

## FINAL TERMS DATED AUGUST 10, 2010

### CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

*(incorporated under the laws of France)*

Programme for the Issuance of Warrants and Certificates

#### Issue of 2,000 Certificates

#### PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated July 21, 2010 and any supplement thereto which together constitute a base prospectus for the purposes of the Directive 2003/71/EC (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Certificates described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus as so supplemented. Full information on Credit Agricole CIB Financial Products (Guernsey) Limited and Crédit Agricole Corporate and Investment Bank (the “**Issuer**”) and the offer of the Certificates is only available on the basis of the combination of these Final Terms and the Base Prospectus as so supplemented. The Base Prospectus is available for viewing on the Luxembourg Stock Exchange website ([www.bourse.lu](http://www.bourse.lu)) and at the registered office of Crédit Agricole Corporate and Investment Bank and at the specified office of the Certificate Agents.

References herein to numbered Conditions are to the terms and conditions of the relevant series of Certificates and words and expressions defined in such terms and conditions shall bear the same meaning in this Final Terms in so far as it relates to such series of Certificates, save as where otherwise expressly provided.

**The particulars to be specified in relation to this Series are as follows:**

#### GENERAL PROVISIONS

1	Issuer:	<b>Credit Agricole CIB Financial Products (Guernsey) Limited</b>
2	Guarantor:	<b>Crédit Agricole Corporate and Investment Bank</b>
3	Dealer:	Not Applicable
4	Series number of the Certificates:	600
5	Tranche number of the Series	1
6	If Certificates to be consolidated with certificates of existing series:	No
7	Aggregate Number of Certificates in the Series:	2,000 Certificates of EUR 50,000 each
8	Aggregate Number of Certificates in the Tranche:	2,000 Certificates of EUR 50,000 each
9	Description of the Certificates:	Share Linked Certificates
10	Issue Date:	August 10, 2010

<b>11</b>	Issue Price:	EUR 50,000 per 1 Certificate of EUR 50,000
<b>12</b>	Nominal Amount:	EUR 100,000,000
<b>13</b>	Minimum Trading Lot:	1 Certificate of EUR 50,000

#### PROVISIONS RELATING TO INTEREST

<b>14</b>	Interest Payment Dates:	Not Applicable
<b>15</b>	Interest Rate:	Not Applicable
<b>16</b>	Fixed Rate Provisions	Not Applicable
<b>17</b>	Floating Rate Provisions	Not Applicable
<b>18</b>	Interest Linked to Indices, Shares, Commodities, Debt, Currency, Interest Rate/Other	Not Applicable
<b>19</b>	Conditional Interest	Not Applicable

#### PROVISIONS RELATING TO REDEMPTION

<b>20</b>	Method of Settlement:	Cash Settled Certificates
<b>21</b>	Certificateholder entitled to elect for cash settlement or physical delivery:	No
<b>22</b>	Redemption Date:	August 12, 2013.
<b>23</b>	Averaging:	Not Applicable
<b>24</b>	Cash Settled Certificates:	Not Applicable
<b>25</b>	Automatic Early Redemption:	Not Applicable

#### ISSUER CALL OPTION IN RESPECT OF CERTIFICATES

<b>26</b>	Issuer Call Option	Not Applicable
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HOLDER PUT OPTION IN RESPECT OF CERTIFICATES

