

Other financial information

Net operating income by global business

	Footnotes	Retail Banking and Wealth Management	Commercial Banking	Global Banking and Markets	Global Private Banking	Corporate Centre	Total
		2018					
		US$000	**US$000**	**US$000**	**US$000**	**US$000**	**US$000**
Net operating income	1	**544,461**	**397,869**	**642,799**	**–**	**96,782**	**1,681,911**
– external		**382,978**	**465,531**	**698,808**	**–**	**134,594**	**1,681,911**
– internal		**161,483**	**(67,662)**	**(56,009)**	**–**	**(37,812)**	**–**
		2017					
Net operating income	1	543,329	391,046	600,234	163	153,178	1,687,950
– external		439,999	434,724	650,102	–	163,125	1,687,950
– internal		103,330	(43,678)	(49,868)	163	(9,947)	–

1 *Net operating income before loan impairment charges and other credit risk provisions, also referred to as revenue.*

Information by country

	2018		2017	
	External net operating income[1]	**Non-current assets[2]**	External net operating income[1]	Non-current assets[2]
	US$000	**US$000**	US$000	US$000
U.A.E.	**1,294,281**	**316,735**	1,303,304	44,405
Qatar	**191,241**	**5,386**	197,261	4,435
Rest of Middle East	**196,389**	**10,769**	187,385	11,850
Total	**1,681,911**	**332,890**	1,687,950	60,690

1 *External net operating income is attributed to countries on the basis of the location of the branch responsible for reporting the results or advancing the funds.*
2 *Non current assets consist of property, plant and equipment, other intangible assets and certain other assets expected to be recovered more than 12 months after the reporting period.*

Performance ratios

	Retail Banking and Wealth Management	Commercial Banking	Global Banking and Markets	Global Private Banking	Corporate Centre	Total
	2018					
	%	%	%	%	%	%
Year ended 31 December 2018						
Share of the group's profit before tax	**20.4**	**12.9**	**64.3**	**–**	**2.4**	**100.0**
Cost efficiency ratio	**64.2**	**58.2**	**38.6**	**–**	**84.9**	**54.2**
	2017					
Year ended 31 December 2017						
Share of the group's profit before tax	21.0	15.9	52.6	–	10.5	100.0
Cost efficiency ratio	61.7	59.3	41.1	100.0	56.7	53.4

10 Trading assets

	2018	2017
	US$000	US$000
Trading assets:		
– not subject to repledge or resale by counterparties	**246,156**	440,624
At 31 Dec	**246,156**	440,624
Debt securities	**194,711**	280,747
Treasury and other eligible bills	**51,445**	46,294
Trading securities	**246,156**	327,041
Loans and advances to banks	**–**	53,231
Loans and advances to customers	**–**	60,352
At 31 Dec	**246,156**	440,624

11 Fair values of financial instruments carried at fair value

Control framework

Fair values are subject to a control framework designed to ensure that they are either determined or validated by a function independent of the risk taker.

Where fair values are determined by reference to externally quoted prices or observable pricing inputs to models, independent price determination or validation is used. For inactive markets, the group sources alternative market information, with greater weight given to information that is considered to be more relevant and reliable. Examples of the factors considered are price observability, instrument comparability, consistency of data sources, underlying data accuracy and timing of prices.

For fair values determined using valuation models, the control framework includes development or validation by independent support functions of the model logic, inputs, model outputs and adjustments. Valuation models are subject to a process of due diligence before becoming operational and are calibrated against external market data on an ongoing basis.

The majority of financial instruments measured at fair value are in GB&M. GB&M's fair value governance structure comprises its Finance function, Valuation Committees and a Valuation Committee Review Group. Finance is responsible for establishing procedures governing valuation and ensuring fair values are in compliance with accounting standards. The fair values are reviewed by the Valuation Committees, which consist of independent support functions. These Committees are overseen by the Valuation Committee Review Group, which considers all material subjective valuations.

Financial liabilities measured at fair value

In certain circumstances, the group records its own debt in issue at fair value, based on quoted prices in an active market for the specific instrument concerned, where available. An example of this is where own debt in issue is hedged with interest rate derivatives. When quoted market prices are unavailable, the own debt in issue is valued using valuation techniques, the inputs for which are either based upon quoted prices in an inactive market for the instrument, or are estimated by comparison with quoted prices in an active market for similar instruments. In both cases, the fair value includes the effect of applying the credit spread which is appropriate to the group's liabilities. The change in fair value of issued debt securities attributable to the group's own credit spread is computed as follows: for each security at each reporting date, an externally verifiable price is obtained or a price is derived using credit spreads for similar securities for the same issuer. Then, using discounted cash flow, each security is valued using a Libor-based discount curve. The difference in the valuations is attributable to the group's own credit spread. This methodology is applied consistently across all securities.

Structured notes issued and certain other hybrid instrument liabilities are included within liabilities measured at fair value through profit and loss. The credit spread applied to these instruments is derived from the spreads at which the group issues structured notes.

Gains and losses arising from changes in the credit spread of liabilities issued by the group reverse over the contractual life of the debt, provided that the debt is not repaid at a premium or a discount.

Fair value hierarchy

Fair values of financial assets and liabilities are determined according to the following hierarchy:

- Level 1 – valuation technique using quoted market price: financial instruments with quoted prices for identical instruments in active markets that the group can access at the measurement date.
- Level 2 – valuation technique using observable inputs: financial instruments with quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in inactive markets and financial instruments valued using models where all significant inputs are observable.
- Level 3 – valuation technique with significant unobservable inputs: financial instruments valued using valuation techniques where one or more significant inputs are unobservable.

Financial instruments carried at fair value and bases of valuation

	2018				2017			
	Level 1	**Level 2**	**Level 3**	**Total**	Level 1	Level 2	Level 3	Total
	US$000	**US$000**	**US$000**	**US$000**	US$000	US$000	US$000	US$000
Recurring fair value measurements at 31 Dec								
Assets								
Trading assets	**–**	**166,201**	**79,955**	**246,156**	–	440,624	–	440,624
Financial assets designated and otherwise mandatorily measured at fair value through profit or loss	**–**	**–**	**47,839**	**47,839**	N/A	N/A	N/A	N/A
Derivatives	**–**	**953,222**	**–**	**953,222**	–	960,097	3,005	963,102
Financial investments	**2,099,446**	**3,378,498**	**256,832**	**5,734,776**	–	6,628,271	118,233	6,746,504
Liabilities								
Trading liabilities	**–**	**59,023**	**–**	**59,023**	–	1,309,860	–	1,309,860
Financial liabilities designated at fair value	**–**	**2,017,966**	**–**	**2,017,966**	–	739,425	–	739,425
Derivatives	**–**	**951,976**	**–**	**951,976**	–	949,327	3,005	952,332

The balance as at 31 December 2018 under financial assets designated at fair value through profit or loss is US$ 47.8 million and financial assets mandatorily measured at fair value through profit or loss is US$ Nil.

Transfers between levels of the fair value hierarchy are deemed to occur at the end of each semi-annual reporting period. Transfers into and out of levels of the fair value hierarchy are primarily attributable to observability of valuation inputs and price transparency.

During 2018 there was a transfer of US$2,099 million from Level 2 to Level 1 Financial Investments. There were no corresponding transfers in 2017. The transfers from Level 2 to Level 3 during the year are shown in 'Movement in Level 3 financial instruments' on page 35.

The transfer between L2 to L1 comes as part of HSBC Group review where HQLA assets were classified as L1 as these securities are highly liquid and widely quoted in the market.

Fair value adjustments

Fair value adjustments are adopted when the group considers that there are additional factors that would be considered by a market participant which are not incorporated within the valuation model.

Movements in the level of fair value adjustments do not necessarily result in the recognition of profits or losses within the income statement. For example, as models are enhanced, fair value adjustments may no longer be required.

Bid-offer

IFRS 13 requires use of the price within the bid-offer spread that is most representative of fair value. Valuation models will typically generate mid-market values. The bid-offer adjustment reflects the extent to which bid-offer cost would be incurred if substantially all residual net portfolio market risks were closed using available hedging instruments or by disposing of or unwinding the position.

Uncertainty

Certain model inputs may be less readily determinable from market data, and/or the choice of model itself may be more subjective. In these circumstances, there exists a range of possible values that the financial instrument or market parameter may assume and an adjustment may be necessary to reflect the likelihood that in estimating the fair value of the financial instrument, market participants would adopt more conservative values for uncertain parameters and/or model assumptions than those used in the valuation model.

Credit and debit valuation adjustment

The credit valuation adjustment is an adjustment to the valuation of OTC derivative contracts to reflect within fair value the possibility that the counterparty may default and that the group may not receive the full market value of the transactions.

The debit valuation adjustment is an adjustment to the valuation of OTC derivative contracts to reflect within fair value the possibility that the group may default, and that the group may not pay full market value of the transactions.

The group calculates a separate credit valuation adjustment ('CVA') and debit valuation adjustment ('DVA') for each group legal entity, and within each entity for each counterparty to which the entity has exposure.

The group calculates the CVA by applying the probability of default ('PD') of the counterparty conditional on the non-default of the group to the expected positive exposure to the counterparty and multiplying the result by the loss expected in the event of default. Conversely, the group calculates the DVA by applying the PD of the group, conditional on the non-default of the counterparty, to the expected positive exposure of the counterparty to the group and multiplying by the loss expected in the event of default. Both calculations are performed over the life of the potential exposure.

Funding fair value adjustment

The funding fair value adjustment is calculated by applying future market funding spreads to the expected future funding exposure of any uncollateralised component of the OTC derivative portfolio. This includes the uncollateralised component of collateralised derivatives in addition to derivatives that are fully uncollateralised. The expected future funding exposure is calculated by a simulation methodology, where available. The expected future funding exposure is adjusted for events that may terminate the exposure such as the default of the group or the counterparty.

Model limitation

Models used for portfolio valuation purposes may be based upon a simplified set of assumptions that do not capture all current and future material market characteristics. In these circumstances, model limitation adjustments are adopted.

Inception profit (Day 1 P&L reserves)

Inception profit adjustments are adopted when the fair value estimated by a valuation model is based on one or more significant unobservable inputs.

Fair value valuation bases

Financial instruments measured at fair value using a valuation technique with significant unobservable inputs – Level 3

	Assets					Liabilities	
	Financial Investments	Trading Assets	Designated and otherwise mandatorily measured at fair value through profit or loss	Derivatives	Total	Derivatives	Total
	US$000	US$000	US$000	US$000	US$000	US$000	US$000
Private equity including strategic investments	**39,203**	**–**	**47,839**	**–**	**87,042**	**–**	**–**
Other derivatives	**–**	**–**	**–**	**–**	**–**	**–**	**–**
Other portfolios	**217,629**	**79,955**	**–**	**–**	**297,584**	**–**	**–**
At 31 Dec 2018	**256,832**	**79,955**	**47,839**	**–**	**384,626**	**–**	**–**
Private equity including strategic investments	118,233	–	–	–	118,233	–	–
Other derivatives	–	–	–	3,005	3,005	3,005	3,005
Other portfolios	–	–	–	–	–	–	–
At 31 Dec 2017	118,233	–	–	3,005	121,238	3,005	3,005

Private equity including strategic investments

The investment's fair value is estimated on the basis of an analysis of the investee's financial position and results, risk profile, prospects and other factors; by reference to market valuations for similar entities quoted in an active market; or the price at which similar companies have changed ownership.

Derivatives

OTC (i.e. non-exchange traded) derivatives are valued using valuation models. Valuation models calculate the present value of expected future cash flows, based upon 'no-arbitrage' principles. For many vanilla derivative products, such as interest rate swaps and European options, the modelling approaches used are standard across the industry. For more complex derivative products, there may be some differences in market practice. Inputs to valuation models are determined from observable market data wherever possible, including prices available from exchanges, dealers, brokers or providers of consensus pricing. Certain inputs may not be observable in the market directly, but can be determined from observable prices via model calibration procedures or estimated from historical data or other sources.

Reconciliation of fair value measurements in Level 3 of the fair value hierarchy

Movement in Level 3 financial instruments

	Assets				Liabilities
	Financial Investments	**Trading Assets**	**Designated and otherwise mandatorily measured at fair value through profit or loss**	**Derivatives**	**Derivatives**
	US$000	**US$000**	**US$000**	**US$000**	**US$000**
At 1 Jan 2018	**60,094**	**—**	**58,139**	**3,005**	**3,005**
Total losses recognised in profit or loss	**—**	**—**	**(10,300)**	**—**	**—**
– net income from financial instruments held for trading or managed on a fair value basis	**—**	**—**	**—**	**—**	**—**
– changes in fair value of other financial instruments mandatorily measured at fair value through profit or loss	**—**	**—**	**(10,300)**	**—**	**—**
Total losses recognised in other comprehensive income	**(20,819)**	**—**	**—**	**—**	**—**
– financial investments: fair value losses	**(20,819)**	**—**	**—**	**—**	**—**
– Exchange differences	**—**	**—**	**—**	**—**	**—**
Sales	**(66)**	**—**	**—**	**—**	**—**
Settlements	**—**	**—**	**—**	**(3,005)**	**(3,005)**
Transfers out	**—**	**—**	**—**	**—**	**—**
Transfers in	**217,623**	**79,955**	**—**	**—**	**—**
At 31 Dec 2018	**256,832**	**79,955**	**47,839**	**—**	**—**
Unrealised gains/(losses) recognised in profit or loss relating to assets and liabilities held at 31 Dec 2018	**—**	**—**	**(10,300)**	**—**	**—**
– net income from financial instruments held for trading or managed on a fair value basis	**—**	**—**	**—**	**—**	**—**
– changes in fair value of other financial instruments mandatorily measured at fair value through profit or loss	**—**	**—**	**(10,300)**	**—**	**—**

	Assets				Liabilities
	Available for sale	Held for trading	Designated at fair value	Derivatives	Derivatives
	US$000	$000	US$000	US$000	US$000
At 1 Jan 2017	70,480	—	—	7,230	7,230
Total gains/(losses) recognised in profit or loss	(2,870)	—	—	59,577	59,577
– trading income excluding net interest income	—	—	—	59,577	59,577
– gains less losses from financial investments	(2,870)	—	—	—	—
Total losses recognised in other comprehensive income	(2,119)	—	—	—	—
– available-for-sale investments: fair value losses	(2,160)	—	—	—	—
– exchange differences	41	—	—	—	—
Purchases	61,346	—	—	—	—
Sales	(8,604)	—	—	—	—
Transfers out	—	—	—	(63,802)	(63,802)
Transfers in	—	—	—	—	—
At 31 Dec 2017	118,233	—	—	3,005	3,005
Unrealised gains/(losses) recognised in profit or loss relating to assets and liabilities held at 31 Dec 2017	(2,652)	—	—	3,005	(3,005)
– trading income/(expense) excluding net interest income	—	—	—	3,005	(3,005)
– gains less losses from financial investments	(2,652)	—	—	—	—

Effect of changes in significant unobservable assumptions to reasonably possible alternatives

Sensitivity of Level 3 fair values to reasonably possible alternative assumptions

		31 Dec 2018				31 Dec 2017			
		Reflected in profit or loss		**Reflected in OCI**		Reflected in profit or loss		Reflected in OCI	
		Favourable changes	**Un-favourable changes**	**Favourable changes**	**Un-favourable changes**	Favourable changes	Un-favourable changes	Favourable changes	Un-favourable changes
	Footnotes	**US$000**	**US$000**	**US$000**	**US$000**	US$000	US$000	US$000	US$000
Derivatives, trading assets and trading liabilities	*1*	**9**	**(1,809)**	**—**	**—**	301	(301)	—	—
Financial assets designated and otherwise mandatorily measured at fair value through profit or loss		**4,784**	**(2,392)**	**—**	**—**	N/A	N/A	N/A	N/A
Financial investments		**—**	**—**	**5,292**	**(3,141)**	2,443	(1,222)	9,380	(4,690)
Total		**4,793**	**(4,201)**	**5,292**	**(3,141)**	2,744	(1,523)	9,380	(4,690)

1 Derivatives, trading assets and trading liabilities are presented as one category to reflect the manner in which these instruments are risk-managed.

Sensitivity of Level 3 fair values to reasonably possible alternative assumptions by instrument type

	2018				2017			
	Reflected in profit or loss		Reflected in OCI		Reflected in profit or loss		Reflected in OCI	
	Favourable changes	Un-favourable changes	Favourable changes	Un-favourable changes	Favourable changes	Un-favourable changes	Favourable changes	Un-favourable changes
	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
Private equity including strategic investments	4,784	(2,392)	5,292	(1,961)	2,443	(1,222)	9,380	(4,690)
Other derivatives	9	(9)	—	—	301	(301)	—	—
Other portfolios	—	(1,800)	—	(1,180)	—	—	—	—
At 31 Dec	**4,793**	**(4,201)**	**5,292**	**(3,141)**	2,744	(1,523)	9,380	(4,690)

Favourable and unfavourable changes are determined on the basis of changes in the value of the instrument as a result of varying the levels of the unobservable parameters using statistical techniques. The statistical techniques aim to apply a 95% confidence interval. When parameters are not amenable to statistical analysis, the quantification of uncertainty is judgemental, but is also guided by the 95% confidence interval.

When the fair value of a financial instrument is affected by more than one unobservable assumption, the above table reflects the most favourable or the most unfavourable change from varying the assumptions individually.

Key unobservable inputs to Level 3 financial instruments

Quantitative information about significant unobservable inputs in Level 3 valuations

	Fair value		2018				2017			
	Assets	Liabilities	Full range of inputs		Core range of inputs[1]		Full range of inputs		Core range of inputs[1]	
	US$000	US$000	Lower	Higher	Lower	Higher	Lower	Higher	Lower	Higher
Private equity including strategic investments	87,048	—	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Interest rate derivatives	—	—	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
FX derivatives	—	—	N/A	N/A	N/A	N/A	0.4%	5%	0.4%	5%
EM bonds	297,578	—	100%	100%	100%	100%	N/A	N/A	N/A	N/A
At 31 Dec 2018	**384,626**	—								

1 *The core range of inputs is the estimated range within which 90% of the inputs fall.*

A description of the categories of key unobservable inputs is given below.

Private equity including strategic investments

Given the bespoke nature of the analysis in respect of each holding, it is not practical to quote a range of key unobservable inputs.

Prepayment rates

Prepayment rates are a measure of the anticipated future speed at which a loan portfolio will be repaid in advance of the due date. They vary according to the nature of the loan portfolio and expectations of future market conditions, and may be estimated using a variety of evidence, such as prepayment rates implied from proxy observable security prices, current or historical prepayment rates and macroeconomic modelling.

Market proxy

Market proxy pricing may be used for an instrument for which specific market pricing is not available, but evidence is available in respect of instruments that have common characteristics. In some cases it might be possible to identify a specific proxy, but more generally evidence across a wider range of instruments will be used to understand the factors that influence current market pricing and the manner of that influence.

Volatility

Volatility is a measure of the anticipated future variability of a market price. It varies by underlying reference market price, and by strike and maturity of the option.

Certain volatilities, typically those of a longer-dated nature, are unobservable and are estimated from observable data. The range of unobservable volatilities reflects the wide variation in volatility inputs by reference market price. The core range is significantly narrower than the full range because these examples with extreme volatilities occur relatively rarely within the group portfolio.

Correlation

Correlation is a measure of the inter-relationship between two market prices and is expressed as a number between minus one and one. It is used to value more complex instruments where the payout is dependent upon more than one market price. There is a wide range of instruments for which correlation is an input, and consequently a wide range of both same-asset correlations and cross-asset correlations is used. In general, the range of same-asset correlations will be narrower than the range of cross-asset correlations.

Unobservable correlations may be estimated based upon a range of evidence, including consensus pricing services, group trade prices, proxy correlations and examination of historical price relationships. The range of unobservable correlations quoted in the table reflects the wide variation in correlation inputs by market price pair.

Credit spread

Credit spread is the premium over a benchmark interest rate required by the market to accept a lower credit quality. In a discounted cash flow model, the credit spread increases the discount factors applied to future cash flows, thereby reducing the value of an asset. Credit spreads may be implied from market prices. Credit spreads may not be observable in more illiquid markets.

Inter-relationships between key unobservable inputs

Key unobservable inputs to Level 3 financial instruments may not be independent of each other. As described above, market variables may be correlated. This correlation typically reflects the manner in which different markets tend to react to macroeconomic or other events. Furthermore, the impact of changing market variables upon the group portfolio will depend upon the group's net risk position in respect of each variable.

12 Fair values of financial instruments not carried at fair value

Fair values of financial instruments not carried at fair value and bases of valuation

		Fair value			
	Carrying amount	Quoted market price Level 1	Observable inputs Level 2	Significant unobservable inputs Level 3	Total
	US$000	US$000	US$000	US$000	US$000
At 31 Dec 2018					
Assets					
Loans and advances to banks	**5,057,308**	**–**	**5,045,941**	**–**	**5,045,941**
Loans and advances to customers	**20,073,375**	**–**	**–**	**19,726,291**	**19,726,291**
Reverse repurchase agreements – non-trading	**755,076**	**–**	**755,076**	**–**	**755,076**
Liabilities					
Deposits by banks	**1,582,477**	**–**	**1,582,218**	**–**	**1,582,218**
Customer accounts	**21,823,507**	**–**	**21,912,519**	**–**	**21,912,519**
Repurchase agreements – non-trading	**2,999**	**–**	**2,999**	**–**	**2,999**
Debt securities in issue	**2,490,371**	**–**	**2,459,605**	**–**	**2,459,605**
At 31 Dec 2017					
Assets					
Loans and advances to banks	6,203,202	–	6,194,592	–	6,194,592
Loans and advances to customers	18,316,780	–	–	18,155,119	18,155,119
Reverse repurchase agreements – non-trading	1,387,254	–	1,387,254	–	1,387,254
Liabilities					
Deposits by banks	1,798,474	–	1,797,266	–	1,797,266
Customer accounts	22,583,649	–	22,793,255	–	22,793,255
Debt securities in issue	2,092,390	–	2,028,795	–	2,028,795

Other financial instruments not carried at fair value are typically short-term in nature and re-priced to current market rates frequently. Accordingly, their carrying amount is a reasonable approximation of fair value.

Valuation

The fair value measurement is the group's estimate of the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It does not reflect the economic benefits and costs that the group expects to flow from the instruments' cash flows over their expected future lives. Other reporting entities may use different valuation methodologies and assumptions in determining fair values for which no observable market prices are available.

Loans and advances to banks and customers

The fair value of loans and advances is based on observable market transactions, where available. In the absence of observable market transactions, fair value is estimated using valuation models that incorporate a range of input assumptions. These assumptions may include forward looking discounted cash flow models using assumptions which the group believes are consistent with those which would be used by market participants in valuing such loans; and trading inputs from other market participants which includes observed primary and secondary trades.

Loans are grouped, as far as possible, into homogeneous groups and stratified by loans with similar characteristics to improve the accuracy of estimated valuation outputs. The stratification of a loan book considers all material factors, including vintage, origination period, estimates of future interest rates, prepayment speeds, delinquency rates, loan-to-value ratios, the quality of collateral, default probability, and internal credit risk ratings.

The fair value of a loan reflects both loan impairments at the balance sheet date and estimates of market participants' expectations of credit losses over the life of the loans, and the fair value effect of repricing between origination and the balance sheet date.

Financial investments

The fair values of listed financial investments are determined using bid market prices. The fair values of unlisted financial investments are determined using valuation techniques that take into consideration the prices and future earnings streams of equivalent quoted securities.

Deposits by banks and customer accounts

Fair values are estimated using discounted cash flows, applying current rates offered for deposits of similar remaining maturities. The fair value of a deposit repayable on demand is approximated by its carrying value.

Debt securities in issue and subordinated liabilities

Fair values are determined using quoted market prices at the balance sheet date where available, or by reference to quoted market prices for similar instruments.

Repurchase and reverse repurchase agreements – non-trading

Fair values approximate carrying amounts as their balances are generally short dated.

Debt securities

Subject to available quotes, the group uses composite market data to price debt securities at FVOCI. This is applicable to High Quality Liquid Assets (HQLA) portfolio. For local currency bonds, where such market data is not available, verified internal valuation models are used for valuations. These are normally Local Government and Central bank securities issued in their local currencies and uses market data published by the issuing entities.

13 Derivatives

Notional contract amounts and fair values of derivatives by product contract type held by the group

	Notional contract amount		Fair value – Assets			Fair value – Liabilities		
	Trading	Hedging	Trading	Hedging	Total	Trading	Hedging	Total
	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
Foreign exchange	**80,982,182**	**1,922,755**	**413,613**	**23,240**	**436,853**	**448,502**	**59**	**448,561**
Interest rate	**52,054,524**	**5,749,262**	**436,043**	**43,973**	**480,016**	**445,607**	**21,899**	**467,506**
Equities	**3,740**	**—**	**442**	**—**	**442**	**442**	**—**	**442**
Credit	**96,339**	**—**	**807**	**—**	**807**	**326**	**—**	**326**
Commodity and other	**686,791**	**—**	**35,104**	**—**	**35,104**	**35,141**	**—**	**35,141**
At 31 Dec 2018	**133,823,576**	**7,672,017**	**886,009**	**67,213**	**953,222**	**930,018**	**21,958**	**951,976**
Foreign exchange	66,715,598	1,346,629	484,842	4,424	489,266	498,264	24	498,288
Interest rate	46,525,580	4,354,726	415,242	22,697	437,939	410,801	7,555	418,356
Equities	52,036	—	685	—	685	685	—	685
Credit	217,634	—	857	—	857	234	—	234
Commodity and other	1,168,608	—	34,355	—	34,355	34,769	—	34,769
At 31 Dec 2017	114,679,456	5,701,355	935,981	27,121	963,102	944,753	7,579	952,332

The notional contract amounts of derivatives held for trading purposes and derivatives designated in qualifying hedge accounting indicate the nominal value of transactions outstanding at the balance sheet date; they do not represent amounts at risk.

Use of derivatives

The group transacts derivatives for three primary purposes: to create risk management solutions for clients, to manage the portfolio risks arising from client business and to manage and hedge the group's own risks.

The group's derivative activities give rise to significant open positions in portfolios of derivatives. These positions are managed constantly to ensure that they remain within acceptable risk levels. When entering into derivative transactions, the group employs the same credit risk management framework to assess and approve potential credit exposures that it uses for traditional lending.

Trading derivatives

Most of the group's derivative transactions relate to sales and trading activities. Sales activities include the structuring and marketing of derivative products to customers to enable them to take, transfer, modify or reduce current or expected risks. Trading activities include market-making and risk management. Market-making entails quoting bid and offer prices to other market participants for the purpose of generating revenues based on spread and volume. Risk management activity is undertaken to manage the risk arising from client transactions, with the principal purpose of retaining client margin. Other derivatives classified as held for trading include non-qualifying hedging derivatives.

Derivatives valued using models with unobservable inputs

The difference between the fair value at initial recognition (the transaction price) and the value that would have been derived had valuation techniques used for subsequent measurement been applied at initial recognition, less subsequent releases, is nil (2017: nil).

Hedge accounting derivatives

Fair value hedges

The group enters into to fixed-for-floating-interest-rate swaps to manage the exposure to changes in fair value due to movements in market interest rates on certain fixed rate financial instruments which are not measured at fair value through profit or loss, including debt securities held and issued.

Hedging instrument by hedged risk

	Hedging Instrument				
		Carrying amount			
	Notional amount[1]	Assets	Liabilities	Balance sheet presentation	Change in fair value[2]
Hedged Risk	US$000	US$000	US$000		US$000
Interest rate	**1,680,150**	**11,688**	**9,029**	**Derivatives**	**(5,835)**
At 31 Dec 2018	**1,680,150**	**11,688**	**9,029**		**(5,835)**

1 *The notional contract amounts of derivatives designated in qualifying hedge accounting relationships indicate the nominal value of transactions outstanding at the balance sheet date; they do not represent amounts at risk.*
2 *Used in effectiveness testing; comprising the full fair value change of the hedging instrument not excluding any component.*

Hedged item by hedged risk

Hedged Risk	Hedged Item						In-effectiveness	
	Carrying amount		Accumulated fair value hedge adjustments included in carrying amount					
	Assets	Liabilities	Assets	Liabilities	Balance sheet presentation	Change in fair value[1]	Recognised in profit and loss	Profit and loss presentation
	$000	$000	$000	$000		$000	$000	
Interest rate	**1,202,221**	**–**	**(11,716)**	**–**	**FVOCI**	**5,345**		
Interest rate	**–**	**–**	**–**	**–**	**L&A to Bank**	**(267)**		**Net income from financial instruments held for trading or managed on a fair value basis**
Interest rate	**–**	**–**	**–**	**–**	**L&A to Cust**	**404**	**(33)**	
Interest rate	**–**	**119,169**	**–**	**2,506**	**Debt issued**	**936**		
Interest rate	**–**	**259,910**	**–**	**–**	**Depo by Bank**	**(616)**		
At 31 Dec 2018	**1,202,221**	**379,079**	**(11,716)**	**2,506**		**5,802**	**(33)**	

1 Used in effectiveness assessment; comprising amount attributable to the designated hedged risk that can be a risk component.
The hedged item is either the benchmark interest rate risk portion within the fixed rate of the hedged item or the full fixed rate and it is hedged for changes in fair value due to changes in the benchmark interest rate risk.

Sources of hedge ineffectiveness may arise from basis risk including but not limited to the discount rates used for calculating the fair value of derivatives, hedges using instruments with a non-zero fair value and notional and timing differences between the hedged items and hedging instruments.

For some debt securities held, the group manages interest rate risk in a dynamic risk management strategy. The assets in scope of this strategy are high quality fixed-rate debt securities, which may be sold to meet liquidity and funding requirements.

The interest rate risk of the group fixed rate debt securities issued is managed in a non-dynamic risk management strategy.

Cash flow hedges

The group's cash flow hedging instruments consist principally of interest rate swaps and cross-currency swaps that are used to manage the variability in future interest cash flows of non-trading financial assets and liabilities, arising due to changes in market interest rates and foreign-currency basis.

The group applies macro cash flow hedging for interest-rate risk exposures on portfolios of replenishing current and forecasted issuances of non-trading assets and liabilities that bear interest at variable rates, including rolling such instruments. The amounts and timing of future cash flows, representing both principal and interest flows, are projected for each portfolio of financial assets and liabilities on the basis of their contractual terms and other relevant factors, including estimates of prepayments and defaults. The aggregate cash flows representing both principal balances and interest cash flows across all portfolios are used to determine the effectiveness and ineffectiveness. Macro cash flow hedges are considered to be dynamic hedges.

The group also hedges the variability in future cash-flows on foreign-denominated financial assets and liabilities arising due to changes in foreign exchange market rates with cross-currency swaps; these are considered non-dynamic hedges.

Hedging instrument by hedged risk

Hedged Risk	Hedging Instrument					Hedged Item	Ineffectiveness	
		Carrying amount						
	Notional amount[1]	Assets	Liabilities	Balance sheet presentation	Change in fair value[2]	Change in fair value[3]	Recognised in profit and loss	Profit and loss presentation
	$000	$000	$000		$000	$000	$000	
Foreign currency	**1,922,755**	**23,240**	**59**	**Derivatives**	**(1,041)**	**–**	**(5)**	**Net income from financial instruments held for trading or managed on a fair value basis**
Interest rate	**4,069,112**	**32,285**	**12,870**	**Derivatives**	**(12,340)**	**(13,208)**	**178**	
At 31 Dec 2018	**5,991,867**	**55,525**	**12,929**		**(13,381)**	**(13,208)**	**173**	

1. The notional contract amounts of derivatives designated in qualifying hedge accounting relationships indicate the nominal value of transactions outstanding at the balance sheet date; they do not represent amounts at risk.
2. Used in effectiveness testing; comprising the full fair value change of the hedging instrument not excluding any component.
3. Used in effectiveness assessment; comprising amount attributable to the designated hedged risk that can be a risk component.

14 Financial investments

Carrying amount of financial investments

	Footnotes	2018	2017
		US$000	US$000
Financial investment measured at fair value through other comprehensive income			
Treasury and other eligible bills		**1,495,474**	1,326,312
Debt securities		**4,200,099**	5,301,959
Equity securities[1]	1	**39,203**	118,233
At 31 Dec		**5,734,776**	6,746,504

1 The dividends recognised on these investments during the year were US$ 0.757 million (2017: US$ Nil).

15 Assets charged as security for liabilities, and collateral accepted as security for assets

Collateral accepted as security for assets

The fair value of financial assets accepted as collateral that the group is permitted to sell or repledge in the absence of default is US$917 million (2017: US$1,410 million). The fair value of any such collateral sold or repledged is nil (2017: nil). The group is obliged to return these assets. These transactions are conducted under terms that are usual and customary to standard securities borrowing and reverse repurchase agreements.

The fair value of assets pledged as collateral but that do not qualify for derecognition is US$3 million (2017: nil).

16 Interests in associates and joint arrangement

Associates of the group

	At 31 Dec 2018			
	Country of incorporation	Principal activity	The group's interest in equity capital	Issued equity capital
MENA Infrastructure Fund (GP) Limited	**Dubai, UAE**	**Private Equity fund management**	**33.33%**	**US$0.99 million fully paid**

The above associate is not considered significant to the group and is unlisted.

Summarised financial information in respect of associates not individually significant

	2018	2017
	US$000	US$000
Carrying value	**2,423**	1,948
The group's share of		
– assets	**2,629**	2,180
– liabilities	**206**	232
– profit or loss from continuing operations	**475**	290
– total comprehensive income	**475**	290

Movements in interests in associates

	2018	2017
	US$000	US$000
At 1 Jan	**1,948**	1,658
Disposals	**—**	—
Share of results	**475**	290
Dividends	**—**	—
Other movements and foreign exchange	**—**	—
Reclassification from associate to joint operation	**—**	—
At 31 Dec	**2,423**	1,948

Joint arrangement of the group

	At 31 Dec 2018			
	Country of incorporation	Principal activity	The group's interest in equity capital	Issued equity capital
HSBC Middle East Leasing Partnership - (Joint operation)	**Dubai, UAE**	**Leasing**	**15.00%**	**US$621 million fully paid**

17 Investments in subsidiaries

Subsidiary undertakings of the bank

	At 31 Dec 2018	
	Country of incorporation or registration	Bank's interest in equity capital
HSBC Financial Services (Middle East) Limited (in liquidation)	**Dubai, UAE**	**100%**
HSBC Middle East Finance Company Limited	**Dubai, UAE**	**80%**
HSBC Middle East Securities LLC	**Dubai, UAE**	**100%**
HSBC Insurance Services (Lebanon) S.A.L. (in liquidation)	**Lebanon**	**100%**
HSBC Bank Middle East Representative Office Morocco S.A.R.L.	**Morocco**	**100%**

All the above prepare their financial statements up to 31 December and the countries of operation are the same as the countries of incorporation.

The subsidiary undertakings are unlisted, directly owned and are included in the consolidated financial statements of the group.

In order to comply with local legal requirements, the ownership of the investment in HSBC Middle East Securities LLC is held 49.00% in the name of the bank and 51.00% in the personal name of Mr. Abdul Wahid Al Ulama, as nominee. Under a Memorandum of Understanding, the nominee has transferred his legal and/or beneficial interest in HSBC Middle East Securities LLC to the bank. The total book value of the assets of HSBC Middle East Securities LLC amount to US$3.5 million (2017: US$3.2 million).

18 Prepayments, accrued income and other assets

	2018	2017
	US$000	US$000
Prepayments and accrued income	**185,504**	82,271
Endorsements and acceptances	**505,981**	461,318
Other accounts	**179,579**	66,065
Property, plant and equipment*	**299,003**	48,240
At 31 Dec	**1,170,067**	657,894

*Increase in property, plant and equipment is mainly from the acquisition of HSBC Tower US$ 252million in 2018.

19 Assets held for sale and liabilities of disposal groups held for sale and intangible assets

Disposal groups - Lebanon

On 16 November 2016, the bank entered into an agreement with BLOM BANK S.A.L. to sell the banking operations in Lebanon and on 16 June 2017 completed the disposal.

Intangible Assets

Included within intangible assets is internally generated software with a net carrying value of US$29 million (2017: US$5 million).

During the year, capitalisation of internally generated software was US$27 million (2017: US$6 million) and amortisation was US$4 million (2017: US$3 million).

20 Trading liabilities

The sale of borrowed securities is classified as trading liabilities.

	2018	2017
	US$000	US$000
Deposits by banks	**–**	6,457
Customer accounts	**9,964**	1,743
Other debt securities in issue (Note 22)	**–**	1,267,800
Other liabilities – net short positions in securities	**49,059**	33,860
At 31 Dec	**59,023**	1,309,860

21 Financial liabilities designated at fair value

	2018	2017
	US$000	US$000
Deposits by bank and customer accounts	**259,853**	–
Debt securities in issue (Note 22)	**1,758,113**	739,425
Total	**2,017,966**	739,425

At 31 December 2018, the accumulated amount of change in fair value attributable to changes in credit risk was a loss of US$ 18.8 million (2017: US$2.8 million loss).

22 Debt securities in issue

	2018		2017	
	Carrying amount	**Fair value**	Carrying amount	Fair value
	US$000	**US$000**	US$000	US$000
Medium-term notes	**3,298,484**	**3,298,303**	3,149,615	3,150,286
Non-equity preference shares	**950,000**	**919,415**	950,000	885,734
Total debt securities in issue	**4,248,484**	**4,217,718**	4,099,615	4,036,020
Included within:				
– trading liabilities (Note 20)	**–**	**–**	(1,267,800)	(1,267,800)
– financial liabilities designated at fair value (Note 21)	**(1,758,113)**	**(1,758,113)**	(739,425)	(739,425)
At 31 Dec	**2,490,371**	**2,459,605**	2,092,390	2,028,795

Certain debt securities in issue are managed on a fair value basis as part of the group's interest rate risk management policies. The hedged portion of these debt securities is presented within the balance sheet caption 'Financial liabilities designated at fair value', with the remaining portion included within 'Trading liabilities'.

Non-equity preference share capital

Authorised

The authorised non-equity preference share capital of the bank at 31 December 2018 and 31 December 2017 was 1,125,000 dated preference shares of US$1.00 each and 225,000 undated preference shares of US$1.00 each.

Issued

Undated preference shares

Issue number	Issue date	Undated preference shares	Preference dividends	Redeemable at the option of the bank on any date after
		Number	%	Date
1	29 October 1997	50,000	12 month US dollar LIBOR + 0.35	30 October 2002
2	1 April 1998	25,000	12 month US dollar LIBOR + 0.70	2 April 2003
6	14 March 2006	150,000	12 month US dollar LIBOR + 0.65	15 March 2011

1 *The undated preference shares have been issued at a nominal value of US$1 each with a premium of US$999 per share.*
2 *Preference dividends are payable annually on the issue price of each undated share.*
3 *The undated preference shares bear no mandatory redemption date. On redemption, the holders of the shares shall be entitled to receive an amount equal to any accrued but unpaid dividends plus the issue price of each share.*
4 *Each share carries one vote at meetings of the shareholders of the bank.*
5 *In the event of a winding up, the preference shareholders would receive, in priority to the ordinary shareholders of the bank, repayment of US$1,000 per share, plus an amount equal to any accrued but unpaid dividends. With the exception of the above, the preference shares do not carry any right to participate in the surplus of assets on a winding up.*

Dated preference shares

Issue number	Issue date	Dated preference shares	Preference dividends	Redeemable at the option of the bank on any date after
		Number	%	Date
11	16 December 2014	250,000	3 month US dollar LIBOR + 2.40	16 December 2019
11	16 December 2014	250,000	3 month US dollar LIBOR + 2.70	16 December 2024
12	30 December 2014	225,000	3 month US dollar LIBOR + 2.70	30 December 2024

1 *The dated preference shares have been issued at a nominal value of US$1 each with a premium of US$999 per share.*
2 *Preference dividends are payable quarterly on the issue price of each dated share.*
3 *Redemption of the dated preference shares, other than at the option of the bank, will be subject to the approval of the ordinary shareholders of the bank. The earliest redemption date is as disclosed in the table above and if not approved by the shareholders will next fall for review at 10 yearly intervals thereafter. However, the shares may be redeemed at the option of the Bank without the approval of the ordinary shareholders of the bank. On redemption, the holders of the shares shall be entitled to receive an amount equal to any accrued but unpaid dividends plus the issue price of each share.*
4 *In the event of a winding up, the preference shareholders would receive, in priority to the ordinary shareholders of the bank, repayment of US$1,000 per share, plus an amount equal to any accrued but unpaid dividends. With the exception of the above, the preference shares do not carry any right to participate in the surplus of assets on a winding up.*

23 Accruals, deferred income and other liabilities

	2018	2017
	US$000	US$000
Accruals and deferred income	**222,860**	194,893
Share-based payments liability to HSBC Holdings plc	**14,216**	16,981
Endorsements and acceptances	**506,465**	461,318
Employee benefit liabilities (Note 5)	**168,261**	175,445
Other liabilities	**703,378**	771,056
At 31 Dec	**1,615,180**	1,619,693

24 Provisions

	Restructuring costs	Contractual commitments	Legal proceedings and regulatory matters	Customer remediation	Other provisions	Total
	US$000	US$000	US$000	US$000	US$000	US$000
At 1 Jan 2018	**6,762**	**15,631**	**27,352**	**238**	**21,625**	**71,608**
Impact on transition to IFRS 9	**—**	**36,418**	**—**	**—**	**—**	**36,418**
Additions	**5,068**	**—**	**8,288**	**—**	**1,214**	**14,570**
Amounts utilised	**(4,468)**	**—**	**(18,296)**	**(187)**	**(5,196)**	**(28,147)**
Unused amounts reversed	**(3,174)**	**—**	**(2,332)**	**(29)**	**(898)**	**(6,433)**
Net Change in expected credit loss provision	**—**	**(18,873)**	**—**	**—**	**—**	**(18,873)**
Exchange and other movements	**—**	**(138)**	**94**	**—**	**(2,948)**	**(2,992)**
At 31 Dec 2018	**4,188**	**33,038**	**15,106**	**22**	**13,797**	**66,151**
At 1 Jan 2017	5,032	8,391	7,420	3,150	19,796	43,789
Additions	6,749	8,193	21,715	375	11,109	48,141
Amounts utilised	(3,623)	—	(849)	(690)	(8,888)	(14,050)
Unused amounts reversed	(1,398)	—	(1,580)	(2,597)	(89)	(5,664)
Exchange and other movements	2	(953)	646	—	(303)	(608)
At 31 Dec 2017	6,762	15,631	27,352	238	21,625	71,608

25 Maturity analysis of assets, liabilities and off-balance sheet commitments

The following is an analysis by remaining contractual maturities at the balance sheet date, of assets and liability line items that combine amounts expected to be recovered or settled within one year and after more than one year.

Trading assets and liabilities are excluded because they are not held for collection or settlement over the period of contractual maturity.

Maturity analysis of assets and liabilities

	At 31 Dec 2018			At 31 Dec 2017		
	Due within 1 year	**Due after 1 year**	**Total**	Due within 1 year	Due after 1 year	Total
	US$000	**US$000**	**US$000**	US$000	US$000	US$000
Financial assets						
Loans and advances to banks	**4,464,847**	**592,461**	**5,057,308**	6,047,593	155,609	6,203,202
Loans and advances to customers	**10,367,959**	**9,705,416**	**20,073,375**	9,956,254	8,360,526	18,316,780
Reverse repurchase agreements – non-trading	**475,555**	**279,521**	**755,076**	1,387,254	—	1,387,254
Financial investments	**3,257,430**	**2,477,346**	**5,734,776**	4,444,066	2,302,438	6,746,504
Other financial assets	**850,443**	**3,759**	**854,202**	525,120	2,227	527,347
	19,416,234	**13,058,503**	**32,474,737**	22,360,287	10,820,800	33,181,087
Financial liabilities						
Deposits by banks	**882,629**	**699,848**	**1,582,477**	1,638,836	159,638	1,798,474
Customer accounts	**21,755,312**	**68,195**	**21,823,507**	22,561,753	21,896	22,583,649
Financial liabilities designated at fair value	**1,073,802**	**944,164**	**2,017,966**	—	739,425	739,425
Debt securities in issue	**955,723**	**1,534,648**	**2,490,371**	594,783	1,497,607	2,092,390
Other financial liabilities	**1,325,857**	**2,416**	**1,328,273**	1,205,108	27,153	1,232,261
	25,993,323	**3,249,271**	**29,242,594**	26,000,480	2,445,719	28,446,199

Cash flows payable by the group under financial liabilities by remaining contractual maturities

	On demand	Due within 3 months	Due between 3 and 12 months	Due between 1 and 5 years	Due after 5 years
	US$000	US$000	US$000	US$000	US$000
Deposits by banks	**236,197**	**1,122,269**	**203,919**	**767,452**	**—**
Customer accounts	**18,239,733**	**1,839,448**	**1,710,561**	**69,211**	**—**
Trading liabilities	**59,023**	**—**	**—**	**—**	**—**
Financial liabilities designated at fair value	**—**	**46,133**	**1,046,993**	**732,209**	**243,307**
Derivatives	**930,009**	**2,722**	**4,907**	**14,329**	**—**
Debt securities in issue	**225,000**	**324,054**	**463,917**	**1,073,248**	**475,000**
Other financial liabilities	**398,444**	**1,129,190**	**106,151**	**3,759**	**—**
	20,088,406	**4,463,816**	**3,536,448**	**2,660,208**	**718,307**
Loan and other credit-related commitments	**15,896,909**	**8,330**	**1,181**	**—**	**—**
Financial guarantees and similar contracts	**6,369,554**	**—**	**—**	**—**	**—**
At 31 Dec 2018	**42,354,869**	**4,472,146**	**3,537,629**	**2,660,208**	**718,307**
Deposits by banks	1,365,333	128,275	148,739	166,599	—
Customer accounts	19,600,841	1,717,815	1,247,771	22,252	—
Trading liabilities	1,309,860	—	—	—	—
Financial liabilities designated at fair value	—	6,298	30,447	764,184	—
Derivatives	944,753	236	845	6,498	—
Debt securities in issue	225,000	349,935	20,365	774,672	725,000
Other financial liabilities	902,077	406,058	128,081	27,148	—
	24,347,864	2,608,617	1,576,248	1,761,353	725,000
Loan and other credit-related commitments	3,135,419	5,037,874	6,318,227	1,397,841	1,042,070
Financial guarantees and similar contracts	6,816,340	—	—	—	—
At 31 Dec 2017	34,299,623	7,646,491	7,894,475	3,159,194	1,767,070

Trading liabilities and trading derivatives have been included in the ‘On demand’ time bucket, and not by contractual maturity, because trading liabilities are typically held for short periods of time. The undiscounted cash flows on hedging derivative liabilities are classified according to their contractual maturity. The undiscounted cash flows potentially payable under financial guarantee contracts are classified on the basis of the earliest date they can be drawn down.