27	Certificateholder Put Option	Not Applicable
28	Physical Delivery Certificates:	Not Applicable
29	Issuer's Option to Vary Settlement:	Condition 5(n) ( <i>Issuer's Option to Vary Settlement</i> ) is not applicable
30	FX Disruption:	Condition 5(o) ( <i>FX Disruption</i> ) is not applicable
31	Restrictions:	Condition 5(r) ( <i>Restrictions</i> ) is not applicable
32	Index Linked Certificates:	Not Applicable
33	Share Linked Certificates:	<p><b>Applicable</b></p> <p><u>Where:</u></p> <p><b>Exchange Business Day:</b> means Exchange Business Day (Per Share Basis), as defined in the <i>Section 2/ Adjustment to the Share Linked Certificates</i> of the Appendix</p> <p><b>Scheduled Trading Day:</b> means Scheduled Trading Day (Per Share Basis) as defined in the <i>Section 2/ Adjustment to the Share Linked Certificates</i> of the Appendix</p> <p><b><u>See Appendix for further details</u></b></p>
34	Dividends:	Condition 16(c) ( <i>Dividends</i> ) is not applicable
35	Commodity Linked Certificates:	Not Applicable
36	Debt Linked Certificates:	Not Applicable
37	Currency Linked Certificates:	Not Applicable
38	Interest Rate Linked Certificate:	Not Applicable
39	Perpetual Certificates	Not Applicable
40	Leveraged Certificates	Not Applicable
41	Business Day relating to the payment of the Certificates:	TARGET
42	Relevant Clearing System(s):	Euroclear France
43	Calculation Agent:	Crédit Agricole Corporate and Investment Bank
44	Related Exchange:	See Appendix
45	Other conditions relating to Currency Linked Certificates, Debt Linked Certificates, Interest Rate Linked Certificates, Fund Linked Certificates and other certificates linked to any other underlying asset:	Not Applicable
46	Rule 144A eligible:	Not Applicable

<b>47</b>	Details of the applicable type of US Selling Restrictions:	Not applicable  The Certificates cannot at any time be offered, sold, resold or delivered, directly or indirectly in the United States or to, or for the account or benefit of, any US Person.
<b>48</b>	Details of the relevant US selling restrictions certification required for the Asset Transfer Notice:	Not Applicable
<b>49</b>	Details of any additional selling restrictions:	Not Applicable
<b>50</b>	Form of Certificates:	Permanent Global Certificate Bearer Certificates
<b>51</b>	ISIN:	GG 00B53S7711
<b>52</b>	Common Code:	053187315
<b>53</b>	CUSIP:	Not Applicable
<b>54</b>	Listing:	Not Applicable
<b>55</b>	Principal Certificate Agent	Credit Agricole Corporate and Investment Bank
<b>56</b>	Swedish CSD	Not Applicable
<b>57</b>	Swedish Issuing Agent	Not Applicable
<b>58</b>	Norwegian CSD	Not Applicable
<b>59</b>	Norwegian Issuing Agent	Not Applicable
<b>60</b>	Italian CSD:	Not Applicable
<b>61</b>	Italian Issuing Agent	Not Applicable

#### **PURPOSE OF FINAL TERMS**

These Final Terms comprise the Final Terms required for issue and admission to trading on Euronext Paris of the Certificates described herein pursuant to the programme for the Issue of Warrants and Certificates of Credit Agricole Corporate and Investment Bank and Credit Agricole CIB Financial Products (Guernsey) Limited and Credit Agricole CIB Finance (Guernsey) Limited.

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By



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Duly authorised

**Christophe LESIEUR**  
Deputy Head of Global Equity & Fund Derivatives



## PART B - OTHER INFORMATION

### 1 Listing and admission to Trading

Application has been made by the Issuer (or on its behalf) for the Certificates to be admitted to trading on Euronext Paris with effect from 10 August 2010.

### 2 Ratings

Not Applicable

### 3 Risk Factors

Not Applicable

### 4 Notification

Not Applicable

### 5 Interests of Natural and Legal Persons Involved in the Offer

“Save as discussed in “*Risk Factors*” in the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Securities has an interest material to the offer.”

### 6 Reasons for the Offer, Estimated Net Proceeds and Total Expenses

Reasons for the offer	For general corporate purposes of the Crédit Agricole Corporate and Investment Bank group of companies
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Estimated net proceeds:	EUR 100,000,000
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Estimated total expenses:	EUR 2,170
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### 7 Performance of Index/Formula/Other Variable, Explanation of Effect on Value of Investment and Associated Risks and Other Information concerning the Underlying