Further discussion of the group’s liquidity and funding management can be found in Note 31 ‘Risk management’.

26 Offsetting of financial assets and financial liabilities

The ‘Amounts not set off in the balance sheet’ include transactions where:

- the counterparty has an offsetting exposure with the group and a master netting or similar arrangement is in place with a right to set off only in the event of default, insolvency or bankruptcy, or the offset criteria are otherwise not satisfied; and
- in the case of derivatives and reverse repurchase/repurchase, stock borrowing/lending and similar agreements, cash and non-cash collateral has been received/pledged.

For risk management purposes, the net amounts of loans and advances to customers are subject to limits, which are monitored and the relevant customer agreements are subject to review and updated, as necessary, to ensure that the legal right to set off remains appropriate.

	Amounts subject to enforceable netting arrangements				
				Amounts not set off in the balance sheet	
	Gross amounts	Amounts offset	Net amounts in the balance sheet	Cash collateral	Net amount
	US$000	US$000	US$000	US$000	US$000
Financial assets					
Derivatives (Note 13)	**953,222**	**–**	**953,222**	**–**	**953,222**
Reverse repos, securities borrowing and similar agreements classified as:	**755,076**	**–**	**755,076**	**–**	**755,076**
– loans and advances to banks and customers at amortised cost	**755,076**	**–**	**755,076**	**–**	**755,076**
Loans and advances to customers excluding reverse repos at amortised cost	**536,026**	**–**	**536,026**	**(161,515)**	**374,511**
At 31 Dec 2018	**2,244,324**	**–**	**2,244,324**	**(161,515)**	**2,082,809**
Derivatives (Note 13)	963,102	–	963,102	–	963,102
Reverse repos, securities borrowing and similar agreements classified as:	1,387,254	–	1,387,254	–	1,387,254
– loans and advances to banks and customers at amortised cost	1,387,254	–	1,387,254	–	1,387,254
Loans and advances to customers excluding reverse repos at amortised cost	581,219	–	581,219	(103,251)	477,968
At 31 Dec 2017	2,931,575	–	2,931,575	(103,251)	2,828,324
Financial liabilities					
Derivatives (Note 13)	**951,976**	**–**	**951,976**	**–**	**951,976**
At 31 Dec 2018	**951,976**	**–**	**951,976**	**–**	**951,976**
Derivatives (Note 13)	952,332	–	952,332	–	952,332
At 31 Dec 2017	952,332	–	952,332	–	952,332

27 Foreign exchange exposure

Structural foreign exchange exposures

The group's structural foreign currency exposure is represented by the net asset value of its foreign currency equity and subordinated debt investments in subsidiaries, branches and associates with non-US dollar functional currencies. Gains or losses on structural foreign exchange exposures are recognised in other comprehensive income.

The main operating currencies of the group are UAE dirham and other Gulf currencies that are linked to the US dollar.

The group's management of structural foreign currency exposures is discussed in Note 30 'Risk management'.

Net structural foreign currency exposures

Currency of structural exposure

	2018	2017
	US$000	US$000
Algerian dinar	**147,528**	151,586
Bahraini dinar	**78,546**	79,160
Kuwaiti dinar	**209,635**	198,260
Lebanese pound	**318**	345
Moroccan dirham	**156**	117
Qatari riyal	**339,403**	374,482
UAE dirham	**2,184,991**	2,054,022
Total	**2,960,577**	2,857,972

28 Called up share capital and share premium

Authorised

The authorised ordinary share capital of the Bank at 31 December 2018 was 1,500,000,000 (2017: 1,500,000,000) ordinary shares[1] of US$1.00 each.

Called up share capital and share premium

Issued and fully paid

		2018		2017	
	Footnotes	Number	US$000	Number	US$000
At 1 Jan		**931,055,001**	**931,055**	931,055,000	931,055
Shares issued	2	**–**	**–**	1	–
At 31 Dec	1	**931,055,001**	**931,055**	931,055,001	931,055

Share premium

	Footnotes	2018 US$000	2017 US$000
At 31 Dec	2	**61,346**	61,346

Total called up share capital and share premium

	Footnotes	2018 US$000	2017 US$000
At 31 Dec	2	**992,401**	992,401

1 *All ordinary shares in issue confer identical rights, including in respect of capital, dividends and voting.*
2 *On 29 June 2017 (the 'transaction date'), the bank acquired 10.01% stake in HSBC Bank A.S. in Turkey from HSBC Bank plc. The acquisition was settled through the issuance of one ordinary share, which was allotted to its sole shareholder, HSBC Middle East Holdings BV, with a nominal value of US$1.00, at a premium of US$61.3 million recognised as share premium account as at the transaction date.*

29 Notes on the statement of cash flows

Non-cash items included in profit before tax

	2018 US$000	2017 US$000
Depreciation, amortisation and impairment	**20,153**	19,027
Share-based payment expense	**11,031**	9,836
Change in expected credit losses and other credit impairment charges	**145,398**	N/A
Loan impairment losses gross of recoveries and other credit risk provisions	**N/A**	149,912
Provisions including pensions	**36,732**	42,477
Impairment of financial investments	**N/A**	2,660
Other non-cash items included in profit before tax	**28,108**	26,744
	241,422	250,656

Change in operating assets

	2018 US$000	2017 US$000
Change in other assets	**(229,983)**	863,639
Change in net trading securities and net derivatives	**(2,770,995)**	(545,480)
Change in loans and advances to banks and customers	**(1,683,279)**	1,178,527
Change in reverse repurchase agreements – non-trading	**666,044**	(336,411)
Change in mandatory deposits at central banks	**20,599**	300,003
Change in financial assets designated at fair value	**(47,839)**	—
	(4,045,453)	1,460,278

Change in operating liabilities

	2018 US$000	2017 US$000
Change in other liabilities	**(14,051)**	(832,197)
Change in deposits by banks and customer accounts	**(976,138)**	(1,453,458)
Change in debt securities in issue	**397,981**	(553,093)
Change in financial liabilities designated at fair value	**1,278,541**	337,833
Change in provisions	**—**	(14,050)
Change in repurchase agreements – non-trading	**2,999**	—
	689,332	(2,514,965)

Cash and cash equivalents

	2018 US$000	2017 US$000
Cash and balances at central banks	**1,170,359**	671,440
Items in the course of collection from other banks	**81,984**	64,419
Loans and advances to banks of one month or less	**2,538,093**	3,345,397
Reverse repurchase agreement with banks of one month or less	**33,866**	43,921
Treasury bills, other bills and certificates of deposit less than three months	**38,261**	1,762,411
Less: items in the course of transmission to other banks	**(263,907)**	(87,502)
Less: mandatory deposits at central banks *	**(1,918,699)**	(1,939,298)
Total cash and cash equivalents	**1,679,957**	3,860,788

**Mandatory deposits at central bank have been excluded from the cash and cash equivalents in 2018 and similar change has been reflected for 2017.*

Total interest paid by the group during the year was US$110 million (2017: US$129 million). Total interest received by the group during the year was US$938 million (2017: US$1,067 million). Total dividends received by the group during the year were US$6.6million (2017: US$4 million).

30 Effect of reclassification upon adoption of IFRS 9

Reconciliation of consolidated balance sheet at 31 December 2017 and 1 January 2018

						IFRS 9 reclassification to					
	Footnotes	IAS 39 measurement category	IFRS 9 measure-ment category	IAS 39 carrying amount at 31 Dec 2017	Other changes in classification	Fair value through profit and loss	Fair value through other comprehensive income	Amo-rtised cost	Carrying amount post reclassifi-cation	IFRS 9 re-measurement including expected credit losses[2]	IFRS 9 carrying amount at 1 Jan 2018
				US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
Assets											
Cash and balances at central banks		Amortised cost	**Amortised cost**	**671,440**	**–**	**–**	**–**	**–**	**671,440**	**(163)**	**671,277**
Items in the course of collection from other banks		Amortised cost	**Amortised cost**	**64,419**	**–**	**–**	**–**	**–**	**64,419**	**–**	**64,419**
Trading assets	1	FVPL	**FVPL**	**440,624**	**(203)**	**–**	**–**	**–**	**440,421**	**–**	**440,421**
Financial assets designated and otherwise mandatorily measured at fair value through profit or loss	2	FVPL	**FVPL**	**–**	**–**	**58,140**	**–**	**–**	**58,140**	**–**	**58,140**
Derivatives		FVPL	**FVPL**	**963,102**	**–**	**–**	**–**	**–**	**963,102**	**–**	**963,102**
Loans and advances to banks		Amortised cost	**Amortised cost**	**6,203,202**	**–**	**–**	**–**	**–**	**6,203,202**	**(826)**	**6,202,376**
Loans and advances to customers		Amortised cost	**Amortised cost**	**18,316,780**	**–**	**–**	**–**	**–**	**18,316,780**	**(78,142)**	**18,238,638**
Reverse repurchase agreements – non-trading		Amortised cost	**Amortised cost**	**1,387,254**	**–**	**–**	**–**	**–**	**1,387,254**	**–**	**1,387,254**
Financial investments	2,3	FVOCI (Available for sale – equity instruments)	**FVOCI**	**6,746,504**	**–**	**(58,140)**	**–**	**–**	**6,688,364**	**–**	**6,688,364**
Prepayments, accrued income and other assets	1	Amortised cost	**Amortised cost**	**657,894**	**203**	**–**	**–**	**–**	**658,097**	**(509)**	**657,588**
Current tax assets		N/A	**N/A**	**1,383**	**–**	**–**	**–**	**–**	**1,383**	**–**	**1,383**
Interests in associates and joint ventures		N/A	**N/A**	**1,948**	**–**	**–**	**–**	**–**	**1,948**	**–**	**1,948**
Intangible assets		N/A	**N/A**	**10,502**	**–**	**–**	**–**	**–**	**10,502**	**–**	**10,502**
Deferred tax assets		N/A	**N/A**	**205,857**	**–**	**–**	**–**	**–**	**205,857**	**10,683**	**216,540**
Total assets				**35,670,909**	**–**	**–**	**–**	**–**	**35,670,909**	**(68,957)**	**35,601,952**

Footnotes to Effect of reclassification upon adoption of IFRS 9

1 *Settlement accounts of US$0.2 million have been reclassified from 'Trading assets' to 'Prepayments, accrued income and other assets' as a result of the assessment of business model in accordance with IFRS 9. Settlement accounts previously presented as 'Trading liabilities' of US$1.7 million have been represented in 'Accruals, deferred income and other liabilities'. This change in presentation for financial liabilities is considered to provide more relevant information, given the change in presentation for the financial assets. These changes in presentation for financial assets and liabilities have had no effect on measurement of these items and therefore on 'Retained earnings'.*

2 *US$58.1 million of available for sale non-traded equity instruments have been reclassified as 'Financial assets designated and otherwise mandatorily measured at fair value through profit or loss' in accordance with IFRS 9.*

3 *Measurement refers to that under IAS 39 and IFRS 9. Financial investments measured under fair value through other comprehensive income were measured as available-for-sale instruments under IAS 39.*

Reconciliation for consolidated balance sheet at 31 December 2017 and 1 January 2018 (continued)

	Footnotes	IAS 39 measurement category	IFRS 9 measurement category	IAS 39 carrying amount at 31 Dec 2017	Other changes in classification	IFRS 9 reclassification to: Fair value through profit and loss	Fair value through other comprehensive income	Amortised cost	Carrying amount post reclassification	IFRS 9 remeasurement including expected credit losses[2]	IFRS 9 carrying amount at 1 Jan 2018
				US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
Liabilities											
Deposits by banks		Amortised cost	Amortised cost	1,798,474	–	–	–	–	1,798,474	–	1,798,474
Customer accounts		Amortised cost	Amortised cost	22,583,649	–	–	–	–	22,583,649	–	22,583,649
Items in the course of transmission to other banks		Amortised cost	Amortised cost	87,502	–	–	–	–	87,502	–	87,502
Trading liabilities	4,5	FVPL	FVPL	1,309,860	(1,269,543)	–	–	–	40,317	–	40,317
Financial liabilities designated at fair value	5	FVPL	FVPL	739,425	1,267,800	–	–	–	2,007,225	–	2,007,225
Derivatives		FVPL	FVPL	952,332	–	–	–	–	952,332	–	952,332
Debt securities in issue		Amortised cost	Amortised cost	2,092,390	–	–	–	–	2,092,390	–	2,092,390
Accruals, deferred income and other liabilities	4	Amortised cost	Amortised cost	1,619,693	1,743	–	–	–	1,621,436	–	1,621,436
Current tax liabilities		N/A	N/A	110,141	–	–	–	–	110,141	–	110,141
Provisions		N/A	N/A	71,608	–	–	–	–	71,608	36,418	108,026
Total liabilities				31,365,074	–	–	–	–	31,365,074	36,418	31,401,492

	Footnotes	IAS 39 carrying amount at 31 Dec 2017	IFRS 9 reclassification	Carrying amount post reclassification	IFRS 9 remeasurement including expected credit losses	Carrying amount at 1 Jan 2018
		US$000	US$000	US$000	US$000	US$000
Equity						
Called up share capital		931,055	–	931,055	–	931,055
Share premium account		61,346	–	61,346	–	61,346
Other reserves	5	(132,153)	(14,000)	(146,153)	1,275	(144,878)
Retained earnings		3,441,349	14,000	3,455,349	(106,650)	3,348,699
Total Shareholders Equity		4,301,597	–	4,301,597	(105,375)	4,196,222
Non-controlling interests		4,238	–	4,238	–	4,238
Total equity		4,305,835	–	4,305,835	(105,375)	4,200,460

Footnotes to Effect of reclassification upon adoption of IFRS 9

4 *Settlement accounts of US$0.2 million have been reclassified from 'Trading assets' to 'Prepayments, accrued income and other assets' as a result of the assessment of business model in accordance with IFRS 9. Settlement accounts previously presented as 'Trading liabilities' of US$1.7 million have been represented in 'Accruals, deferred income and other liabilities'. This change in presentation for financial liabilities is considered to provide more relevant information, given the change in presentation for the financial assets. These changes in presentation for financial assets and liabilities have had no effect on measurement of these items and therefore on 'Retained earnings'.*

5 *We have considered market practices for the presentation of US$1,267.8 million of financial liabilities which contain both deposit and derivative components. We have concluded that a change in accounting policy and presentation from 'Trading liabilities' would be appropriate, since it would better align with the presentation of similar financial instruments by peers and therefore provide more relevant information about the effect of these financial liabilities on our financial position and performance. As a result, rather than being classified as held for trading, we will designate these financial liabilities as at fair value through profit or loss since they are managed and their performance evaluated on a fair value basis. Consequently, changes in fair value of these instruments attributable to changes in own credit risk are recognised in other comprehensive income rather than profit or loss. For the year ended to 31 December 2017, a restatement would have decreased 'Net income from financial instruments held for trading or managed on a fair value basis' by US$15.4 million, with an equivalent net increase in other comprehensive income.*

6 *While IFRS 9 ECL has no effect on the carrying value of FVOCI financial assets, which remain measured at fair value, the FVOCI reserve (formerly AFS reserve) relating to financial investments reclassified to 'Financial assets designated and otherwise mandatorily measured at fair value through profit or loss' in accordance with IFRS 9 has been transferred to retained earnings.*

7 *IFRS 9 expected credit losses have decreased net assets by US$105.4 million principally comprising of US$78.1 million reduction in the carrying value of assets classified as 'Loans and advances to customers' and US$36.4 million increase in 'Provisions' relating to expected credit losses on loan commitments and financial guarantee contracts.*

Reconciliation of impairment allowance under IAS 39 and provision under IAS 37 to expected credit losses under IFRS 9

	IAS 39 measurement category	Reclassification to Fair value through profit and loss	Reclassification to Fair value through other comprehensive income	Reclassification to Amortised cost	Remeasurement Stage 3	Remeasurement Stage 1 & Stage 2	Total
		US$000	US$000	US$000	US$000	US$000	US$000
Financial assets at amortised cost							
IAS 39 impairment allowance at 31 Dec 2017							**1,071,499**
Cash and balances at central banks	**Amortised cost (Loans and receivables)**	**–**	**–**	**–**	**–**	**163**	**163**
Loans and advances to banks	**Amortised cost (Loans and receivables)**	**–**	**–**	**–**	**–**	**826**	**826**
Loans and advances to customers	**Amortised cost (Loans and receivables)**	**–**	**–**	**–**	**67,646**	**10,496**	**78,142**
Prepayments, accrued income and other assets	**Amortised cost (Loans and receivables)**	**–**	**–**	**–**	**–**	**509**	**509**
Expected credit loss allowance at 1 Jan 2018							**1,151,139**
Financial assets at fair value							
IAS 39 impairment allowance at 31 Dec 2017							**–**
Debt instruments at fair value	**N/A**	**N/A**	**1,275**	**N/A**	**N/A**	**N/A**	**1,275**
Expected credit loss allowance at 1 Jan 2018							**1,275**
Loan commitments and financial guarantee contracts							
IAS 37 provisions at 31 Dec 2017							**15,631**
Provisions (loan commitments and financial guarantees)	**N/A**	**N/A**	**N/A**	**N/A**	**(4,748)**	**41,166**	**36,418**
Expected credit loss provision at 1 Jan 2018							**52,049**

31 Risk management

All the group's activities involve, to varying degrees, the analysis, evaluation, acceptance and active management of risks or combinations of risks. The key financial risks that the group is exposed to are credit risk (including cross-border country risk), market risk (predominantly foreign exchange and interest rate risks) and liquidity risk. The group is also exposed to operational risk in various forms (including technology, projects, process, people, security and fraud risks). The group continues to enhance its capabilities and coverage of financial crime control. Other risks that the group is actively managing include legal risk, reputational risk, pensions risk, strategic risk (direction and execution) and ensuring the group complies with various regulatory requirements or takes necessary actions where it is not yet doing so.

Risk governance and ownership

An established risk governance and ownership structure ensures oversight of, and accountability for, the effective management of risk at the group and global business level. The risk management framework fosters the continuous monitoring of the risk environment and an integrated evaluation of risks and their interactions. Integral to the group's risk management framework are the enterprise tools of Risk Appetite, Top and Emerging ('T&E') Risks, Risk Map and Stress Testing.

The Board approves the group's risk appetite framework, plans and performance targets for the group and its principal operating subsidiaries, the appointment of senior officers, the delegation of authorities for credit and other risks and the establishment of effective control procedures. The Audit and Risk Committees are responsible for advising the Board on material risk matters and providing non-executive oversight of risks. Under authority delegated by the Board, the separately convened Risk Management Meeting ('RMM') formulates high-level group risk management policy and oversees the implementation of risk appetite and controls. The RMM together with the Asset and Liability Committee ('ALCO') monitors all categories of risk, receives reports on actual performance and emerging issues, determines action to be taken and reviews the efficacy of the group's risk management framework.

In their oversight and stewardship of risk management at group level, RMM are supported by a dedicated Risk function headed by the Chief Risk Officer ('CRO'), who is a Chair of the RMM and reports to the Chief Executive Officer ('CEO') and functionally to the Europe CRO in the HSBC Group.

Risk management tools

The group uses a range of tools to identify, monitor and manage risk. The key tools are summarised below.

Risk appetite

Risk appetite, a key component of the group's risk management framework, is approved by the Board and describes the types and levels of risk that the group is prepared to accept in executing the group's strategy. The group's risk appetite is set out in the group's Risk Appetite Statement and is central to the annual planning process. Global businesses as well as countries are required to articulate their Risk Appetite Statements which are aligned with the group strategy.

Quantitative and qualitative metrics are organised under 15 categories, namely; returns, costs, capital, risk-weighted assets, liquidity and funding, loan impairments, exposure to the HSBC Group, credit and portfolio concentrations, market risk, operational risk, internal audit, financial crime compliance, reputational risk, sustainability risk and technology infrastructure. Measurements against the metrics serve to:

- guide underlying business activity, ensuring it is aligned to risk appetite statements;
- determine risk-adjusted remuneration;
- enable the key underlying assumptions to be monitored and, where necessary, adjusted through subsequent business planning cycles; and
- promptly identify business decisions needed to mitigate risk.

Risk map

The group uses a risk map to provide a point-in-time view of its risk profile across a suite of risk categories. This highlights the potential for these risks to materially affect our financial results, reputation or business sustainability on current and projected bases.

The risks presented on the risk map are regularly assessed against risk appetite, are stress tested and, where longer-term thematic issues arise, are considered for inclusion as top or emerging risks.

Top and emerging risks

The group uses a top and emerging risks process to provide a forward-looking view of issues that have the potential to threaten the execution of the group's strategy or operations over the medium to long term.

The group defines a 'top risk' as a thematic issue that may form and crystallise in between six months and one year, and that has the potential to materially affect the group's financial results, reputation or business model. It may arise across any combination of risk types, regions or global businesses. The impact may be well understood by senior management and some mitigating actions may already be in place. Stress tests of varying granularity may also have been carried out to assess the impact.

An 'emerging risk' is a thematic issue with large unknown components that may form and crystallise beyond a one-year time horizon. If it were to materialise, it could have a material effect on the group's long-term strategy, profitability and reputation. Existing mitigation plans are likely to be minimal, reflecting the uncertain nature of these risks at this stage. Some high-level analysis and/or stress testing may have been carried out to assess the potential impact.

Stress testing

Stress testing is a critical component of the HSBC Group's strategic, risk and capital management governance as the regulatory expectations and demands in this area continue to expand significantly. It is an important tool used to evaluate the potential financial impact of plausible scenarios in the event of an economic downturn or a geopolitical duress. Apart from market-wide events entities also take into account risks that are idiosyncratic to the bank. The stress testing and scenario analysis programme examines the sensitivities of our capital plans and unplanned demand for regulatory capital under a number of scenarios and ensures that top and emerging risks are appropriately considered. These scenarios include, but are not limited to, adverse macroeconomic events, failures at country, sector and counterparty levels, geopolitical occurrences and a variety of projected major operational risk events. The group entities are included in the annual Group stress test submitted to the Bank of England.

In addition to the HSBC Group-wide risk scenarios, the group conducts regular macroeconomic and event-driven scenario analyses specific to the region. The group is subject to regulatory stress testing in many jurisdictions within the region. These have increased both in frequency and in the granularity of information required by supervisors. Assessment by regulators is on both quantitative and qualitative bases, the latter focusing on portfolio quality, data provision, stress testing capability, forward-looking capital management processes and internal management processes.

Apart from the aforementioned Enterprise Wide Stress Tests the group also undertakes Reverse Stress Testing, which is conducted to examine a set of potential scenarios that may render the groups's business model non-viable. Non-viability might occur before the group's capital is depleted, and could result from a variety of events, including idiosyncratic or systemic events or combinations thereof. Reverse stress testing is used to strengthen our resilience by helping to inform early-warning triggers, management actions and contingency plans designed to mitigate the potential stresses and vulnerabilities which we might face.

The results of aforementioned stress tests feed into the regional recovery plan and forms a part of the group's Internal Capital Adequacy Assessment Process ('ICAAP') submission to the regulator.

Risk culture

The group's strong risk governance reflects the importance placed by the Board on managing risks effectively. It is supported by a clear policy framework of risk ownership and by the accountability of all staff for identifying, assessing and managing risks within the scope of their assigned responsibilities. This personal accountability, reinforced by the governance structure, experience and mandatory learning, helps to foster a disciplined and constructive culture of risk management and control throughout the group. Personal accountability is also reinforced by the group's values, with staff expected to be:

- dependable, doing the right thing;
- open to different ideas and culture; and
- connected to our customers, regulators and each other.

Credit risk

Credit risk management

Credit risk is the risk of financial loss if a customer or counterparty fails to meet an obligation under a contract. It arises principally from direct lending, trade finance and leasing business, but also from other products such as guarantees and credit derivatives, and from the group's holdings of debt and other securities. Credit risk generates the largest regulatory capital requirement of the risks the group incurs.

HSBC Holdings plc is responsible for the formulation of high-level credit risk policies and provides high-level centralised oversight and management of credit risk for the HSBC Group worldwide. In addition its responsibilities include:

- Controlling exposures to sovereign entities, banks and other financial institutions, as well as debt securities that are not held solely for the purpose of trading.

- Monitoring intra-HSBC Group exposures to ensure they are maintained within regulatory limits.
- Controlling cross-border exposures, through the imposition of country limits with sub-limits by maturity and type of business. Country limits are determined by taking into account economic and political factors, and applying local business knowledge. Transactions with countries deemed to be higher risk are considered case by case.

Within the group, the Credit Risk function is headed by the CRO. Its responsibilities include:

- Formulating and recording detailed credit policies and procedures, consistent with HSBC Group policy.
- Issuing policy guidelines to subsidiaries and offices on appetite for credit risk exposure to specified market sectors, activities and banking products, and controlling exposures to certain high-risk sectors.
- Undertaking independent review and objective assessment of risk. Credit Risk assesses all commercial non-bank credit facilities and exposures over designated limits, prior to the facilities being committed to customers or transactions being undertaken.
- Monitoring the performance and management of portfolios.
- Maintaining policy on large credit exposures, ensuring that concentrations of exposure by counterparty, sector or geography do not become excessive in relation to the group's capital base and remain within internal and regulatory limits.
- Maintaining and developing the governance and operation of HSBC Group's risk rating framework and systems, to classify exposures.
- Reporting on retail portfolio performance, high risk portfolios, risk concentrations, country limits and cross-border exposures, large impaired accounts, impairment allowances and stress testing results and recommendations to the RMM, the Audit and Risk Committee and the Board of Directors.
- Acting on behalf of the group as the primary interface, for credit-related issues, with external parties, including the rating agencies, corporate analysts, trade associations etc.

The group is required to implement credit policies, procedures and lending guidelines that meet local requirements while conforming to the HSBC Group standards.

Adoption of IFRS9 'Financial Instruments'

The implementation of IFRS 9, did not result in any significant change to the group's business model. This included our strategy, country presence, product offerings and target customer segments. We have established credit risk management processes in place and we actively assess the impact of economic developments in key markets on specific customers, customer segments or portfolios. If we foresee changes in credit conditions, we take mitigating action, including the revision of risk appetites or limits and tenors, as appropriate. In addition, we continue to evaluate the terms under which we provide credit facilities within the context of individual customer requirements, the quality of the relationship, local regulatory requirements, market practices and our local market position.

As a result of IFRS 9 adoption, management has additional insight and measures not previously utilised which, over time, may influence our risk appetite and risk management processes

IFRS 9 process

The IFRS 9 process comprises three main areas: modelling and data, implementation and governance.

Modelling

Prior to the implementation of IFRS 9 the risk function had pre-existing Basel and behavioural scorecards.

These were then enhanced or supplemented to address the IFRS9 requirements, with the appropriate governance and independent review.

Implementation

A centralised impairment engine has been implemented to perform the ECL calculation in a globally consistent manner.

Governance

A series of Regional Management Review Forums has been established in key sites/regions in order to review and approve the impairment results. Regional Management Review Forums have representatives from Credit Risk and Finance including the regional Heads of Wholesale Credit and Market Risk and Retail Banking and Wealth Management ('RBWM') Risk, the regional business CFOs, the regional CROs and the regional Chief Accounting Officer are required members of the committee.

Credit quality of financial instruments

The group's credit risk rating systems and processes differentiate exposures in order to highlight those with greater risk factors and higher potential severity of loss. In the case of individually significant accounts, risk ratings are reviewed regularly and any amendments are implemented promptly. Within the group's retail business, risk is assessed and managed using a wide range of risk and pricing models to generate portfolio data.

The group's risk rating system facilitates the Internal Ratings Based ('IRB') approach for portfolio management purposes. The system adopted by the HSBC Group to support calculation under Basel II of the minimum credit regulatory capital requirement for banks, sovereigns and certain larger corporates.

Special attention is paid to problem exposures in order to accelerate remedial action. Where appropriate, the group uses specialist units to provide customers with support in order to help them avoid default wherever possible.

Periodic risk-based audits of the group's credit processes and portfolios are also undertaken by an independent function.

Impairment Assessment

It is the group's policy that each operating company creates allowances for impaired loans promptly and consistently.

For details of impairment policies on loans and advances and financial investments, see Note 2.2(i) on the Financial Statements.

Write-off of loans and advances

Loans are normally written off, either partially or in full, when there is no realistic prospect of further recovery. For secured loans, write-off generally occurs after receipt of any proceeds from the realisation of security.

Unsecured personal facilities, including credit cards, are generally written off at between 150 and 210 days past due, the standard period being the end of the month in which the account becomes 180 days contractually delinquent. Write-off periods may be extended, generally to no more than 360 days past due but in very exceptional circumstances exceeding that figure, in a few countries where local regulation or legislation constrain earlier write-off, or where the realisation of collateral for secured real estate lending extends to this time.

In the event of bankruptcy or analogous proceedings, write-off may occur earlier than at the periods stated above. Collections procedures may continue after write-off.

Refinance risk

Many types of lending require the repayment of a significant proportion of the principal at maturity. Typically, the mechanism of repayment for the customer is through the acquisition of a new loan to settle the existing debt. Refinance risk arises where a customer is unable to repay such term debt on maturity, or to refinance debt at commercial rates. When there is evidence that this risk may apply to a specific contract, the group may need to refinance the loan on concessionary terms that it would not otherwise have considered, in order to recoup the maximum possible cash flows from the contract and potentially avoid the customer defaulting on the repayment of principal. When there is sufficient evidence that borrowers, based on their current financial capabilities, may fail at maturity to repay or refinance their loans, these loans are disclosed as impaired with recognition of a corresponding impairment allowance where appropriate.

Summary of credit risk

The disclosure below presents the gross carrying/nominal amount of financial instruments to which the impairment requirements in IFRS 9 are applied and the associated allowance for ECL. Due to the forward-looking nature of IFRS 9, the scope of financial instruments on which ECL are recognised is greater than the scope of IAS 39.

The IFRS 9 allowance for ECL has decreased from US$ 1,203 million at 1 January 2018 to US$ 1,094 at 31 December 2018.

The IFRS 9 allowance for ECL at 31 December 2018 comprises US$ 1,061 million in respect of assets held at amortised cost, US$ 33 million in respect of loan commitments and financial guarantees.

Summary of financial instruments to which the impairment requirements in IFRS 9 are applied

	31 Dec 2018		At 1 Jan 2018	
	Gross carrying/ nominal amount	**Allowance for ECL**	Gross carrying/ nominal amount	Allowance for ECL
	US$000	**US$000**	US$000	US$000
Loans and advances to customers at amortised cost	**21,132,610**	**(1,059,235)**	19,388,279	(1,149,641)
Loans and advances to banks at amortised cost	**5,058,866**	**(1,558)**	6,203,202	(826)
Other financial assets measured at amortised costs	**2,784,969**	**(632)**	2,703,479	(672)
– cash and balances at central banks	**1,170,499**	**(140)**	671,440	(163)
– items in the course of collection from other banks	**81,984**	**—**	64,419	—
– reverse repurchase agreements – non - trading	**755,084**	**(8)**	1,387,254	—
– prepayments, accrued income and other assets	**777,402**	**(484)**	580,366	(509)
Total gross carrying amount on-balance sheet	**28,976,445**	**(1,061,425)**	28,294,960	(1,151,139)
Loans and other credit related commitments	**5,648,633**	**(2,736)**	6,970,326	(5,452)
Financial guarantee and similar contracts	**14,416,716**	**(30,302)**	14,361,374	(46,597)
Total nominal amount off-balance sheet	**20,065,349**	**(33,038)**	21,331,700	(52,049)

	Fair value	**Memorandum allowance for ECL**	Fair value	Memorandum allowance for ECL
	US$000	**US$000**	US$000	US$000
Debt instruments measured at fair value through other comprehensive income (FVOCI)	**5,695,573**	**(1,112)**	6,628,270	(1,275)

The following table provides an overview of the group's credit risk by stage, and the associated ECL coverage. The financial assets recorded in each stage have the following characteristics:

Stage 1: Unimpaired and without significant increase in credit risk on which a 12-month allowance for ECL is recognised.

Stage 2: A significant increase in credit risk has been experienced since initial recognition on which a lifetime ECL is recognised.

Stage 3: Objective evidence of impairment, and are therefore considered to be in default or otherwise credit-impaired on which a lifetime ECL is recognised.

POCI: Purchased or originated at a deep discount that reflects the incurred credit losses on which a lifetime ECL is recognised.

Summary of credit risk (excluding debt instruments measured at FVOCI) by stage distribution and ECL coverage at 31 December 2018

	Gross carrying/nominal amount					Allowance for ECL				
	Stage 1	Stage 2	Stage 3	POCI	Total	Stage 1	Stage 2	Stage 3	POCI	Total
	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
Loans and advances to customers at amortised cost:	17,617,241	2,177,358	1,301,233	36,778	21,132,610	(65,826)	(91,814)	(864,817)	(36,778)	(1,059,235)
Loans and advances to banks at amortised cost	5,048,916	9,950	—	—	5,058,866	(1,412)	(146)	—	—	(1,558)
Other financial assets measured at amortised cost	2,687,842	97,127	—	—	2,784,969	(339)	(293)	—	—	(632)
Loan and other credit-related commitments	5,351,317	296,712	604	—	5,648,633	(1,912)	(824)	—	—	(2,736)
Financial guarantee and similar contracts:	11,818,716	2,494,000	104,000	—	14,416,716	(7,426)	(17,159)	(5,717)	—	(30,302)
At 31 Dec 2018	42,524,032	5,075,147	1,405,837	36,778	49,041,794	(76,915)	(110,236)	(870,534)	(36,778)	(1,094,463)

(Audited)

	ECL coverage %				
	Stage 1	Stage 2	Stage 3	POCI	Total
	%	%	%	%	%
Loans and advances to customers at amortised cost:	0.4	4.2	66.5	100.0	5.0
Loans and advances to banks at amortised cost	—	1.5	—	—	—
Other financial assets measured at amortised cost	—	0.3	—	—	—
Loan and other credit-related commitments	—	0.3	—	—	0.1
Financial guarantee and similar contracts:	0.1	0.7	5.5	—	0.2
At 31 Dec 2018	0.2	2.2	61.9	100.0	2.2

Summary of credit risk (excluding debt instruments measured at FVOCI) by stage distribution and ECL coverage at 1 January 2018

	Gross carrying/nominal amount					Allowance for ECL				
	Stage 1	Stage 2	Stage 3	POCI	Total	Stage 1	Stage 2	Stage 3	POCI	Total
	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
Loans and advances to customers at amortised cost	15,001,751	2,983,784	1,365,966	36,778	19,388,279	(65,056)	(109,232)	(938,575)	(36,778)	(1,149,641)
Loans and advances to banks at amortised cost	6,200,649	2,553	—	—	6,203,202	(818)	(8)	—	—	(826)
Other financial assets measured at amortised cost	2,567,026	132,005	4,448	—	2,703,479	(424)	(248)	—	—	(672)
Loan and other credit related commitments	6,719,565	248,974	1,787	—	6,970,326	(1,148)	(4,304)	—	—	(5,452)
Financial guarantee and similar contracts	11,680,515	2,514,603	166,256	—	14,361,374	(14,853)	(20,188)	(11,556)	—	(46,597)
At 1 Jan 2018	42,169,506	5,881,919	1,538,457	36,778	49,626,660	(82,299)	(133,980)	(950,131)	(36,778)	(1,203,188)

	ECL coverage %				
	Stage 1	Stage 2	Stage 3	POCI	Total
	%	%	%	%	%
Loans and advances to customers at amortised cost	0.4	3.7	68.7	100.0	5.9
Loans and advances to banks at amortised cost	0.0	0.3	0.0	0.0	0.0
Other financial assets measured at amortised cost	0.0	0.2	0.0	0.0	0.0
Loan and other credit related commitments	0.0	1.7	0.0	0.0	0.1
Financial guarantee and similar contracts	0.1	0.8	7.0	0.0	0.3
At 1 Jan 2018	0.2	2.3	61.8	100.0	2.4

Measurement uncertainty and sensitivity analysis of ECL estimates

Expected credit loss impairment allowances recognised in the financial statements reflect the effect of a range of possible economic outcomes, calculated on a probability-weighted basis, based on the economic scenarios described below. The recognition and measurement of ECL involves the use of significant judgement and estimation. It is necessary to formulate multiple forward-looking economic forecasts and incorporate them into the ECL estimates. The group uses a standard framework to form economic scenarios to reflect assumptions about future economic conditions, supplemented with the use of management judgement, which may result in using alternative or additional economic scenarios and/or management adjustments.

Methodology for Developing Forward Looking Economic Scenarios

The group has adopted the use of three scenarios, representative of our view of forecast economic conditions, sufficient to calculate unbiased expected loss in most economic environments. They represent a 'most likely outcome' (the Central scenario), and two, less likely 'outer' scenarios, referred to as the Upside and Downside scenarios. Each outer scenario is consistent with a probability of 10%, while the Central scenario is assigned the remaining 80%, according to the decision of the group's senior management. This weighting scheme is deemed appropriate for the unbiased estimation of ECL in most circumstances. Key scenario assumptions are set using the average of forecasts of external economists, helping to ensure that the IFRS 9 scenarios are unbiased and maximise the use of independent information. The Central, Upside and Downside scenarios selected with reference to external forecast distributions using the above approach are termed the 'consensus economic scenarios'.

For the Central scenario, the group sets key assumptions such as GDP growth, inflation, unemployment and policy interest rates, using either the average of external forecasts (commonly referred to as consensus forecasts) for most economies, or market prices. An external provider's global macro model, conditioned to follow the consensus forecasts, projects the other paths required as inputs to credit models. This external provider is subject to the group's risk governance framework, with oversight by a specialist internal unit.

The Upside and Downside scenarios are designed to be cyclical, in that GDP growth, inflation and unemployment usually revert back to the Central scenario after the first three years for major economies. We determine the maximum divergence of GDP growth from the Central scenario using the 10th and the 90th percentile of the entire distribution of forecast outcomes for major economies. We use externally available forecast distributions to help ensure independence in scenario construction. While key economic variables are set with reference to external distributional forecasts, we also align the overall narrative of the scenarios to the macroeconomic risks captured in the group's Top and Emerging Risks. This ensures that scenarios remain consistent with the more qualitative assessment of these risks. We project additional variable paths using the external provider's global macro model.

We apply the following steps to generate the three economic scenarios:

- Economic risk assessment: We develop a shortlist of the upside and downside economic and political risks most relevant to the group and the IFRS 9 measurement objective. These include local and global economic and political risks which together affect economies that have a material effect on credit risk for the group.
- Scenario generation: For the Central scenario, we obtain a pre-defined set of economic paths from the average taken from the consensus survey of professional forecasters. Paths for the two outer scenarios are benchmarked to the Central scenario and reflect the economic risk assessment. We select scenarios that in management's judgement are representative of the probability weighting scheme, informed by the current economic outlook, data analysis of past recessions, and transitions in and out of recession.
- Variable enrichment: We expand each scenario through enrichment of variables. The external provider expands these scenarios by using as inputs the agreed scenario narratives and the variables aligned to these narratives. Scenarios, once expanded, continue to be benchmarked to latest events and information.

Description of Consensus Economic Scenarios

The following table describes key macroeconomic variables and the probabilities assigned in the each scenario.

	UAE		
	Scenario Average (2019 - 2023)		
Factors	Upside	Central	Downside
GDP growth rate (%)	**3.9**	**3.4**	**2.9**
Inflation (%)	**2.9**	**2.5**	**2.2**
Unemployment (%)	**1.7**	**2.1**	**2.5**
Short term interest rates (%)	**3.3**	**3.2**	**1.2**
House price growth (%)	**4.4**	**3.0**	**1.4**

The Consensus Central Scenario

The group's central scenario is one of moderate growth over the forecast period 2019-2023. The group notes that:

- Expected average rates of GDP growth over the 2019-2023 period are lower than average growth rates achieved over the 2013-2017 period for the UAE.
- The average unemployment rate over the projection horizon is expected to remain at or below the averages observed in the 2013-2017 period.
- Inflation is expected to be stable despite steady GDP growth.
- Major central banks are expected to gradually raise their main policy interest rate.
- The West Texas Intermediate oil price is forecast to average US$63p/b over the projection period.

The Consensus Upside scenario

The economic forecast distribution of risks (as captured by consensus probability distributions of GDP growth) have shown a decrease over the course of 2018. Globally, real GDP growth rises in the first two years of the Upside scenario before converging to the Central scenario. Increased confidence, stronger oil prices as well as calming of geopolitical tensions are the risk themes that support the 2018 year-end upside scenario.

The Consensus Downside scenario

The distribution of risks (as captured by consensus probability distributions of GDP growth) have shown a marginal increase in downside risks over the course of 2018. Globally, real GDP growth declines for two years in the Downside scenario before recovering to the Central scenario. The global slowdown in demand drives commodity prices lower and results in an accompanying fall in inflation. Central Banks remain accommodative.

How economic scenarios are reflected in the wholesale calculation of ECL

HSBC has developed a globally consistent methodology for the application of economic scenarios into the calculation of ECL by incorporating those scenarios into the estimation of the term structure of probability of default ('PD') and loss given default ('LGD'). For

PDs, we consider the correlation of economic guidance to default rates for a particular industry in a country. For LGD calculations we consider the correlation of economic guidance to collateral values and realisation rates for a particular country and industry. PDs and LGDs are estimated for the entire term structure of each instrument.

For impaired loans, LGD estimates take into account independent recovery valuations provided by external consultants where available, or internal forecasts corresponding to anticipated economic conditions and individual company conditions. In estimating the ECL on impaired loans that are individually considered not to be significant, HSBC incorporates economic scenarios proportionate to the probability-weighted outcome and the central scenario outcome for non-stage 3 populations.

ECL based exposures at 31 December 2018[1]

	UAE
Reported ECL (US$m)	**74**
Gross carrying/nominal amount (US$m)[2]	**37,546**
Reported ECL Coverage (per cent)	**0.20%**
Consensus Upside scenario	**0.18%**
Consensus Downside scenario	**0.21%**
Consensus Central scenario	**0.20%**

[1] *Excludes ECL and financial instruments relating to defaulted obligors*
[2] *Includes off-balance sheet financial instruments that are subject to significant measurement uncertainty*

How economic scenarios are reflected in the retail calculation of ECL

HSBC has developed and implemented a globally consistent methodology for incorporating forecasts of economic conditions into ECL estimates. The impact of economic scenarios on PD is modelled at a portfolio level. Historic relationships between observed default rates and macro-economic variables are integrated into ('IFRS 9 ECL') estimates by leveraging economic response models. The impact of these scenarios on PD is modelled over a period equal to the remaining maturity of underlying asset or assets. The impact on (LGD) is modelled for mortgage portfolios by forecasting future loan-to-value ('LTV') profiles for the remaining maturity of the asset by leveraging national level forecasts of the house price index ('HPI') and applying the corresponding LGD expectation.

ECL based exposures at 31 December 2018

	UAE
Reported ECL (US$m)	**204**
Gross carrying amount (US$m)	**3,453**
Reported ECL Coverage	**5.90%**
Consensus Upside scenario	**5.70%**
Consensus Downside scenario	**6.10%**
Consensus Central scenario	**5.90%**

Economic scenarios sensitivity analysis of ECL estimates

The ECL outcome is sensitive to judgement and estimations made with regards to the formulation and incorporation of multiple forward looking economic conditions described above. As a result, management assessed and considered the sensitivity of the ECL outcome against the forward looking economic conditions as part of the ECL governance process by recalculating the ECL under each scenario described above for selected portfolios, applying a 100% weighting to each scenario in turn. The weighting is reflected in both the determination of significant increase in credit risk as well as the measurement of the resulting ECL.

The economic scenarios are generated to capture the group's view of a range of possible forecast economic conditions that is sufficient for the calculation of unbiased and probability-weighted ECL. As a result, the ECL calculated for the Upside and Downside scenarios should not be taken to represent the upper and lower limits of possible actual ECL outcomes. There are a very wide range of possible combinations of inter-related economic factors that could influence actual credit loss outcomes, accordingly the range of estimates provided by attributing 100% weightings to scenarios are indicative of possible outcomes given the assumptions used. A wider range of possible ECL outcomes reflects uncertainty about the distribution of economic conditions and does not necessarily mean that credit risk on the associated loans is higher than for loans where the distribution of possible future economic conditions is narrower. The recalculated ECLs for each of the scenarios should be read in the context of the sensitivity analysis as a whole and in conjunction with the narrative disclosures.

Credit exposure

Maximum exposure to credit risk

The group's exposure to credit risk is spread across a broad range of asset classes, including derivatives, trading assets, loans and advances to customers, loans and advances to banks, and financial investments.

The following table presents the group's maximum exposure to credit risk from balance sheet and off-balance sheet financial instruments before taking account of any collateral held or other credit enhancements (unless such enhancements meet accounting offsetting requirements). For financial assets recognised on the balance sheet, the maximum exposure to credit risk equals their carrying amount; for financial guarantees and similar contracts granted, it is the maximum amount that we would have to pay if the guarantees were called upon. For loan commitments and other credit-related commitments, it is generally the full amount of the committed facilities.

The offset in the table relate to amounts where there is a legally enforceable right of offset in the event of counterparty default and where, as a result, there is a net exposure for credit risk purposes. However, as there is no intention to settle these balances on a net basis under normal circumstances, they do not qualify for net presentation for accounting purposes.