Not Applicable

### 8 Index Disclaimer

Not Applicable

### 9 Other Information concerning the Certificates to be admitted to trading

Not Applicable

### 10 Terms and Conditions of the Public Offer

Not Applicable

**APPENDIX**

**(This Appendix forms part of the Final Terms to which it is attached)**

**1/ FINAL REDEMPTION AMOUNT**

Unless previously redeemed or purchased and cancelled as specified in the Terms and Conditions of the Base Prospectus, the Final Redemption Amount payable by the Issuer on the Maturity Date upon redemption of each Certificate will be an amount in EUR calculated by the Calculation Agent in accordance with the following formula:

$$\text{EUR } 50,000 \times \left( \frac{\text{Basket}_{\text{Final}}}{\text{Basket}_{\text{Initial}}} \right)$$

Where:

“**Basket<sub>Final</sub>**” means the value of Basket<sub>t</sub>, determined by the Calculation Agent as of the Valuation Date<sub>Final</sub>.

Where:

“**Basket<sub>t</sub>**” means, in respect of any Exchange Business Day<sub>t</sub>, the value of the Basket, as calculated by the Calculation Agent in accordance with the following formula:

$$\text{Basket}_{t-1} \times \left( \frac{\sum_{j=1}^{25} Q_t^j \times \text{Share}_t^j / \text{FX}_t^j}{\sum_{j=1}^{25} Q_{t-1}^j \times \text{Share}_{t-1}^j / \text{FX}_{t-1}^j} - 0.30\% \times \frac{\text{Act}_{t-1,t}}{360} \right)$$

Where:

“**Basket**” means, at the Issue Date, a basket composed of each Share<sup>j</sup> listed under the table below, (subject to adjustments pursuant to Annex 2 – *Additional Terms and Conditions for Equity Linked Notes*):

Share <sup>j</sup>	Issuing Companies	Bloomberg code	Stock Exchange	Related Exchange	ISIN code	Weighting w <sub>0</sub> <sup>j</sup>	Currency <sup>j</sup>	WT <sub>0</sub> <sup>j</sup>
Share <sup>1</sup>	ERICSSON LM-B SHS	ERICB SS	Stockholm Stock Exchange	EUREX	SE0000108656	4%	SEK	30%
Share <sup>2</sup>	EADS N.V	EAD FP	Euronext Paris S.A	LIFFE	NL0000235190	4%	EUR	25%

Share <sup>3</sup>	SAFRAN S.A	SAF FP	Euronext Paris S.A	LIFFE	FR000073272	4%	EUR	25%
Share <sup>4</sup>	ST MICROELECTRONICS NV	STM FP	Euronext Paris S.A	LIFFE	NL0000226223	4%	EUR	25%
Share <sup>5</sup>	VALLOUREC	VK FP	Euronext Paris S.A	LIFFE	FR0000120354	4%	EUR	25%
Share <sup>6</sup>	K+S AG	SDF GY	Xetra	EUREX	DE0007162000	4%	EUR	26.375%
Share <sup>7</sup>	ROLLS ROYCE GROUP PLC	RR/LN	London Stock Exchange	LIFFE	GB032836487	4%	GBP	0%
Share <sup>8</sup>	INFINEON TECHNOLOGIES AG	IFX GY	Xetra	EUREX	DE0006231004	4%	EUR	26.375%
Share <sup>9</sup>	LUXOTTICA GROUP SPA	LUX IM	Italian Stock Exchange	EUREX	IT0001479374	4%	EUR	27%
Share <sup>10</sup>	BASF SE	BAS GY	Xetra	EUREX	DE0005151005	4%	EUR	26.375%
Share <sup>11</sup>	DAIMLER AG REGISTERED SHARES	DAI GY	Xetra	EUREX	DE0007100000	4%	EUR	26.375%
Share <sup>12</sup>	BAYERISCHE MOTOREN WERKE AG	BMW GY	Xetra	EUREX	DE0005190003	4%	EUR	26.375%
Share <sup>13</sup>	SAIPEM SPA	SPM IM	Italian Stock Exchange	EUREX	IT0000068525	4%	EUR	27%
Share <sup>14</sup>	FINMECCANICA SPA	FNC IM	Italian Stock Exchange	EUREX	IT0003856405	4%	EUR	27%
Share <sup>15</sup>	SIEMENS AG REG	SIE GY	Xetra	EUREX	DE0007236101	4%	EUR	26.375%
Share <sup>16</sup>	THALES SA	HO FP	Euronext Paris S.A	LIFFE	FR0000121329	4%	EUR	25%
Share <sup>17</sup>	DEUTSCHE BANK AG REGISTERED	DBK GY	Xetra	EUREX	DE0005140008	4%	EUR	26.375%
Share <sup>18</sup>	GIVAUDAN REG	GIVN VX	Virt-X	EUREX	CH0010645932	4%	EUR	35%
Share <sup>19</sup>	AEGON NV	AGN NA	Euronext Amsterdam NV	LIFFE	NL0000303709	4%	EUR	15%
Share <sup>20</sup>	HOCHTIEF AG	HOT GY	Xetra	EUREX	DE0006070006	4%	EUR	26.375%
Share <sup>21</sup>	ENI SPA	ENI IM	Italian Stock Exchange	EUREX	IT0003132476	4%	EUR	27%
Share <sup>22</sup>	ZURICH FINANCIAL SERVICES AG	ZURN VX	Virt-X	EUREX	CH0011075394	4%	EUR	35%
Share <sup>23</sup>	LVMH MOET HENNESSY LOUIS VUITTON	MC FP	Euronext Paris S.A	LIFFE	FR0000121014	4%	CHF	25%
Share <sup>24</sup>	SAP AG	SAP GY	Xetra	EUREX	DE0007164600	4%	EUR	26.375%
Share <sup>25</sup>	HANNOVER RUECKVER SICHERU REG	HNR1 GY	Xetra	EUREX	DE0008402215	4%	EUR	26.375%