In the case of derivatives and reverse repos the offset column also includes collateral received in cash and other financial assets.

Maximum exposure to credit risk

	2018			2017		
	Maximum exposure	**Offset**	**Net**	Maximum exposure	Offset	Net
	US$000	**US$000**	**US$000**	US$000	US$000	US$000
Derivatives	**953,222**	**–**	**953,222**	963,102	–	963,102
Loans and advances to customers held at amortised cost	**20,073,375**	**(161,515)**	**19,911,860**	18,316,780	(101,437)	18,215,343
Loans and advances to banks held at amortised cost	**5,057,308**	**–**	**5,057,308**	6,203,202	–	6,203,202
Reverse repurchase agreements – non-trading	**755,076**	**–**	**755,076**	1,387,254	–	1,387,254
Total off-balance sheet	**22,275,974**	**–**	**22,275,974**	23,747,771		23,747,771
– financial guarantees and similar contracts	**6,369,554**	**–**	**6,369,554**	6,816,340	–	6,816,340
– loan and other credit-related commitments	**15,906,420**	**–**	**15,906,420**	16,931,431	–	16,931,431

Reconciliation of changes in gross carrying/nominal amount and allowances for loans and advances to banks and customers including loan commitments and financial guarantees

The following disclosure provides a reconciliation of the group's gross carrying/nominal amount and allowances for loans and advances to banks and customers including loan commitments and financial guarantees.

The transfers of financial instruments represents the impact of stage transfers upon the gross carrying/nominal amount and associated allowance for ECL. The net remeasurement of ECL arising from stage transfers represents the increase in ECL due to these transfers. [Net new and further lending / (repayments) comprises new originations, assets derecognised, further lending and repayments].

Reconciliation of changes in gross carrying/nominal amount and allowances for loans and advances to banks and customers including loan commitments and financial guarantees

	Non-credit impaired				Credit impaired					
	Stage 1		Stage 2		Stage 3		POCI		Total	
	Gross carrying/ nominal amount	Allowance for ECL	Gross carrying/ nominal amount	Allowance for ECL	Gross carrying/ nominal amount	Allowance for ECL	Gross carrying/ nominal amount	Allowance for ECL	Gross carrying/ nominal amount	Allowance for ECL
	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
At 1 Jan 2018	**39,602,480**	**(81,875)**	**5,749,914**	**(133,732)**	**1,534,009**	**(950,131)**	**36,778**	**(36,778)**	**46,923,181**	**(1,202,516)**
Transfers of financial instruments:	**1,652,446**	**(34,074)**	**(1,897,719)**	**105,491**	**245,273**	**(71,417)**	**–**	**–**	**–**	**–**
– Transfers from Stage 1 to Stage 2	**(5,754,180)**	**16,000**	**5,754,180**	**(16,000)**	**–**	**–**	**–**	**–**	**–**	**–**
– Transfers from Stage 2 to Stage 1	**7,408,735**	**(50,080)**	**(7,408,735)**	**50,080**	**–**	**–**	**–**	**–**	**–**	**–**
– Transfers to Stage 3	**(2,117)**	**6**	**(288,543)**	**78,705**	**290,660**	**(78,711)**	**–**	**–**	**–**	**–**
– Transfers from Stage 3	**8**	**–**	**45,379**	**(7,294)**	**(45,387)**	**7,294**	**–**	**–**	**–**	**–**
Net remeasurement of ECL arising from transfer of stage	**–**	**27,275**	**–**	**(25,872)**	**–**	**(23,980)**	**–**	**–**	**–**	**(22,577)**
Net new and further lending / (repayments)	**(1,395,244)**	**11,989**	**1,119,102**	**(57,327)**	**(118,469)**	**(77,429)**	**–**	**–**	**(394,611)**	**(122,767)**
Assets written off	**–**	**–**	**–**	**–**	**(254,309)**	**254,309**	**–**	**–**	**(254,309)**	**254,309**
Foreign exchange and others	**(23,294)**	**30**	**6,723**	**39**	**(446)**	**–**	**–**	**–**	**(17,017)**	**69**
Others	**(198)**	**79**	**–**	**1,458**	**(221)**	**(1,886)**	**–**	**–**	**(419)**	**(349)**
At 31 Dec 2018	**39,836,190**	**(76,576)**	**4,978,020**	**(109,943)**	**1,405,837**	**(870,534)**	**36,778**	**(36,778)**	**46,256,825**	**(1,093,831)**
ECL release/(charge) for the period	**–**	**39,264**	**–**	**(83,199)**	**–**	**(101,409)**	**–**	**–**	**–**	**(145,344)**
Recoveries	**–**	**–**	**–**	**–**	**–**	**22,246**	**–**	**–**	**–**	**22,246**
Others	**–**	**23,347**	**–**	**(27,052)**	**–**	**(1,020)**	**–**	**–**	**–**	**(4,725)**
Total ECL Charge for the period	**–**	**62,611**	**–**	**(110,251)**	**–**	**(80,183)**	**–**	**–**	**–**	**(127,823)**

	At 31 Dec 2018		Twelve months ended 31 Dec 2018
	Gross carrying/nominal amount	Allowance for ECL	ECL charge
	US$000	US$000	US$000
As above	**46,256,825**	**(1,093,831)**	**(127,823)**
Other financial assets measured at amortised cost	**2,029,885**	**(624)**	**48**
Non-trading reverse purchase agreement commitments	**755,084**	**(8)**	**(8)**
Summary of financial instruments to which the impairment requirements in IFRS 9 are applied/ Summary consolidated income statement	**49,041,794**	**(1,094,463)**	**(127,783)**
Debt instruments measured at FVOCI	**5,695,573**	**(1,112)**	**163**
Total allowance for ECL/total income statement ECL charge for the period	**N/A**	**(1,095,575)**	**(127,620)**

Wholesale lending - Reconciliation of changes in gross carrying/nominal amount and allowances for loans and advances to banks and customers including loan commitments and financial guarantees

	Non-credit impaired				Credit impaired					
	Stage 1		Stage 2		Stage 3		POCI		Total	
	Gross carrying/ nominal amount	Allowance for ECL	Gross carrying/ nominal amount	Allowanc e for ECL	Gross carrying/ nominal amount	Allowance for ECL	Gross carrying/ nominal amount	Allowance for ECL	Gross carrying/ nominal amount	Allowance for ECL
	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
At 1 Jan 2018	**33,671,127**	**(52,701)**	**5,540,702**	**(80,375)**	**1,268,624**	**(787,766)**	**36,778**	**(36,778)**	**40,517,231**	**(957,620)**
Transfers of financial instruments:	1,775,266	(29,748)	(1,914,417)	51,642	139,151	(21,894)	–	–	–	–
Net remeasurement of ECL arising from transfer of stage	–	23,334	–	(20,211)	–	(23,816)	–	–	–	(20,693)
Net new and further lending / (repayments)	(1,084,551)	13,548	1,136,339	(19,103)	(100,794)	(36,661)	–	–	(49,006)	(42,216)
Assets written off	–	–	–	–	(152,391)	152,391	–	–	(152,391)	152,391
Foreign exchange and others	(24,759)	34	6,691	47	(186)	33	–	–	(18,254)	114
Others	(198)	81	–	1,460	(379)	(197)	–	–	(577)	1,344
At 31 Dec 2018	**34,336,885**	**(45,452)**	**4,769,315**	**(66,540)**	**1,154,025**	**(717,910)**	**36,778**	**(36,778)**	**40,297,003**	**(866,680)**
ECL release/(charge) for the period	–	36,882	–	(39,314)	–	(60,477)	–	–	–	(62,909)
Recoveries	–	–	–	–	–	158	–	–	–	158
Others	–	25,829	–	(27,052)	–	(1,020)	–	–	–	(2,243)
Total ECL Charge for the period	–	62,711	–	(66,366)	–	(61,339)	–	–	–	(64,994)

Personal lending - Reconciliation of changes in gross carrying/nominal amount and allowances for loans and advances to banks and customers including loan commitments and financial guarantees

	Non-credit impaired				Credit impaired			
	Stage 1		Stage 2		Stage 3		Total	
	Gross carrying/ nominal amount	Allowance for ECL	Gross carrying/ nominal amount	Allowance for ECL	Gross carrying/ nominal amount	Allowance for ECL	Gross carrying/ nominal amount	Allowance for ECL
	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
At 1 Jan 2018	**5,931,353**	**(29,174)**	**209,212**	**(53,357)**	**265,385**	**(162,365)**	**6,405,950**	**(244,896)**
Transfers of financial instruments:	(122,820)	(4,326)	16,698	53,849	106,122	(49,523)	–	–
Net remeasurement of ECL arising from transfer of stage	–	3,941	–	(5,661)	–	(164)	–	(1,884)
Net new and further lending / (repayments)	(310,693)	(1,559)	(17,237)	(38,224)	(17,675)	(40,768)	(345,605)	(80,551)
Assets written off	–	–	–	–	(101,918)	101,918	(101,918)	101,918
Foreign exchange and others	1,465	(4)	32	(8)	(260)	(33)	1,237	(45)
Others	–	(2)	–	(2)	158	(1,689)	158	(1,693)
At 31 Dec 2018	**5,499,305**	**(31,124)**	**208,705**	**(43,403)**	**251,812**	**(152,624)**	**5,959,822**	**(227,151)**
ECL release/(charge) for the period	–	2,382	–	(43,885)	–	(40,932)	–	(82,435)
Recoveries	–	–	–	–	–	22,088	–	22,088
Others	–	(2,482)	–	–	–	–	–	(2,482)
Total ECL Charge for the period	–	(100)	–	(43,885)	–	(18,844)	–	(62,829)

Credit quality of financial instruments

Credit Review and Risk Identification teams regularly review exposures and processes in order to provide an independent, rigorous assessment of the credit risk management framework across the HSBC Group, reinforce secondary risk management controls and share best practice. Internal audit, as a tertiary control function, focuses on risks with a global perspective and on the design and effectiveness of primary and secondary controls, carrying out oversight audits via the sampling of global/regional control frameworks, themed audits of key or emerging risks and project audits to assess major change initiatives.

The five credit quality classifications defined below each encompass a range of more granular, internal credit rating grades assigned to wholesale and retail lending businesses, as well as the external ratings attributed by external agencies to debt securities.

There is no direct correlation between the internal and external ratings at granular level, except to the extent each falls within a single quality classification.

Credit quality classification

	Debt securities and other bills External credit rating	Wholesale lending Internal credit rating	Retail lending Internal credit rating[2]
Quality classification			
Strong	**A– and above**	**CRR[1]1 to CRR2**	**Band 1 and 2**
Good	**BBB+ to BBB–**	**CRR3**	**Band 3**
Satisfactory	**BB+ to B and unrated**	**CRR4 to CRR5**	**Band 4 and 5**
Sub-standard	**B– to C**	**CRR6 to CRR8**	**Band 6**
Impaired	**Default**	**CRR9 to CRR10**	**Band 7**

1 *Customer risk rating.*
2 *12-month point-in-time ('PIT') probability weighted probability of default ('PD').*

Quality classification definitions

- 'Strong' exposures demonstrate a strong capacity to meet financial commitments, with negligible or low probability of default and/or low levels of expected loss.
- 'Good' exposures require closer monitoring and demonstrate a good capacity to meet financial commitments, with low default risk.
- 'Satisfactory' exposures require closer monitoring and demonstrate an average to fair capacity to meet financial commitments, with moderate default risk.
- 'Sub-standard' exposures require varying degrees of special attention and default risk is of greater concern.
- 'Impaired' exposures have been assessed as impaired. These also include retail accounts classified as Band 1 to Band 6 that are delinquent by more than 90 days, unless individually they have been assessed as not impaired; and renegotiated loans that have met the requirements to be disclosed as impaired and have not yet met the criteria to be returned to the unimpaired portfolio.

Risk rating scales

The customer risk rating ('CRR') 10-grade scale summarises a more granular underlying 23-grade scale of obligor probability of default ('PD'). All HSBC customers are rated using the 10- or 23-grade scale, depending on the degree of sophistication of the Basel II approach adopted for the exposure.

Previously, retail lending credit quality was disclosed under IAS 39, which was based on expected-loss percentages. Now, retail lending credit quality is disclosed on an IFRS 9 basis, which is based on a 12-month point-in-time ('PIT') probability weighted probability of default ('PD').

For debt securities and certain other financial instruments, external ratings have been aligned to the five quality classifications. The ratings of Standard and Poor's are cited, with those of other agencies being treated equivalently. Debt securities with short-term issue ratings are reported against the long-term rating of the issuer of those securities. If major rating agencies have different ratings for the same debt securities, a prudent rating selection is made in line with regulatory requirements.

Distribution of financial instruments by credit quality

	Gross carrying/notional amount							
	Strong	Good	Satisfactory	Sub-standard	Credit impaired	Total	Allowance for ECL	Net
	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
In-scope for IFRS 9								
Loans and advances to customers held at amortised cost	**5,805,304**	**6,522,422**	**6,817,823**	**649,050**	**1,338,011**	**21,132,610**	**(1,059,235)**	**20,073,375**
Loans and advances to banks held at amortised cost	**4,089,114**	**677,967**	**291,785**	**–**	**–**	**5,058,866**	**(1,558)**	**5,057,308**
Cash and balances at central banks	**1,170,499**	**–**	**–**	**–**	**–**	**1,170,499**	**(140)**	**1,170,359**
Items in the course of collection from other banks	**81,984**	**–**	**–**	**–**	**–**	**81,984**	**–**	**81,984**
Reverse repurchase agreements – non-trading	**225,912**	**271,718**	**257,454**	**–**	**–**	**755,084**	**(8)**	**755,076**
Other financial assets held at amortised cost	**–**	**–**	**–**	**–**	**–**	**–**	**–**	**–**
Other assets	**76,000**	**145,636**	**539,457**	**16,309**	**–**	**777,402**	**(484)**	**776,918**
– endorsements and acceptances	**37,679**	**145,162**	**307,316**	**16,309**	**–**	**506,466**	**(484)**	**505,982**
– accrued income and other	**38,321**	**474**	**232,141**	**–**	**–**	**270,936**	**–**	**270,936**
Debt instruments measured at fair value through other comprehensive income[24]	**2,332,094**	**–**	**3,363,479**	**–**	**–**	**5,695,573**	**(1,112)**	**5,694,461**
Out-of-scope for IFRS 9								
Trading assets	**41,851**	**11,390**	**181,644**	**11,271**	**–**	**246,156**	**–**	**246,156**
Derivatives	**795,974**	**88,074**	**64,486**	**4,688**	**–**	**953,222**	**–**	**953,222**
Total gross carrying amount on balance sheet	**14,618,732**	**7,717,207**	**11,516,128**	**681,318**	**1,338,011**	**35,871,396**	**(1,062,537)**	**34,808,859**
Loan and other credit related commitments	**3,141,026**	**1,536,192**	**936,769**	**34,042**	**604**	**5,648,633**	**(2,736)**	**5,645,897**
Financial guarantee and similar contracts	**5,851,288**	**4,494,695**	**3,328,894**	**637,839**	**104,000**	**14,416,716**	**(30,302)**	**14,386,414**
Total nominal amount off balance sheet	**8,992,314**	**6,030,887**	**4,265,663**	**671,881**	**104,604**	**20,065,349**	**(33,038)**	**20,032,311**
At 31 Dec 2018	**23,611,046**	**13,748,094**	**15,781,791**	**1,353,199**	**1,442,615**	**55,936,745**	**(1,095,575)**	**54,841,170**

	31 Dec 2017								
	Neither past due not impaired								
	Strong	Good	Satisfactory	Sub-standard	Past due but not impaired	Impaired	Total gross amount	Impairment allowance	Total
	$000	$000	$000	$000	$000	$000	$000	$000	$000
Cash and balances at central banks	412,471	258,969	–	–	–	–	671,440	–	671,440
Items in the course of collection from other banks	–	–	64,419	–	–	–	64,419	–	64,419
Trading assets	175,920	52,474	206,757	5,473	–	–	440,624	–	440,624
Derivatives	786,228	57,088	116,743	3,043	–	–	963,102	–	963,102
Loans and advances to customers held at amortised cost	8,203,402	4,838,749	3,778,032	582,220	652,199	1,333,677	19,388,279	(1,071,499)	18,316,780
Loans and advances to banks held at amortised cost	4,970,773	1,112,464	119,965	–	–	–	6,203,202	–	6,203,202
Reverse repurchase agreements – non-trading	927,235	19,242	440,777	–	–	–	1,387,254	–	1,387,254
Financial investments	1,778,092	–	4,850,179	–	–	–	6,628,271	–	6,628,271
Other assets	19,648	152,263	394,197	4,874	12,110	4,448	587,540	–	587,540
At 31 Dec 2017	17,273,769	6,491,249	9,971,069	595,610	664,309	1,338,125	36,334,131	(1,071,499)	35,262,632

Distribution of financial instruments to which the impairment requirements in IFRS 9 are applied, by credit quality and stage allocation

	Gross carrying/notional amount							
	Strong	Good	Satisfactory	Sub-standard	Credit impaired	Total	Allowance for ECL	Net
	US$000	US$000	US$000	US$000	US$000	US$000	US$000	US$000
Gross carrying amount on balance sheet	**13,780,907**	**7,617,743**	**11,269,998**	**665,359**	**1,338,011**	**34,672,018**	**(1,062,537)**	**33,609,481**
– stage 1	**13,347,394**	**7,403,873**	**9,924,199**	**374,109**	**—**	**31,049,575**	**(68,688)**	**30,980,887**
– stage 2	**433,513**	**213,870**	**1,345,799**	**291,250**	**—**	**2,284,432**	**(92,254)**	**2,192,178**
– stage 3	**—**	**—**	**—**	**—**	**1,301,233**	**1,301,233**	**(864,817)**	**436,416**
– POCI	**—**	**—**	**—**	**—**	**36,778**	**36,778**	**(36,778)**	**—**
Nominal amount off balance sheet	**8,992,314**	**6,030,887**	**4,265,663**	**671,881**	**104,604**	**20,065,349**	**(33,038)**	**20,032,311**
– stage 1	**8,989,132**	**5,222,443**	**2,743,132**	**215,326**	**—**	**17,170,033**	**(9,338)**	**17,160,695**
– stage 2	**3,182**	**808,444**	**1,522,531**	**456,555**	**—**	**2,790,712**	**(17,983)**	**2,772,729**
– stage 3	**—**	**—**	**—**	**—**	**104,604**	**104,604**	**(5,717)**	**98,887**
– POCI	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
At 31 Dec 2018	**22,773,221**	**13,648,630**	**15,535,661**	**1,337,240**	**1,442,615**	**54,737,367**	**(1,095,575)**	**53,641,792**

Past due but not impaired gross financial instruments

Past due but not impaired gross financial instruments are those loans where, although customers have failed to make payments in accordance with the contractual terms of their facilities, they have not met the impaired loan criteria. This is typically when a loan is less than 90 days past due and there are no other indicators of impairment.

Further examples of exposures past due but not impaired include individually assessed mortgages that are in arrears more than 90 days, but there are no other indicators of impairment and the value of collateral is sufficient to repay both the principal debt and all potential interest for at least one year or short-term trade facilities past due more than 90 days for technical reasons such as delays in documentation but there is no concern over the creditworthiness of the counterparty.

The following table provides an analysis of gross loans and advances to customers held at amortised cost which are past due but not considered impaired. There are no other significant balance sheet items where past due balances are not considered impaired.

Ageing analysis of days for past due but not impaired gross financial instruments

	Up to 29 days	30-59 days	60-89 days	90-179 days	180 days and over	Total
	US$000	US$000	US$000	US$000	US$000	US$000
Loans and advances to customers held at amortised cost	**271,541**	**40,088**	**49,556**	**—**	**—**	**361,185**
– personal	**36,892**	**16,862**	**15,140**	**—**	**—**	**68,894**
– corporate and commercial	**234,389**	**23,226**	**34,416**	**—**	**—**	**292,031**
– non-bank financial institutions	**260**	**—**	**—**	**—**	**—**	**260**
At 31 Dec 2018	**271,541**	**40,088**	**49,556**	**—**	**—**	**361,185**
Loans and advances to customers held at amortised cost	540,346	52,147	35,541	10,234	13,931	652,199
– personal	51,141	25,815	17,497	—	—	94,453
– corporate and commercial	474,023	26,332	18,036	10,234	13,926	542,551
– non-bank financial institutions	15,182	—	8	—	5	15,195
At 31 Dec 2017	540,346	52,147	35,541	10,234	13,931	652,199

Impaired loans

Impaired and stage 3 loans and advances are those that meet any of the following criteria:

- Wholesale loans and advances classified as Customer Risk Rating ('CRR') 9 or CRR 10. These grades are assigned when the group considers that either the customer is unlikely to pay their credit obligations in full without recourse to security, or when the customer is more than 90 days past due on any material credit obligation to the group.
- Retail loans and advances classified as Band 10 . These grades are typically assigned to retail loans and advances more than 90 days past due unless individually they have been assessed as not impaired.
- Renegotiated loans and advances that have been subject to a change in contractual cash flows as a result of a concession which the lender would not otherwise consider, and where it is probable that without the concession the borrower would be unable to meet its contractual payment obligations in full, unless the concession is insignificant and there are no other indicators of impairment. Renegotiated loans remain classified as impaired until there is sufficient evidence to demonstrate a significant reduction in the risk of non-payment of future cash flows, and there are no other indicators of impairment.

Movement in impairment allowances on loans and advances to customers and banks

	2017			
		Customers		
	Banks individually assessed	Individually assessed	Collectively assessed	Total
	US$000	US$000	US$000	US$000
At 1 Jan	—	946,230	198,237	1,144,467
Amounts written off	—	(131,548)	(108,734)	(240,282)
Recoveries of loans and advances previously written off	—	334	21,022	21,356
Charge to income statement	—	87,243	53,985	141,228
Exchange and other movements	—	5,401	(671)	4,730
At 31 Dec	—	907,660	163,839	1,071,499

Renegotiated loans and forbearance

Where a loan is modified due to significant concerns about the borrower's ability to meet contractual payments when due, a range of forbearance strategies is employed in order to improve the management of customer relationships, maximise collection opportunities and, if possible, avoid default, foreclosure or repossession.

Identifying renegotiated loans

Loans are identified as renegotiated loans when the group modifies the contractual payment terms due to significant credit distress of the borrower. 'Forbearance' describes concessions made on the contractual terms of a loan in response to an obligor's financial difficulties. The group classifies and report loans on which concessions have been granted under conditions of credit distress as 'renegotiated loans' when their contractual payment terms have been modified because the group has significant concerns about the borrowers' ability to meet contractual payments when due.

When considering modification terms, the borrower's continued ability to repay is assessed and where they are unrelated to payment arrangements, whilst potential indicators of impairment, these loans are not considered as renegotiated loans. Loans that have been identified as renegotiated retain this designation until maturity or derecognition. A loan that is renegotiated is derecognised if the existing agreement is cancelled and a new agreement is made on substantially different terms or if the terms of an existing agreement are modified such that the renegotiated loan is substantially a different financial instrument. Any new loans that arise following derecognition events will continue to be disclosed as renegotiated loans.