“Act<sub>t-1,t</sub>” means, in respect of any Exchange Business Day<sub>t</sub>, the number of calendar days between the Exchange Business Day<sub>t-1</sub> (excluded) and such Exchange Business Day<sub>t</sub> (included).



"Share<sup>j</sup><sub>t</sub>" means, in respect of each Share<sup>j</sup> comprised in the Basket, the Share Price as determined by the Calculation Agent on the relevant Exchange as of the Valuation Time on each Exchange Business Day<sub>t</sub>,

"Currency<sup>j</sup>" means, in respect of each Share<sup>j</sup> comprised in the Basket, the currency of Share<sup>j</sup> and is specified in the table above

"Basket<sub>t-1</sub>" means, in respect of any Exchange Business Day<sub>t-1</sub>, the value of the Basket determined in accordance with the formula below the definition "Basket<sub>t</sub>", as of such date.

"FX<sup>j</sup><sub>t</sub>" means the exchange rate applicable to each Share<sup>j</sup>, determined by the Calculation Agent, on each Exchange Business Day<sub>t</sub>, in accordance with the following provisions:

- 1, if Currency<sup>j</sup> is Euro;
- The EUR/ Currency<sup>j</sup> exchange rate, which is the number of units of Currency<sup>j</sup> for one Euro published by the WM Company (www.wmcompany.com, Bloomberg page WMCO) (or if for any reason such rate is not available, the rate determined by the Calculation Agent in its good faith). if Currency<sup>j</sup> is not Euro.

being provided that on Valuation Date<sub>Initial</sub>,  $FX_t^j = FX_0^j$ .

"Q<sup>j</sup><sub>0</sub>" means, in respect of each Share<sup>j</sup> comprised in the Basket on Valuation Date<sub>Initial</sub>, the quantity of shares in the composition of the Basket on such Valuation Date<sub>Initial</sub>, determined by the Calculation Agent in accordance with the following formula:

$$Q_0^j = w_0^j \times \left( \frac{\text{Basket}_{\text{Initial}}}{\text{Share}_{\text{Initial}}^j / FX_0^j} \right)$$

"w<sup>j</sup><sub>0</sub>" means, in respect of each Share<sup>j</sup> comprised in the Basket, the weighting of such Share<sup>j</sup> (expressed as a percentage), as set out in the table under the definition of Basket above.

"Basket<sub>Initial</sub>" or "Basket<sub>0</sub>" means EUR 50,000.