Credit Quality of Renegotiated Loans

Under IFRSs, an entity is required to assess whether there is objective evidence that financial assets are impaired at the end of each reporting period. A loan is impaired and an impairment allowance is recognised when there is objective evidence of a loss event that has an effect on the cash flows of the loan which can be reliably estimated.

When the group grants a concession to a customer that the group would not otherwise consider, as a result of their financial difficulty, this is objective evidence of impairment and impairment losses are measured accordingly.

A renegotiated loan is presented as impaired when:

- there has been a change in contractual cash flows as a result of a concession which the lender would otherwise not consider, and;
- it is probable that without the concession, the borrower would be unable to meet contractual payment obligations in full.

This presentation applies unless the concession is insignificant and there are no other indicators of impairment.

The renegotiated loan will continue to be disclosed as impaired until there is sufficient evidence to demonstrate a significant reduction in the risk of non-payment of future cash flows, and there are no other indicators of impairment.

Renegotiated loans are classified as unimpaired where the renegotiation has resulted from significant concern about a borrower's ability to meet their contractual payment terms but the renegotiated terms are based on current market rates and contractual cash flows are expected to be collected in full following the renegotiation. Unimpaired renegotiated loans also include previously impaired renegotiated loans that have demonstrated satisfactory performance over a period of time or have been assessed based on all available evidence as having no remaining indicators of impairment.

Loans that have been identified as renegotiated retain this designation until maturity or derecognition. When a loan is restructured as part of a forbearance strategy and the restructuring results in derecognition of the existing loan, such as in some debt consolidations, the new loan is disclosed as renegotiated.

When determining whether a loan that is restructured should be derecognised and a new loan recognised, the group considers the extent to which the changes to the original contractual terms result in the renegotiated loan, considered as a whole, being a substantially different financial instrument.

Renegotiated loans and advances to customers by industry sector

	First lien residential mortgages	Other personal lending	Corporate and commercial	Non-bank financial institutions	Renegotiated loans
	US$000	US$000	US$000	US$000	US$000
Stage 1	—	—	**348,750**	**14,785**	**363,535**
Stage 2	—	—	**117,285**	—	**117,285**
Stage 3	**125,129**	**15,875**	**697,066**	—	**838,070**
Renegotiated loans At 31 Dec 2018	**125,129**	**15,875**	**1,163,101**	**14,785**	**1,318,890**
Allowance for expected credit losses on renegotiated loans					**547,893**
Neither past due nor impaired	23,707	12,986	74,854	248,276	359,823
Past due but not impaired	4,166	638	16,097	—	20,901
Impaired	85,243	14,801	615,884	45,007	760,935
Renegotiated loans At 31 Dec 2017	113,116	28,425	706,835	293,283	1,141,659
Impairment allowances on renegotiated loans					487,889

For retail lending, unsecured renegotiated loans are generally segmented from other parts of the loan portfolio. Renegotiated expected credit loss assessments reflect the higher rates of losses typically encountered with renegotiated loans. For wholesale lending, renegotiated loans are typically assessed individually. Credit risk ratings are intrinsic to the impairment assessments. The individual impairment assessment takes into account the higher risk of the future non-payment inherent in renegotiated loans.

For details of our impairment policies on loans and advances and financial investments, see Note 2.2(i) on the Financial Statements.

Collateral and other credit enhancements held

Loans and advances held at amortised cost

Although collateral can be an important mitigant of credit risk, it is the group's practice to lend on the basis of the customer's ability to meet their obligations out of cash flow resources rather than rely on the value of security offered. Depending on the customer's standing and the type of product, facilities may be provided without security. However, for other lending a charge over collateral is obtained and considered in determining the credit decision and pricing. In the event of default, the group may utilise the collateral as a source of repayment. Depending on its form, collateral can have a significant financial effect in mitigating the group's exposure to credit risk.

The tables below provide a quantification of the value of fixed charges the group holds over specific asset (or assets) where the group has a history of enforcing, and are able to enforce, the collateral in satisfying a debt in the event of the borrower failing to meet its contractual obligations, and where the collateral is cash or can be realised by sale in an established market. The collateral valuation in the tables below excludes any adjustments for obtaining and selling the collateral.

The group may also manage its risk by employing other types of collateral and credit risk enhancements, such as second charges, other liens and unsupported guarantees, but the valuation of such mitigants is less certain and their financial effect has not been quantified. In particular, loans shown in the tables below as not collateralised or partially collateralised may benefit from such credit mitigants.

Personal lending: residential mortgage loans including loan commitments by level of collateral

	Gross carrying/nominal US$000
Stage 1	
Fully collateralised	**1,702,109**
LTV ratio:	
– less than 50%	**286,974**
– 51% to 60%	**191,743**
– 61% to 70%	**308,881**
– 71% to 80%	**532,624**
– 81% to 90%	**296,163**
– 91% to 100%	**85,724**
Partially collateralised (A):	**104,048**
LTV ratio:	
– 101% to 110%	**59,451**
– 111% to 120%	**12,514**
– greater than 120%	**32,083**
– *collateral value on A*	**101,464**
Total	**1,806,157**
Stage 2	
Fully collateralised	**32,652**
LTV ratio:	
– less than 50%	**4,995**
– 51% to 60%	**1,746**
– 61% to 70%	**3,966**
– 71% to 80%	**11,464**
– 81% to 90%	**7,892**
– 91% to 100%	**2,589**
Partially collateralised (B):	**3,696**
LTV ratio:	
– 101% to 110%	**1,985**
– 111% to 120%	**355**
– greater than 120%	**1,356**
– *collateral value on B*	**2,331**
Total	**36,348**
Stage 3	
Fully collateralised	**58,117**
LTV ratio:	
– less than 50%	**12,064**
– 51% to 60%	**5,850**
– 61% to 70%	**9,893**
– 71% to 80%	**13,027**
– 81% to 90%	**13,928**
– 91% to 100%	**3,355**
Partially collateralised (C):	**108,055**
LTV ratio:	
– 101% to 110%	**7,503**
– 111% to 120%	**11,274**
– greater than 120%	**89,278**
– *collateral value on C*	**108,055**
Total	**166,172**
At 31 Dec 2018	**2,008,677**

The above table shows residential mortgage lending including off-balance sheet loan commitments by level of collateral. The collateral included in the table above consists of first charges on real estate.

The LTV ratio is calculated as the gross on balance sheet carrying amount of the loan and any off-balance sheet loan commitment at the balance sheet date divided by the value of collateral. The methodologies for obtaining residential property collateral values vary throughout the group, but are typically determined through a combination of professional appraisals, house price indices or statistical analysis. Valuations must be updated on a regular basis and, as a minimum, at intervals of every three years.

Other personal lending

The other personal lending consists primarily of motor vehicle, credit cards and second lien portfolios. Motor vehicle lending is generally collateralised by the motor vehicle financed. Credit cards and overdrafts are generally unsecured. Second lien lending is supported by collateral but the claim on the collateral is subordinate to the first lien charge.

Collateral on loans and advances

Commercial real estate loans and advances

Collateral held is analysed separately below for commercial real estate and for other corporate, commercial and financial (non-bank) lending. The analysis includes off-balance sheet loan commitments, primarily undrawn credit lines.

Wholesale lending: commercial real estate loans and advances including loan commitments by level of collateral

	Gross carrying/nominal amount
	US$000
Stage 1	
Not collateralised	2,096,358
Fully collateralised	62,612
LTV ratio:	
– less than 50%	19,887
– 51% to 75%	13,771
– 76% to 90%	–
– 91% to 100%	28,954
Partially collateralised (A):	291,120
– *collateral value on A*	250,289
Total	2,450,090
Stage 2	
Not collateralised	202,884
Fully collateralised	22,143
LTV ratio:	
– less than 50%	–
– 51% to 75%	19,251
– 76% to 90%	–
– 91% to 100%	2,892
Partially collateralised (B):	–
– *collateral value on B*	–
Total	225,027
Stage 3	
Not collateralised	30,699
Fully collateralised	6,900
LTV ratio:	
– less than 50%	6,900
– 51% to 75%	–
– 76% to 90%	–
– 91% to 100%	–
Partially collateralised (C):	171,080
– *collateral value on C*	163,180
Total	208,679
At 31 Dec 2018	2,883,796

The collateral included in the table above consists of fixed first charges on real estate and charges over cash for commercial real estate. These facilities are disclosed as not collateralised if they are unsecured or benefit from credit risk mitigation from guarantees, which are not quantified for the purposes of this disclosure.

The value of commercial real estate collateral is determined through a combination of professional and internal valuations and physical inspection. Due to the complexity of valuing collateral for commercial real estate, local valuation policies determine the frequency of review based on local market conditions. Revaluations are sought with greater frequency when, as part of the regular credit assessment of the obligor, material concerns arise in relation to the transaction which may reflect on the underlying performance of the collateral, or in circumstances where an obligor's credit quality has declined sufficiently to cause concern that the principal payment source may not fully meet the obligation (i.e. the obligor's credit quality classification indicates it is at the lower end, that is sub-standard, or approaching impaired). Where such concerns exist the revaluation method selected will depend upon the loan-to-value relationship, the direction in which the local commercial real estate market has moved since the last valuation and, most importantly, the specific characteristics of the underlying commercial real estate which is of concern.

Other corporate, commercial and financial (non-bank) is analysed separately below reflecting the difference in collateral held on the portfolios. For financing activities in corporate and commercial lending that are not predominantly commercial real estate-oriented, collateral value is not strongly correlated to principal repayment performance. Collateral values are generally refreshed when an obligor's general credit performance deteriorates and we have to assess the likely performance of secondary sources of repayment should it prove necessary to rely on them.

Wholesale lending: other corporate, commercial and financial (non-bank) loans and advances including loan commitments by level of collateral by stage

	Gross carrying/nominal US$000
Stage 1	
Not collateralised	**22,307,080**
Fully collateralised	**225,816**
LTV ratio:	
– less than 50%	**53,703**
– 51% to 75%	**24,811**
– 76% to 90%	**42,405**
– 91% to 100%	**104,897**
Partially collateralised (A):	**1,228,335**
– *collateral value on A*	**273,996**
Total	**23,761,231**
Stage 2	
Not collateralised	**2,046,132**
Fully collateralised	**8,290**
LTV ratio:	
– less than 50%	**361**
– 51% to 75%	**2,547**
– 76% to 90%	**5,185**
– 91% to 100%	**197**
Partially collateralised (B):	**168,220**
– *collateral value on B*	**70,693**
Total	**2,222,642**
Stage 3	
Not collateralised	**701,751**
Fully collateralised	**90,958**
LTV ratio:	
– less than 50%	**2,830**
– 51% to 75%	**21,303**
– 76% to 90%	**66,825**
– 91% to 100%	**–**
Partially collateralised (C):	**134,277**
– *collateral value on C*	**51,433**
Total	**926,986**
POCI	
Not collateralised	**36,778**
Fully collateralised	**–**
LTV ratio:	
– less than 50%	**–**
– 51% to 75%	**–**
– 76% to 90%	**–**
– 91% to 100%	**–**
Partially collateralised (C):	**–**
– *collateral value on C*	**–**
Total	**36,778**
At 31 Dec 2018	**26,947,637**

Other credit risk exposures

In addition to collateralised lending described above, other credit enhancements are employed and methods used to mitigate credit risk arising from financial assets. These are described in more detail below.

Securities issued by governments, banks and other financial institutions may benefit from additional credit enhancement, notably through government guarantees that reference these assets.

Trading assets include loans and advances held with trading intent, the majority of which consist of reverse repos and stock borrowing which, by their nature, are collateralised.

The group's maximum exposure to credit risk includes financial guarantees and similar arrangements that the group issues or enters into, and loan commitments that the group are irrevocably committed to. Depending on the terms of the arrangement, the group may have recourse to additional credit mitigation in the event that a guarantee is called upon or a loan commitment is drawn and subsequently defaults.

Derivatives

The International Swaps and Derivatives Association ('ISDA') Master Agreement is our preferred agreement for documenting derivatives activity. It provides the contractual framework within which dealing activity across a full range of over-the-counter ('OTC') products is conducted, and contractually binds both parties to apply close-out netting across all outstanding transactions covered by an agreement if either party defaults or another pre-agreed termination event occurs. It is common, and our preferred practice, for the parties to execute a

Credit Support Annex ('CSA') in conjunction with the ISDA Master Agreement. Under a CSA, collateral is passed between the parties to mitigate the counterparty risk inherent in outstanding positions.

Concentration of exposure

Concentrations of credit risk arise when a number of counterparties or exposures have comparable economic characteristics or such counterparties are engaged in similar activities or industry sectors so that their collective ability to meet contractual obligations is uniformly affected by changes in economic, political or other conditions. The group uses a number of controls and measures to minimise undue concentration of exposure in our portfolios across industry and global businesses. These include portfolio and counterparty limits, approval and review controls, and stress testing.

The group provides a diverse range of financial services both in the Middle East and internationally. As a result, its portfolio of financial instruments with credit risk is diversified, with no exposures to individual industries or economic groupings totalling more than 10% of consolidated total assets, except as follows:

- the majority of the group's exposure to credit risk is concentrated in the Middle East. Within the Middle East, the group's credit risk is diversified over a wide range of industrial and economic groupings; and
- the group's position as part of a major international banking group means, that it has a significant concentration of exposure to banking counterparties. The majority of credit risk to the banking industry at 31 December 2018 and 31 December 2017 was concentrated in the Middle East.

Wrong-way risk is an aggravated form of concentration risk and arises when there is a strong correlation between the counterparty's probability of default and the mark-to-market value of the underlying transaction. The group uses a range of procedures to monitor and control wrong-way risk, including requiring entities to obtain prior approval before undertaking wrong-way risk transactions outside pre-agreed guidelines.

Gross loans and advances to customers by industry sector

	Gross loans and advances to customers	
	Total	As a % of total gross loans
At 31 Dec 2018	**US$000**	**%**
Personal		
– residential mortgages	**2,008,677**	**9.51%**
– other personal	**1,908,830**	**9.03%**
	3,917,507	**18.54%**
Corporate and commercial		
– commercial, industrial and international trade	**9,347,222**	**44.23%**
– commercial real estate	**912,243**	**4.32%**
– other property-related	**1,952,717**	**9.24%**
– government	**1,640,769**	**7.76%**
– other commercial	**3,114,514**	**14.74%**
	16,967,465	**80.29%**
Financial		
– non-bank financial institutions	**247,638**	**1.17%**
Total gross loans and advances to customers	**21,132,610**	**100.00%**
Impaired loans		
– as a percentage of gross loans and advances to customers	**6.33%**	
Total impairment allowances		
– as a percentage of gross loans and advances to customers	**5.01%**	
At 31 Dec 2017		
Personal		
– residential mortgages	1,922,061	9.91%
– other personal	2,126,199	10.97%
	4,048,260	20.88%
Corporate and commercial		
– commercial, industrial and international trade	9,362,937	48.29%
– commercial real estate	485,073	2.50%
– other property-related	1,583,928	8.17%
– government	1,356,987	7.00%
– other commercial	2,470,570	12.74%
	15,259,495	78.70%
Financial		
– non-bank financial institutions	80,524	0.42%
Total gross loans and advances to customers	19,388,279	100.00%
Impaired loans		
– as a percentage of gross loans and advances to customers	6.88%	
Total impairment allowances		
– as a percentage of gross loans and advances to customers	5.53%	

Areas of special interest

Whilst geopolitical risk in the Middle East moderated slightly during 2018, it remained heightened with economic and diplomatic sanctions on Qatar continuing and Kingdom of Saudi Arabia facing challenges on the international stage. However, the majority of the group's exposures in the region continued to be concentrated in the UAE, where the political and economic landscape remained stable.

Elsewhere across the region where the group has presence, economic and political change including social unrest are carefully monitored with risk appetite adjusted accordingly. 2018 saw some further recovery in oil prices which relieved pressure on fiscal budgets regionally but did not translate into any material improvement in underlying economic activity as subsidy reform, introduction of VAT and impact of Qatar dispute all combined to offset any positive impact of higher oil prices. Whilst oil prices softened towards the end of 2018, this is not expected to result in any change in Government fiscal activity as long as prices remain broadly where they are. On that assumption, there should be an improvement in economic activity as the impact of VAT and other negatives work their way through the system but any improvement is likely to be modest with limited impact on companies financial performance during the year.

Wholesale lending

Wholesale lending covers the range of credit facilities granted to sovereign borrowers, banks, non-bank financial institutions and corporate entities. The group's wholesale portfolios are well diversified across industry sectors throughout the region, with exposure subject to portfolio controls.

Subdued economic activity continues to create challenging market conditions across all sectors such as Retail, Automotive Dealership, Commercial Real Estate, and Tourism etc. The Contracting sector continues to experience challenges as paymasters delay payments placing increased pressure on main and sub-contractors. In addition, the volume of new projects has slowed resulting in severe competition and squeezed margins being seen for new projects.

The outlook for hydrocarbon production and prices remains a key determinant of confidence in the region and continues to bring uncertainty into the region's economies.

During 2018, the group continued to manage its counterparty exposures in Middle East countries most at risk from the uncertain political environment. A number of measures are taken by conducting portfolio stress testing, using lending guidelines dynamically, monitoring of sector concentrations in addition to regular reviews of industries including Oil and Gas, Contracting, Retail and Auto Dealer sectors. Second order risk continues to be a concern and reviews have been completed on Large Concentration risks and Cross Border exposure. The Regional Portfolio Oversight Council continues to review both internal and external portfolio trends.

Commercial real estate

In the light of reduced economic activity in the regional market, Commercial real estate continues to witness a slowdown in performance with a reduction in number of transactions, fall in rentals and plateauing of prices and a fundamental supply/demand imbalance. Whilst portfolio credit quality across this sector remained broadly stable, there continues to be evidence of softening valuations which is in line with overall market sentiment and there remains risk of stress given the cyclical nature of the sector. Accordingly, across the group's portfolios, credit risk is mitigated by long-standing and conservative policies on asset origination which focus on relationships with long-term customers and limited initial leverage. HSBC Group Risk, in conjunction with major subsidiaries, designates real estate as a Specialised Lending/Controlled Sector and, accordingly, implements enhanced exposure approval, monitoring and reporting procedures. For example, the Group monitors risk appetite limits for the sector at regional level to detect and prevent higher risk concentrations. Given the developing legal environment and the region being more prone to volatility, further conservatism is adopted in the Middle East.

Sovereign counterparties

The overall quality of the group's sovereign portfolio remained strong during the period with the large majority of both in-country and cross-border limits extended to countries with strong internal credit risk ratings. Higher oil prices has brought some relief in budget deficits and more expansive fiscal measures for 2019. The group regularly updates its assessment of higher risk countries and adjusts its risk appetite to reflect prevalent market conditions as appropriate.

Liquidity and funding risk management framework

The group has an internal liquidity and funding risk management framework ('LFRF') which aims to allow it to withstand very severe liquidity stresses. It is designed to be adaptable to changing business models, markets and regulations. Liquidity risk is the risk that the group does not have sufficient financial resources to meet its obligations as they fall due, or will have to do so at an excessive cost. The risk arises from mismatches in the timing of cash flows. Funding risk arises when illiquid asset positions cannot be funded at the expected terms and when required.

Structure and organisation of the liquidity risk management function

The management of liquidity and funding is primarily undertaken locally (by country) in the operating entities in compliance with the Group's LFRF, and with practices and limits set by the Group Management Board ('GMB') through the Risk Management Meeting ('RMM') and approved by the Holdings Board for the largest entities ('RMM operating entities'): the UAE branch of the group is one such operating entity. Limits for non-RMM operating entities within the group are established by the intermediate parent company Asset Liability Committee ('ALCO'). The group ALCO is responsible for setting limits for the group non-RMM operating entities. The group's general policy is that each defined operating entity should be self-sufficient in funding its own activities.

The elements of the LFRF are underpinned by a robust governance framework, the two major elements of which are:

- Group, regional and entity level asset and liability management committees ('ALCOs'); and
- Annual individual liquidity adequacy assessment process ('ILAAP') used to validate risk tolerance and set risk appetite.

The primary responsibility for managing liquidity and funding within the Group's framework and risk appetite resides with the local operating entities' ALCOs, Holdings ALCO and the RMM. The UAE branch of the bank, being an RMM operating entity, is overseen by the group ALCO, HSBC Holdings ALCO and the HSBC Group Risk Management Meeting. The remaining smaller operating entities are overseen by the group ALCO, with appropriate escalation of significant issues to HSBC Holdings ALCO and the HSBC Group Risk Management Meeting. Operating entities are predominately defined on a country basis to reflect the Group's local management of liquidity and funding.

Overall liquidity risk profile

The LFRF is delivered using the following key aspects:

- A liquidity adequacy measure: LCR
- Single currency liquidity management
- A funding profile measure: NSFR
- A deposit concentration measure
- Wholesale Market term funding maturity concentration measures
- Analysis of off-balance sheet commitments, including limits on undrawn facilities
- Intraday liquidity
- Individual Liquidity Adequacy Assessment and Liquidity Stress Testing
- Liquidity Funds Transfer Pricing
- Contingency Funding Plans
- Forward Looking Funding Status Assessments
- Asset encumbrance

Liquidity and funding risk

Liquidity coverage ratio ('LCR')

The LCR aims to ensure that a bank has sufficient unencumbered high-quality liquid assets ('HQLA') to meet its liquidity needs in a 30 calendar day liquidity stress scenario. For the calculation of the LCR, the group follows the guidelines set by the European Commission.

Net stable funding ratio ('NSFR')

HSBC uses the NSFR as a basis for establishing stable funding. The net stable funding ratio ('NSFR') measures stable funding relative to required stable funding, and reflects a bank's long-term funding profile (funding with a term of more than a year). It is designed to complement the LCR.

Depositor concentration and wholesale market term funding maturity concentration

The LCR and NSFR metrics assume a stressed outflow based on a portfolio of depositors within each deposit segment. The validity of these assumptions is challenged if the portfolio of depositors is not large enough to avoid depositor concentration. Operating entities are exposed to term re-financing concentration risk if the current maturity profile results in future maturities being overly concentrated in any defined period.

The group monitors depositor concentration and term funding maturity concentration. Both metrics are subject to limits which are approved by the group Board.

Liquid assets

Liquid assets are held and managed on a stand-alone operating entity basis. Most are held directly by each operating entity's Balance Sheet Management ('BSM') department, primarily for the purpose of managing liquidity risk in line with the LFRF.

Liquid assets also include any unencumbered liquid assets held outside BSM departments for any other purpose. The LFRF gives ultimate control of all unencumbered assets and sources of liquidity to BSM.

Contingency Funding Plan (CPF)

The CFP ensures that the group can cope in the event of a liquidity stress, by having an actionable plan in place.

Management of liquidity risk

Liquidity coverage ratio ('LCR')

The LCR metric is designed to promote the short-term resilience of a bank's liquidity profile, and became a minimum regulatory standard from 1 October 2015, under European Commission ('EC') Delegated Regulation 2015/61.

Delegated Act ('DA') LCR

Unaudited	2018	2017
	%	%
HSBC Bank Middle East Limited	214	235

The group additionally computes and reports a DFSA-basis LCR, which differs from the Delegated Act ('DA') LCR primarily with respect to the haircuts applied to liquid securities under DA issued by Gulf Cooperation Council ('GCC') sovereign issuers and outflow percentages applied for off-balance sheet items and retail deposits.

DFSA LCR

Unaudited	2018	2017
	%	%
HSBC Bank Middle East Limited	205	239

Net stable funding ratio ('NSFR')

The European calibration of NSFR is pending following the Basel Committee's final recommendation in October 2014. The group calculates NSFR in line with Basel Committee on Banking Supervision's publication number 295 (BCBS295).

NSFR-295

Unaudited	2018	2017
	%	%
HSBC Bank Middle East Limited	138	147

The DFSA implementation of NSFR was effective from June 2018. It differs from the Group NSFR with respect to weightings applied for off-balance sheet items and retail deposits and in the calculation for derivatives.

DFSA NSFR

Unaudited	2018	2017
	%	%
HSBC Bank Middle East Limited	138	N/A

Components of Net Stable Funding Ratio (Unaudited)

		Unweighted value by residual maturity				
	In currency amount (US$000)	**No maturity**	**< 6 months**	**6 months to < 1yr**	**≥ 1yr**	**Weighted values**
ASF (available stable funds) Item						
1	**Capital**	**–**	**–**	**–**	**5,551,322**	**5,551,322**
2	Regulatory Capital	–	–	–	5,551,322	5,551,322
3	Other capital	–	–	–	–	–
4	**Retail deposits/PSIAs and deposits/PSIAs from small business customers:**	**–**	**10,717,833**	**–**	**–**	**9,646,050**
5	Stable Deposits/PSIAs	–	–	–	–	–
6	Less stable deposits/PSIAs	–	10,717,833	–	–	9,646,050
7	**Wholesale funding:**	**–**	**11,572,711**	**1,461,992**	**295,776**	**6,158,857**
8	Operational deposits / operational accounts		5,170,533	–	–	2,585,266
9	Other wholesale funding		6,402,178	1,461,992	295,776	3,573,591
10	**Liabilities with matching interdependent assets**	**–**	**–**	**–**	**–**	**–**
11	**Other liabilities:**	**–**	**1,786,775**	**1,501,128**	**1,298,617**	**2,049,181**
12	NSFR derivative liabilities and net liabilities for Shari'a compliant hedging contracts	–	–	–	–	–
13	All other liabilities and equity not included in the above categories	–	1,786,775	1,501,128	1,298,617	2,049,181
14	**Total ASF**	**–**	**24,077,319**	**2,963,120**	**7,145,715**	**23,405,410**
RSF (Required stable funds) Item						
15	**Total NSFR high-quality liquid assets (HQLA)**	**–**	**6,837,125**	**320,492**	**2,284,456**	**248,951**
16	**Deposits/PSIAs held at other financial institutions for operational purposes**	**–**	**–**	**–**	**–**	**–**
17	**Performing loans and securities (including Shari'a compliant securities):**	**–**	**9,541,319**	**3,590,890**	**10,478,895**	**13,867,794**
18	Performing loans to financial institutions secured by Level 1 HQLA	–	425,981	21,569	–	53,383
19	Performing loans to financial institutions secured by non-Level 1 HQLA and unsecured performing loans to financial institutions	–	2,068,040	105,334	1,049,361	1,412,234
20	Performing loans to non- financial corporate clients, loans to retail and small business customers, and loans to sovereigns, Central Banks and PSEs, of which:	–	6,887,128	3,362,201	7,610,052	11,045,062
21	With a risk weight of less than or equal to 50%	–	1,649,759	292,425	2,740,735	2,752,570
22	Performing residential mortgages, of which:	–	96,969	90,496	1,602,119	1,135,110
23	With a risk weight of less than or equal to 50%	–	96,969	90,496	1,602,119	1,135,110
24	Securities that are not in default and do not qualify as HQLA, including exchange-traded equities	–	63,201	11,290	217,363	222,005
25	**Assets with matching interdependent liabilities**	**–**	**–**	**–**	**–**	**–**
26	**Other Assets**	**–**	**93,657**	**66,526**	**1,155,358**	**1,315,541**
27	Physical traded commodities, including gold	–	–	–	–	–
28	Assets posted as initial margin for derivative contracts/Shari'a compliant hedging contracts and contributions to default funds of CCPs	–	–	–	–	–
29	NSFR derivative assets	–	–	–	1,285	1,285
30	NSFR derivative liabilities before deduction of variation margin posted	–	–	–	182,560	182,560
31	All other assets not included in the above categories	–	93,657	66,526	971,513	1,131,696
32	**Off-balance sheet items**	**–**	**30,967,975**	**–**	**–**	**1,510,523**
33	**Total RSF**	**–**	**47,440,076**	**3,977,908**	**13,918,709**	**16,942,809**
34	**Net Stable Funding Ratio (%)**					**138%**

Primary sources of funding

Customer deposits in the form of current accounts and savings deposits payable on demand or at short notice form a significant part of our funding, and the group places considerable importance on maintaining their stability. For deposits, stability depends upon maintaining depositor confidence in our capital strength and liquidity, and on competitive and transparent pricing.

Of total liabilities of US$30,980 million at 31 December 2018, funding from customers amounted to US$21,823 million, of which US$21,775 million was contractually repayable within one year.

An analysis of cash flows payable by the group under financial liabilities by remaining contractual maturities at the balance sheet date is included in Note 25.

Assets available to meet these liabilities, and to cover outstanding commitments to lend (US$15,906 million), included cash, central bank balances, items in the course of collection and treasury and other bills (US$1,928 million); loans to banks (US$5,057 million, including US$2,596 million repayable within one year); and loans to customers (US$20,073 million, including US$10,359 million repayable within one year). In the normal course of business, a proportion of customer loans contractually repayable within one year will be extended.

The group also access wholesale funding markets by issuing senior secured and unsecured debt securities (publicly and privately) and borrowing from the secured repo markets against high-quality collateral to align asset and liability maturities and currencies and to maintain a presence in local wholesale markets.

Ordinary share capital and retained reserves, non-core capital instruments and intergroup borrowings are also a source of stable funding.

Market risk

Market risk management

Market risk is the risk that movements in market factors, such as foreign exchange rates, interest rates, credit spreads, equity prices and commodity prices, will reduce our income or the value of our portfolios.

The group's exposure to market risk is separated into trading or non-trading portfolios. Trading portfolios comprise positions arising from market-making and warehousing of customer-derived positions. Non-trading portfolios include positions that primarily arise from the interest rate management of the group's retail and commercial banking assets and liabilities and financial investments designated as fair value through other comprehensive income.

Market risk measures

Monitoring and limiting market risk exposures

The group's objective is to manage and control market risk exposures while maintaining a market profile consistent with the group's risk appetite. The group uses a range of tools to monitor and limit market risk exposures, including:

- sensitivity measures include sensitivity of net interest income and sensitivity for structural foreign exchange, which are used to monitor the market risk positions within each risk type;
- value at risk ('VaR') is a technique that estimates the potential losses that could occur on risk positions as a result of movements in market rates and prices over a specified time horizon and to a given level of confidence; and
- in recognition of VaR's limitations the group augments VaR with stress testing to evaluate the potential impact on portfolio values of more extreme, though plausible, events or movements in a set of financial variables.

Market risk is managed and controlled through limits approved by the Risk Management Meeting of the GMB for HSBC Holdings and our various global businesses. These limits are allocated across business lines and to the HSBC Group's legal entities.

The management of market risk is principally undertaken in Global Markets. VaR limits are set for portfolios, products and risk types, with market liquidity being a primary factor in determining the level of limits set.

VaR limits are set for portfolios, products and risk types, with market liquidity being a primary factor in determining the level of limits set. HSBC Group Risk, an independent unit within HSBC Group, is responsible for our market risk management policies and measurement techniques. The group has an independent market risk management and control function that is responsible for measuring market risk exposures in accordance with the policies defined by HSBC Group Risk, and monitoring and reporting these exposures against the prescribed limits on a daily basis.

The group assesses the market risks arising on each product in its business and to transfer them to either its Global Markets unit for management, or to separate books managed under the supervision of the local ALCO. Our aim is to ensure that all market risks are consolidated within operations that have the necessary skills, tools, management and governance to manage them professionally. In certain cases where the market risks cannot be fully transferred, the group identifies the impact of varying scenarios on valuations or on net interest income resulting from any residual risk positions.

Sensitivity analysis

Sensitivity analysis measures the impact of individual market factor movements on specific instruments or portfolios, including interest rates, foreign exchange rates and equity prices, such as the effect of a one basis point change in yield. We use sensitivity measures to monitor the market risk positions within each risk type. Sensitivity limits are set for portfolios, products and risk types, with the depth of the market being one of the principal factors in determining the level of limits set.

Value at risk

Value at risk ('VaR') is a technique that estimates the potential losses on risk positions as a result of movements in market rates and prices over a specified time horizon and to a given level of confidence.

The VaR models used by the group are predominantly based on historical simulation. These models derive plausible future scenarios from past series of recorded market rates and prices, taking into account inter-relationships between different markets and rates, such as interest rates and foreign exchange rates. The models also incorporate the effect of option features on the underlying exposures. The historical simulation models assess potential market movements with reference to data from the past two years and calculate VaR to a 99% confidence level and for a one-day holding period.

The group routinely validates the accuracy of its VaR models by back-testing the actual daily profit and loss results, adjusted to remove non-modelled items such as fees and commissions, against the corresponding VAR numbers. Statistically, the group would expect to see losses in excess of VaR only 1% of the time over a one-year period. The actual number of excesses over this period can therefore be used to gauge how well the models are performing.

Although a valuable guide to risk, VaR should always be viewed in the context of its limitations:

- the use of historical data as a proxy for estimating future events may not encompass all potential events, particularly those which are extreme in nature;

- the use of a one-day holding period assumes that all positions can be liquidated or the risks offset in one day. This may not fully reflect the market risk arising at times of severe illiquidity, when a one-day holding period may be insufficient to liquidate or hedge all positions fully;
- the use of a 99% confidence level, by definition, does not take into account losses that might occur beyond this level of confidence;
- VaR is calculated on the basis of exposures outstanding at the close of business and therefore does not necessarily reflect intra-day exposures; and
- VaR is unlikely to reflect loss potential on exposures that only arise under conditions of significant market movement.

Trading and non-trading portfolio

The following table provides an overview of the reporting of the risks within this section:

		Portfolio	
	Footnotes	Trading	Non-trading
Risk type			
Foreign exchange and commodity	*1*	VaR	VaR
Interest rate		VaR	VaR
Credit spread		VaR	VaR

1 The reporting of commodity risk is consolidated with foreign exchange risk and is not applicable to non-trading portfolios.

Value at risk of the trading and non-trading portfolio

The group VaR, both trading and non-trading, is below:

Value at risk

	2018	2017
	US$000	US$000
At 31 Dec	**2,437**	10,909
Average	**7,415**	5,875
Maximum	**12,124**	10,979
Minimum	**2,437**	3,104

Trading portfolios

The group's control of market risk in the trading portfolios is based on a policy of restricting individual operations to trading within a list of permissible instruments authorised for each site by HSBC Group Risk, of enforcing new product approval procedures, and of restricting trading in the more complex derivative products only to offices with appropriate levels of product expertise and robust control systems.

Market-making and position-taking is undertaken within Global Markets. The VaR for such trading intent activity at 31 December 2018 was US$2 million (2017: US$11 million).

VaR by risk type for the trading intent activities

		Foreign exchange (FX)	**Interest rate**	**Credit spread**	**Total**
	Footnotes	**US$000**	**US$000**	**US$000**	**US$000**
At 31 Dec 2018	*1, 2*	**1,583**	**1,132**	**612**	**1,931**
Average		**5,182**	**2,794**	**487**	**5,557**
Maximum		**12,647**	**4,191**	**1,252**	**11,977**
Minimum		**1,332**	**599**	**208**	**1,608**
At 31 Dec 2017		11,738	2,852	372	11,011
Average		3,833	2,809	414	4,654
Maximum		11,944	4,248	1,047	11,301
Minimum		201	1,387	122	1,472

1 The total VaR is non-additive across risk types due to diversification effects.
2 The increase in VaR in 2017 was driven by the volatility in certain currencies, mainly Qatari Riyal (QAR) and Egyptian Pound (EGP). This was a result of the current regional situation and the devaluation of the EGP, respectively.

Non Trading portfolios

Non-trading VaR of the Group includes contributions from all global businesses. There is no commodity risk in the non-trading portfolios. Non-trading VaR includes the interest rate risk in the banking book transferred to and managed by Balance Sheet Management ('BSM') and the non-trading financial instruments held by BSM.

VaR by risk type for the non-trading activities

	Interest rate US$000	Credit spread US$000	Total US$000
At 31 Dec 2018	**2,033**	**489**	**2,043**
Average	**4,211**	**921**	**4,568**
Maximum	**5,850**	**2,181**	**6,949**
Minimum	**2,033**	**350**	**2,043**
At 31 Dec 2017	3,623	917	3,815
Average	2,640	669	2,664
Maximum	3,623	1,221	3,819
Minimum	1,893	317	1,771

Gap risk

Certain products are structured in such a way that they give rise to enhanced gap risk, being the risk that loss is incurred upon occurrence of a gap event. A gap event is a significant and sudden change in market price with no accompanying trading opportunity. Such movements may occur, for example, when, in reaction to an adverse event or unexpected news announcement, some parts of the market move far beyond their normal volatility range and become temporarily illiquid.

Given the characteristics, these transactions, they will make little or no contribution to VaR or to traditional market risk sensitivity measures. The group captures the risks for such transactions within the stress testing scenarios and monitor gap risk on an ongoing basis.

The group incurred no material losses arising from gap risk movements in the underlying market price on such transactions in the 12 months ended 31 December 2018.

De-peg risk

For certain currencies (pegged or managed) the spot exchange rate is pegged at a fixed rate (typically to USD), or managed within a predefined band around a pegged rate. De-peg risk is the risk of the peg or managed band changing or being abolished, and moving to a floating regime.

Using stressed scenarios on spot rates, the group is able to analyse how de-peg events would impact the positions held by the group. This complements traditional market risk metrics, such as historical VaR, which may not fully capture the risk involved in holding positions in pegged currencies. Historical VaR relies on past events to determine the likelihood of potential profits or losses. However, pegged or managed currencies may not have experienced a de-peg event during the historical timeframe being considered.

Non-trading portfolios

The principal objective of market risk management of non-trading portfolios is to optimise net interest income.

Interest rate risk in non-trading portfolios arises principally from mismatches between the future yield on assets and their funding cost as a result of interest rate changes. Analysis of this risk is complicated by having to make assumptions on embedded optionality within certain product areas, such as the incidence of mortgage prepayments, and from behavioural assumptions regarding the economic duration of liabilities which are contractually repayable on demand such as current accounts, and the re-pricing behaviour of managed rate products.

The control of market risk in the non-trading portfolios is based on transferring the risks to the books managed by Global Markets and Balance Sheet Management ('BSM') or the local ALCO. The net exposure is typically managed through the use of interest rate swaps within agreed limits. The VaR for these portfolios is included within the group VaR.

Market risk arises on equity securities held at fair value through other comprehensive income. The fair value of these securities at 31 December 2018 was US$257 million (2017: US$118 million).

Structural foreign exchange exposures

Structural foreign exchange exposures represent net investments in subsidiaries, branches or associates, the functional currencies of which are currencies other than the US dollar. An entity's functional currency is the currency of the primary economic environment in which the entity operates.

Exchange differences on structural exposures are recorded in 'Other comprehensive income'. The main operating currencies of the group are UAE dirham and other Gulf currencies that are linked to the US dollar.

The group's policy is to hedge structural foreign currency exposures only in limited circumstances. The group's structural foreign exchange exposures are managed with the primary objective of ensuring, where practical, that the group's capital ratio is protected from the effect of changes in exchange rates. This is usually achieved by ensuring that the rates of structural exposures in a given currency to risk-weighted assets denominated in that currency is broadly equal to the capital ratio. The group considers hedging structural foreign currency exposures only in limited circumstances to protect the capital ratio or the US dollar value of capital invested. Such hedging would be undertaken using forward foreign exchange controls or by financing the borrowings in the same currencies as the functional currencies involved.

Net interest income sensitivity

A principal part of the group's management of market risk in non-trading portfolios is monitoring the sensitivity of projected net interest income under varying interest rate scenarios (simulation modelling). The group aims, through our management of market risk in non-trading portfolios, to mitigate the impact of prospective interest rate movements which could reduce future net interest income, while balancing the cost of hedging such activities on the current net revenue stream.

For simulation modelling, businesses use a combination of scenarios relevant to their local businesses and markets and standard scenarios which are required throughout the HSBC Group. The latter are consolidated to illustrate the combined pro forma effect on the group's consolidated portfolio valuations and net interest income.

Projected net interest income sensitivity figures represent the effect of the pro forma movements in net interest income based on the projected yield curve scenarios and the group's current interest rate risk profile. This effect, however, does not incorporate actions which would probably be taken by Global Markets or in the business units to mitigate the effect of interest rate risk. In reality, Global Markets seeks proactively to change the interest rate risk profile to minimise losses and optimise net revenues. The projections also assume that interest rates of all maturities move by the same amount (although rates are not assumed to become negative in the falling rates scenario) and, therefore, do not reflect the potential impact on net interest income of some rates changing while others remain unchanged. In addition, the projections take account of the effect on net interest income of anticipated differences in changes between interbank interest rates and interest rates linked to other bases (such as Central Bank rates or product rates over which the entity has discretion in terms of the timing and extent of rate changes). The projections make other simplifying assumptions, including that all positions run to maturity.

Defined benefit pension scheme

Market risk also arises within the group's defined benefit pension schemes to the extent that the obligations of the schemes are not fully matched by assets with determinable cash flows.

Operational risk

Operational risk is the risk to achieving the strategy or objectives as a result of inadequate or failed internal processes, people and systems, or from external events.

Responsibility for minimising operational risk lies with all the group's employees. They are required to manage the operational risks of the business for which they are responsible.

The objective of the group's operational risk management is to manage and control operational risk in a cost-effective manner within targeted levels of operational risk consistent with the group's risk appetite, as defined by the Group Management Board.

Operational risk management framework

Overview

The objective of our operational risk management is to manage and control operational risk in a cost-effective manner within targeted levels of operational risk consistent with our risk appetite, as defined by the Board of Directors.

Key developments in 2018

During 2018, we continued to strengthen our approach to managing operational risk, as set out in the Group's operational risk management framework ('ORMF'). The approach sets out the governance, appetite and provides an end-to-end view of non- financial risks, enhancing focus on the risks that matter the most and associated controls. It incorporates a risk management system to enable active risk management.

Activity to strengthen our risk culture and better embed the approach, particularly the three lines of defence model, continued to be a key focus in 2018. It sets our roles and responsibilities for managing operational risk on a daily basis.

Governance and structure

The ORMF defines minimum standards and processes, and the governance structure for the management of operational risk and internal control in our countries, businesses and functions. The ORMF has been codified in a high-level standards manual, supplemented with detailed policies, which describes our approach to identifying, assessing, monitoring and controlling operational risk and gives guidance on mitigating action to be taken when weaknesses are identified.

We have a dedicated Operational Risk sub-function within our Risk function. It is responsible for providing oversight of the ORMF, monitoring the level of operational losses and the internal control environment supported by their second line of defence functions. It supports the Chief Risk Officer and the Risk Committee, which meets at least quarterly to discuss key risk issues and review implementation of the ORMF. The sub-function is also responsible for preparation of operational risk reporting, including reports for consideration by the RMM and Risk Committee. A formal governance structure provides oversight of the sub-function's management.

Key risk management processes

Business managers are responsible for maintaining an acceptable level of internal control commensurate with the scale and nature of operations, and for identifying and assessing risks, designing controls and monitoring the effectiveness of these controls. The ORMF helps managers to fulfil these responsibilities by defining a standard risk assessment methodology and providing a tool for the systematic reporting of operational loss data.

A Group-wide risk management system is used to record the results of the operational risk management process. Operational risk and control self-assessments, along with issue and action plans, are entered and maintained by business units. Business and functional management monitor the progress of documented action plans to address shortcomings. To help ensure that operational risk losses are consistently reported and monitored, businesses and functions are required to report individual losses when the net loss is expected to exceed $10,000. Losses are entered into the Group-wide risk management system and reported to governance on a monthly basis.

Continuity of business operations

Every department within the organisation undertakes business continuity management, which incorporates the development of a plan including a business impact analysis assessing risk when business disruption occurs.

The group maintains dedicated work area recovery sites. Regular testing of these facilities is carried out with representation from each business and support function, to ensure business continuity plans remain accurate, relevant and fit for purpose. Where possible, it is ensured that critical business systems are not co-located with business system users, thereby reducing concentration risk.

Legal risk

The group implements processes and procedures in place to manage legal risk that conform to HSBC Group standards.

Legal risk falls within the definition of operational risk and includes the risk of a member of the group suffering financial loss, legal or regulatory action or reputational damage due to:

- contractual risk, which is the risk that any group member enters into inadequate or unenforceable customer contracts or ancillary documentation, inadequate or unenforceable non-customer contracts or ancillary documentation and/or contractual fiduciary;

- dispute adjudication risk, which is the risk arising due to an adverse dispute environment or a failure to take appropriate steps to defend, prosecute and/or resolve actual or threatened legal claims brought against or by a group member, including for the avoidance of doubt, regulatory matters;
- legislative risk, which is the risk that a group member fails to or is unable to identify, analyse, track, assess or correctly interpret applicable legislation, case law or regulation, or new regulatory, legislative or doctrinal interpretations of existing laws or regulations, or decisions in the Courts or regulatory bodies;
- non-contractual rights risk, which is the risk that a group member's assets are not properly owned or protected or are infringed by others, or a group member infringes another party's rights; and
- non-contractual obligations risk, which is the risk arising due to infringement of third-party rights and/or breach of common law duties.

The group has a legal function to assist management in controlling legal risk. The function provides legal advice to manage and control legislative, contractual and non-contractual risks and support in managing litigation claims and significant regulatory enforcement against group companies, as well as in respect of non-routine debt recoveries or other litigation against third parties.

The group members must notify the legal department immediately if any litigation, dispute or material regulatory action is either threatened or commenced against the group or an employee (acting in his capacity as an officer or employee of the group). The legal department must be immediately advised of any significant action by a regulatory authority, where the proceedings are criminal, or where the claim might materially affect HSBC Group's reputation.

The legal department will assess each claim that is threatened or commenced against the group or any employee (acting in his capacity as an officer or employee of the group) in order to determine the appropriate action, including appointment of external counsel, consideration of the merits of the claim, consideration of any provision, consideration of any document holds or interviews that may be required and consideration of any immediate reporting to senior management or the bank's regulators as may be necessary.

The legal department must immediately advise the bank's senior management, the HSBC Group of any threatened or actual litigation claims if such claim exceeds US$5 million or of any significant action by a regulatory authority, where the proceedings are criminal or where a claim might materially affect HSBC Group's reputation. In addition, the legal department submits periodic returns to the bank's risk management meeting and Board Risk Committee meeting, including updates on ongoing litigation and details of any judgements issued against the group. These returns are shared with the bank's regulators on a periodic basis.

Finally, the group is required to submit a quarterly return to HSBC Group detailing outstanding claims where the claim (or group of similar claims) exceeds US$10 million, where the action is by a regulatory authority, where the proceedings are criminal, where the claim might materially affect the group's reputation, or, where the HSBC Group has requested returns be completed for a particular claim. These returns are used for reporting to the HSBC Group Audit Committee and the Board of HSBC Holdings plc.

Capital management

The Dubai Financial Services Authority ('DFSA') is the lead regulator of the bank.

The bank's objective is to ensure that capital resources are at all times adequate and efficiently used. This implies assessing the bank's capital demand and maintaining the capital supply at the required level. The bank's approach to capital management is driven by strategic and organisational requirements, taking into account the regulatory, economic and commercial environment in which it operates in. The bank's policy on capital management is underpinned by a capital management process and the internal capital adequacy assessment process, which enables it to manage its capital in a consistent manner.

The DFSA supervises the bank and, receives information on the capital adequacy of, and sets capital requirements for, the bank. Individual branches and subsidiaries are directly regulated by their local banking supervisors, where applicable, who set and monitor their capital adequacy requirements.

The DFSA's capital requirements are prescribed in the DFSA Prudential – Investment, Insurance Intermediation and Banking Module ('PIB'). In accordance with the PIB:

1. the capital requirement for an authorised firm is calculated, subject to (2), as the higher of:
   a. the applicable Base Capital Requirement as set out in the PIB or
   b. its Risk Capital Requirement as set out in the PIB.
2. where 1(b) is the higher and the authorised firm has an Individual Capital Requirement ('ICR') imposed on it then the Capital Requirement is its ICR plus Risk Capital Requirement.

An authorised firm must calculate its Risk Capital Requirement as the sum of the following:

- the Credit Risk Capital Requirement;
- the Market Risk Capital Requirement;
- the Operational Risk Capital Requirement; and
- the Displaced Commercial Risk Capital Requirement, where applicable.

Further, the bank is subject to a Capital Conservation Buffer of 25% of Risk Capital Requirements.

The PIB requires an authorised firm to:

- appropriately apply a risk-weight to all on-balance sheet assets and off-balance sheet exposures for capital adequacy purposes. A risk-weight is based on a Credit Quality Grade aligned with the likelihood of counterparty default;
- calculate the Credit Risk Capital Requirement for its on-balance sheet assets and off-balance sheet exposures; and
- reduce the Credit Risk Capital Requirement for its on-balance sheet assets and off-balance sheet exposures where the exposure is covered fully or partly by some form of eligible Credit Risk mitigant.

The DFSA has granted approval to the bank to use HSBC Group internal models for the purposes of calculating Market Risk Requirements.

The bank uses the Standardised Approach for the calculation of Operational Risk Capital Requirement.

The bank's regulatory capital is divided into two tiers:

- Tier 1 capital comprises equity share capital, share premium, retained earnings, other comprehensive income and other reserves. This is adjusted for the amount of cash flow hedge reserve related to gains or losses on cash flow hedges of financial instruments, all unrealized gains or losses on liabilities that are valued at fair value and which result from changes in the bank's own credit quality and deduction for intangible assets.
- Tier 2 capital comprises qualifying non-equity preference share capital, share premium and general provisions limited to 1.25% of Credit Risk Weighted Assets.

The bank maintains its capital requirements at all times in accordance with the DFSA requirements.

Capital structure at 31 December (solo basis)

Unaudited	2018	2017
	US$000	US$000
Composition of regulatory capital		
Common Equity Tier 1 capital	**4,523,090**	4,317,311
Additional Tier 1 capital	**—**	—
Total Tier 1 capital	**4,523,090**	4,317,311
Tier 2 capital	**1,028,232**	1,098,121
Total regulatory capital	**5,551,322**	5,415,432
Risk-weighted assets		
Credit and counterparty risk	**25,514,540**	25,477,895
Market risk	**1,850,063**	2,074,120
Operational risk	**3,105,202**	3,190,290
	30,469,805	30,742,305
Capital ratio		
Capital adequacy ratio	**18.22%**	17.62%

32 Contingent liabilities, contractual commitments and guarantees

	2018	2017
	US$000	US$000
Guarantees and other contingent liabilities		
Guarantees	**14,416,716**	14,361,374
Commitments		
Documentary credits and short-term trade-related transactions	**509,106**	620,512
Undrawn formal standby facilities, credit lines and other commitments to lend	**15,397,314**	16,310,919
At 31 Dec	**15,906,420**	16,931,431

The above table discloses the nominal principal amounts which represents the maximum amounts at risk should contracts be fully drawn upon and clients default. As a significant portion of guarantees and commitments is expected to expire without being drawn upon, the total of these nominal principal amounts is not representative of future liquidity requirements.

Included in the above are the following contingent liabilities on account of other members of the HSBC Group:

	2018	2017
	US$000	US$000
Guarantees and assets pledged by the bank as collateral security	**2,836,474**	2,626,646
Documentary credits and short-term trade-related transactions	**130,983**	75,909
At 31 Dec	**2,967,457**	2,702,555

Guarantees

The group provides guarantees and similar undertakings on behalf of both third-party customers and other entities within the group. These guarantees are generally provided in the normal course of the group's banking business. The principal types of guarantees provided, and the maximum potential amount of future payments which the group could be required to make at 31 December were as follows:

		2018		2017	
		Guarantees in favour of third parties	Guarantees by the group in favour of other HSBC Group entities	Guarantees in favour of third parties	Guarantees by the group in favour of other HSBC Group entities
	Footnotes	US$000	US$000	US$000	US$000
Financial guarantees	1	**1,322,212**	**506,298**	1,808,159	665,281
Credit-related guarantees	2	**3,707,579**	**833,465**	3,739,796	603,104
Other guarantees		**6,550,451**	**1,496,711**	6,186,773	1,358,261
At 31 Dec		**11,580,242**	**2,836,474**	11,734,728	2,626,646

1 *Financial guarantees are contracts that require the issuer to make specified payments to reimburse the holder for a loss incurred because a specified debtor fails to make payment when due.*
2 *Credit-related guarantees are contracts that have similar features to financial guarantee contracts but fail to meet the strict definition of a financial guarantee contracts under IAS 39.*

The amounts disclosed in the above table are nominal principal amounts and reflect the group's maximum exposure under a large number of individual guarantee undertakings. The risks and exposures arising from guarantees are captured and managed in accordance with the group's overall credit risk management policies and procedures. Guarantees with terms of more than one year are subject to the group's annual credit review process.

Other commitments

In addition to the commitments disclosed above, at 31 December 2018 the group had capital commitments to purchase, within one year, land and building and other fixed assets for a value of US$ Nil (2017: US$222 million).

Associates

The group and its operations are contingently liable with respect to lawsuits and other matters that arise in the normal course of business. Management is of the opinion that the eventual outcome of the legal and financial liability is not expected to materially affect the group's financial position and operations.

33 Lease commitments

Operating lease commitments

At 31 December 2018, the group was obligated under a number of non-cancellable operating leases for properties, plant and equipment for which the future minimum lease payments extend over a number of years.

	Land and buildings	
	2018	2017
	US$000	US$000
Future minimum lease payments under non-cancellable operating leases expiring:		
– no later than one year	**9,762**	18,600
– later than one year and no later than five years	**20,664**	20,610
– later than five years	**1,941**	1,707
At 31 Dec	**32,367**	40,917

In 2018, US$30.3 million (2017: US$25 million) was charged to 'General and administrative expenses' in respect of lease agreements related to minimum lease payments.

Finance lease receivables

The group leases a variety of assets to third parties under finance leases. At the end of lease terms, assets may be sold to third parties or leased for further terms. Rentals are calculated to recover the cost of assets less their residual value, and earn finance income.

	2018			2017		
	Total future minimum payments	**Unearned finance income**	**Present value**	Total future minimum payments	Unearned finance income	Present value
	US$000	**US$000**	**US$000**	US$000	US$000	US$000
Lease receivables:						
– no later than one year	**129,773**	**(2,463)**	**127,310**	135,247	(1,975)	133,272
– later than one year and no later than five years	**56,035**	**(4,397)**	**51,638**	15,869	(6,284)	9,585
– later than five years	**25,386**	**(5,594)**	**19,792**	69,748	(2,732)	67,016
At 31 Dec	**211,194**	**(12,454)**	**198,740**	220,864	(10,991)	209,873

34 Legal proceedings and regulatory matters

The group is party to legal proceedings and regulatory matters in a number of jurisdictions arising out of its normal business operations. Apart from the matters described below, the group considers that none of these matters are material. The recognition of provisions is determined in accordance with the accounting policies set out in Note 2 of the group's Annual Report and Accounts 2018. While the outcome of legal proceedings and regulatory matters is inherently uncertain, management believes that, based on the information available to it, appropriate provisions have been made in respect of these matters as at 31 December 2018. Where an individual provision is material, the fact that a provision has been made is stated and quantified, except to the extent doing so would be seriously prejudicial. Any provision recognised does not constitute an admission of wrongdoing or legal liability. It is not practicable to provide an aggregate estimate of potential liability for our legal proceedings and regulatory matters as a class of contingent liabilities.

Anti-money laundering and sanctions-related

(Matters relevant to the group as a subsidiary of HSBC operating in the Middle East)

In October 2010, HSBC Bank USA entered into a consent cease-and-desist order with the Office of the Comptroller of the Currency (the 'OCC'), and HSBC North America Holdings Inc. ('HNAH') entered into a consent order with the Federal Reserve Board (the 'FRB') (each an 'Order' and together, the 'Orders'). These Orders required improvements to establish an effective compliance risk management programme across HSBC's US businesses, including risk management related to the Bank Secrecy Act ('BSA') and anti-money laundering ('AML') compliance. In 2012, an additional consent order was entered into with the OCC that required HSBC Bank USA to correct the circumstances noted in the OCC's report and imposed restrictions on HSBC Bank USA acquiring control of, or holding an interest in, any new financial subsidiary, or commencing a new activity in its existing financial subsidiary, without the OCC's approval. Between June and September 2018, the OCC and FRB terminated each of these Orders having determined that HSBC had satisfied their requirements.

In December 2012, among other agreements, HSBC Holdings entered into an agreement with the Office of Foreign Assets Control ('OFAC') regarding historical transactions involving parties subject to OFAC sanctions, consented to a cease-and-desist order with the FRB, entered into a 5 year deferred prosecution agreement with, among others, the US Department of Justice (the "US DPA") and agreed to an undertaking with the UK FCA to comply with certain forward-looking AML and sanctions-related obligations and to retain an independent compliance monitor to produce annual assessments of the Group's AML and sanctions compliance programme

(the "Independent Consultant"). In February 2018, the Independent Consultant delivered his fourth annual follow-up review report and the fifth annual follow-up review report is expected to be delivered in February 2019. The Independent Consultant will continue working in his capacity as a skilled person and independent consultant for a period of time at the FCA's and FRB's discretion.

Through his country-level reviews, the Independent Consultant identified potential anti-money laundering and sanctions compliance issues that HSBC is reviewing further with the FRB and/or FCA. In December 2017, the US DPA expired and the charges deferred by the US DPA were dismissed. Additionally, HSBC is the subject of other ongoing investigations and reviews by the DoJ and HSBC Bank plc is the subject of an investigation by the FCA into its compliance with UK money laundering regulations and financial crime systems and controls requirements.

These settlements with US and UK authorities have led to private litigation, and do not preclude further private litigation related to HSBC's compliance with applicable BSA, AML and sanctions laws or other regulatory or law enforcement actions for BSA, AML, sanctions or other matters not covered by the various agreements.

In November 2014, a complaint was filed in the US District Court for the Eastern District of New York on behalf of representatives of US persons alleged to have been killed or injured in Iraq between April 2004 and November 2011 ("ATA Case 1"). The complaint was filed against HSBC Holdings, HSBC Bank plc, HSBC Bank USA and HSBC Bank Middle East Limited, as well as other non-HSBC banks and the Islamic Republic of Iran. The plaintiffs allege that the defendants violated the US Anti-Terrorism Act ('US ATA') by altering or falsifying payment messages involving Iran, Iranian parties and Iranian banks for transactions processed through the US. The defendants filed a Motion to Dismiss in May 2015 and an amended Motion to Dismiss in September 2017, following the filing by the Plaintiffs of a Second Amended Complaint in July 2017. In July 2017, the various motions before the Court were referred for review and for the issuance of a judicial report and recommendations, which was issued in July 2018, and which concluded that the New York District Court should deny the defendants' motion to dismiss. The defendants have challenged this conclusion. The future of ATA Case 1 remains under the consideration of the judge and the motion to dismiss filed by the HSBC defendants, including the group remains pending before the court,

In November 2017, a complaint was filed in the Southern District of New York on behalf of representatives of US soldiers killed or injured whilst serving in Iraq ("ATA Case 2"). The complaint was filed against HSBC Holdings plc, HSBC Bank plc, HSBC Bank Middle East Limited, HSBC Bank USA, N.A, HSBC North America Holdings Inc. and other non-HSBC Banks. The plaintiffs allege that the HSBC defendants violated the US ATA by altering or falsifying payment messages involving Iran, Iranian parties and Iranian banks for transactions processed through the US and also allege breaches of US Justice Against Sponsors of Terrorism Act ('JASTA'). The HSBC defendants in ATA Case 2, including the group have filed a Motion to Dismiss, which is currently pending before the Court.

In December 2018, three new cases and two cases relating to existing actions were filed in the New York District Court against the group and various HSBC companies, prompted by an expiry of the statute of limitations which applies to such ATA related claims (the "New ATA Cases"). These New ATA Cases are at a very early stage.

Based on the facts currently known, it is not practicable at this time for HSBC to predict the resolution of ATA Case 1, ATA Case 2 or the New ATA Cases, including the timing or any possible impact on HSBC, which could be significant.

Foreign exchange rate investigations and litigation

Various regulators and competition and law enforcement authorities around the world, including in the EU, Switzerland, Brazil and South Africa, are conducting civil and criminal investigations and reviews into trading by HSBC and others on the foreign exchange markets. HSBC is cooperating with these investigations and reviews and settlements relevant to the group are detailed below.

In September 2017, HBSC Holdings and HNAH consented to a civil money penalty order with the FRB in connection with its investigation into HSBC's historic foreign exchange activities. Under the terms of the order, HSBC Holdings and HNAH agreed to pay a civil money penalty of US$175 million to the FRB.

In January 2018, HSBC Holdings entered into a three-year deferred prosecution agreement with the Criminal Fraud Division of the DoJ, regarding fraudulent conduct in connection with two particular transactions in 2010 and 2011. This concluded the DoJ's investigation into HSBC's historical foreign exchange activities. Under the terms of the FX DPA, HSBC has a number of ongoing obligations, including continuing to cooperate with authorities and implementing enhancements to its internal controls and procedures in its Global Markets business, which will be the subject of annual reports to the DoJ. In addition, HSBC agreed to pay a financial penalty and restitution.

There are many factors that may affect the range of outcomes, and the resulting financial impact, of these matters, which could be significant.

35 Related party transactions

The ultimate parent company of the group is HSBC Holdings plc, which is incorporated in England.

Copies of the HSBC Holdings plc financial statements may be obtained from the following address:

HSBC Holdings plc

8 Canada Square

London

E14 5HQ

Related parties of the group include the parent, fellow subsidiaries, associates, joint ventures, post-employment benefit plans for HSBC employees, Key Management Personnel as defined by IAS 24 'Related Party Disclosures', close family members of Key Management Personnel and entities which are controlled, jointly controlled or significantly influenced by Key Management Personnel or their close family members. Key Management Personnel are defined as those persons having authority and responsibility for planning, directing and controlling the activities of HSBC Bank Middle East Limited and the group and includes members of the Boards of Directors of HSBC Bank Middle East Limited.

Particulars of transactions with related parties are tabulated below. The disclosure of the year-end balance and the highest amounts outstanding during the year is considered to be the most meaningful information to represent the amount of the transactions and outstanding balances during the year.

Key Management Personnel

The emoluments of a number of the Key Management Personnel are paid by other HSBC Group companies who make no recharge to the group. The Directors are also Directors of a number of other HSBC Group companies and it is not possible to make a reasonable apportionment of their emoluments in respect of each of the companies. Accordingly, no emoluments in respect of the Directors paid by other HSBC Group companies and applicable to the group has been included in the following disclosure.

Transactions, arrangements and agreements including Key Management Personnel

Compensation of Key Management Personnel

	2018	2017
	US$000	US$000
Remuneration (wages and bonus)	**6,307**	6,516
Post-employment benefits	**290**	231
Share-based payments	**2,049**	2,357
Year ended 31 Dec	**8,646**	9,104

The table below sets out transactions which fall to be disclosed under IAS 24 between the group and the Key Management Personnel of both the bank and its parent company, HSBC Holdings plc, and their connected persons or controlled companies.

Transactions and balances during the year with Key Management Personnel

		2018		2017	
		Balance at 31 Dec	**Highest amounts outstanding during year**	Balance at 31 Dec	Highest amounts outstanding during year
	Footnotes	**US$000**	**US$000**	US$000	US$000
Key Management Personnel	*1*				
Loans		**835**	**855**	861	1,239
Credit cards		**8**	**35**	271	271

1 *Includes Key Management Personnel, close family members of Key Management Personnel and entities that are controlled or jointly controlled by Key Management Personnel or their close family members.*

The above transactions were made in the ordinary course of business and on substantially the same terms, including interest rates and security, as for comparable transactions with persons of a similar standing or, where applicable, with other employees. The transactions did not involve more than the normal risk of repayment or present other unfavourable features.

Transactions with other related parties

Associates

Transactions and balances during the year with associates

	2018		2017	
	Highest balance during the year	**Balance at 31 Dec**	Highest balance during the year	Balance at 31 Dec
	US$000	**US$000**	US$000	US$000
Amounts due from associates	**—**	**—**	—	—
Amounts due to associates	**1,279**	**1,279**	1,088	1,088

The above outstanding balances arose in the ordinary course of business and on substantially the same terms, including interest rates and security, as for comparable transactions with third-party counterparties.

Transactions of the group with HSBC Holdings plc and fellow subsidiaries of HSBC Holdings plc

Transactions detailed below include amounts due to/from HSBC Holdings plc

	2018		2017	
	Highest balance during the year	**Balance at 31 Dec**	Highest balance during the year	Balance at 31 Dec
	US$000	**US$000**	US$000	US$000
Assets				
Loans and advances to customers	**2,463**	**1,413**	1,400	1,021
Liabilities				
Customer accounts	**9,692**	**3,433**	9,069	7,362

	For the year ended 31 Dec 2018	For the year ended 31 Dec 2017
	US$000	US$000
Income statement		
Fee expense	**—**	—
Other operating income	**1,618**	884
General and administrative expenses	**21,082**	18,885

Transactions detailed below include amounts due to/from fellow subsidiaries of HSBC Holdings plc

	2018		2017	
	Highest balance during the year	**Balance at 31 Dec**	Highest balance during the year	Balance at 31 Dec
	US$000	**US$000**	US$000	US$000
Assets				
Trading assets	**870,540**	**37,596**	279,991	53,231
Derivatives	**904,772**	**648,869**	741,414	681,295
Loans and advances to banks (including reverse repos)	**2,237,126**	**949,901**	2,318,277	2,114,401
Financial investments	**–**	**–**	61,346	59,630
Liabilities				
Trading liabilities	**199,984**	**2,242**	217,003	6,457
Deposits by banks	**1,661,620**	**482,541**	2,846,052	1,614,023
Derivatives	**930,712**	**863,808**	1,250,075	783,896
Subordinated amounts due	**950,000**	**950,000**	950,000	950,000
Off-balance sheet				
Guarantees	**3,231,514**	**2,836,474**	2,626,646	2,626,646
Documentary credit and short-term trade-related transactions	**179,904**	**130,983**	108,402	75,909

	For the year ended 31 Dec 2018	For the year ended 31 Dec 2017
	US$000	US$000
Income Statement		
Interest income	**2,238**	5,317
Interest expense	**68,572**	63,506
Fee income	**63,706**	61,716
Fee expense	**18,508**	21,142
Other operating income	**77,070**	46,304
General and administrative expenses	**143,395**	111,407

The above outstanding balances arose in the ordinary course of business and on substantially the same terms, including interest rates and security, as for comparable transactions with third-party counterparties.

Transactions between HSBC Bank Middle East Limited and its subsidiaries

Transactions detailed below include amounts due to/from HSBC Bank Middle East Limited and its subsidiaries

	2018		2017	
	Highest balance during the year	**Balance at 31 Dec**	Highest balance during the year	Balance at 31 Dec
	US$000	**US$000**	US$000	US$000
Assets				
Loans and advances to customers	**6,369**	**1,888**	300,347	5,535
Liabilities				
Customer accounts	**49,015**	**26,168**	49,015	49,015

The above outstanding balances arose in the ordinary course of business and on substantially the same terms, including interest rates and security, as for comparable transactions with third-party counterparties.

36 Events after the balance sheet date

A second interim dividend for 2018 of US$ 0.1074 per ordinary share (a distribution of US$100 million) was declared by the Directors on 12 February 2019.

These accounts were approved by the Board of Directors on 19 February 2019 and authorised for issue.

HSBC Bank Middle East Limited

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DIFC, PO Box 502601, Dubai, UAE

Middle East Management Office

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Downtown
P O Box 66
Dubai
United Arab Emirates

ALGERIA

El Mohammadia branch
Hydra branch
Oran branch

BAHRAIN

Seef – Main Branch
Adliya
Manama – Batelco Building
Sanad

KUWAIT

Kuwait City – Sharq Area

QATAR

Doha – Airport Road (Main Branch)
Doha – City Centre
Doha – Salwa Road

UNITED ARAB EMIRATES

Abu Dhabi – Old Airport Road
Dubai – Deira Al Muraqqabat
Dubai – Bur Dubai
Dubai – Jumeirah
Jebel Ali – Free Trade Zone
Fujairah – Hamad Bin Abdulla St
Ras Al Khaimah – Al Dhait
Sharjah – King Faisal Road
7 Customer Service Units and 2 Management Offices

Principal Subsidiary Companies

HSBC Financial Services (Middle East) Limited
HSBC Middle East Securities LLC
HSBC Middle East Finance Company Limited
HSBC Insurance Services (Lebanon) S.A.L.
HSBC Bank Middle East Representative Office Morocco S.A.R.L.

Associated Companies

MENA Infrastructure Fund (GP) Limited

Special Connections With These Members Of The HSBC Group

HSBC Bank Oman S.A.O.G.
HSBC Bank Egypt S.A.E.
HSBC Bank International Limited
HSBC Securities (Egypt) S.A.E.
HSBC Electronic Data Service Delivery (Egypt) S.A.E.
HSBC Saudi Arabia Limited
The Saudi British Bank
HSBC Private Bank (Suisse) SA (DIFC Branch)
HSBC Middle East Leasing Partnership
HSBC Bank A.S.

HSBC BANK MIDDLE EAST LIMITED
Incorporated in the Dubai International Financial Centre number – 2199
Regulated by the Dubai Financial Services Authority.

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