"Share<sup>j</sup><sub>Initial</sub>" means, in respect of each Share<sup>j</sup> comprised in the Basket, the Share Price as determined by the Calculation Agent on the relevant Exchange as of the Valuation Time on Valuation Date<sub>Initial</sub>.

"Q<sup>j</sup><sub>t</sub>" means, in respect of each Share<sup>j</sup> comprised in the Basket on any Exchange Business Day<sub>t</sub>, the quantity of Share<sup>j</sup> in the composition of the Basket on such Exchange Business Day, determined by the Calculation Agent in accordance with the following provisions:

- if the relevant Exchange Business Day<sub>t</sub> is an ex dividend date (i.e a date during the Dividend Period from which the Dividends are going ex and the holders are entitled to the Dividends), Q<sup>j</sup><sub>t</sub> will be determined in accordance with the following formula:

$$Q_t^j = Q_{t-1}^j \times \left[ 1 + \sum_{j=1}^{25} \frac{Q_{t-1}^j \times \text{Div}_t^j \times (1 - \text{WT}_t^j) / \text{FXD}_t^j}{\text{Basket}_{t-1}} \right]$$

- Otherwise,  $Q_t^j = Q_{t-1}^j$ ;

being provided that on Valuation Date<sub>Initial</sub>,  $Q_t^j = Q_0^j$ .

“ $\text{WT}_t^j$ ” means the withholding tax as published by MSCI applicable to each Share<sup>j</sup> on the relevant Exchange Business Day<sub>t</sub>.

“ $\text{WT}_0^j$ ” means the withholding tax applicable to each Share<sup>j</sup> on Valuation Date<sub>Initial</sub> and is specified in the table above.

“ $\text{FXD}_t^j$ ” means the applicable exchange rate applicable to  $\text{Div}_t^j$ , equal to:

- 1, if the currency of the relevant  $\text{Div}_t^j$  is Euro;
- The  $\text{EUR}/\text{DivCurrency}_t^j$  exchange rate, which is the number of units of  $\text{DivCurrency}_t^j$  for one Euro published by the WM Company ([www.wmcompany.com](http://www.wmcompany.com), Bloomberg page WMCO) (or if for any reason such rate is not available, the rate determined by the Calculation Agent in its good faith), if  $\text{DivCurrency}_t^j$  is not Euro.

“ $\text{Div}_t^j$ ” means, in respect of each Share<sup>j</sup> comprised in the Basket and any Exchange Business Day<sub>t</sub> in the Dividend Period

“ $\text{DivCurrency}_t^j$ ” means, in respect of each Share<sup>j</sup> comprised in the Basket and any Exchange Business Day<sub>t</sub>, the currency of “ $\text{Div}_t^j$ ”

(a) 100% of any Declared Cash Dividend; and/or

(b) 100% of any Declared Cash Equivalent Dividend,

excluding any dividends (or portion of such dividends) that the Calculation Agent has taken into account pursuant to *Section 2/ adjustments to the Share Linked Certificate*, such that payment of a cash equivalent of such dividend would have the effect of accounting for such dividend (or portion of such dividends) more than once.

“**Declared Cash Dividend**” means the gross cash dividend per Share<sup>j</sup> as declared by the issuer of such Share<sup>j</sup> where the Ex-Dividend Date falls on any Exchange Business Day<sub>t</sub> during the Dividend Period, before the withholding or deduction of taxes at source by or on behalf of any applicable authority having power to tax in respect of such a dividend (an “**Applicable Authority**”), and shall exclude:

(a) any imputation or other credits, refunds or deductions granted by an Applicable Authority (together, the

“**Credits**”); and

(b) any taxes, credits, refunds or benefits imposed, withheld, assessed or levied on the Credits referred to in (a) above.

**"Declared Cash Equivalent Dividend"** means an amount per Share<sup>j</sup> equal to the gross cash value of any stock dividend (whether or not such stock dividend is comprised of shares that are not the ordinary shares of the issuer) declared by the issuer of such Share<sup>j</sup> where the Ex-Dividend Date falls on an Exchange Business Day<sub>t</sub> or, if no cash value is declared by the relevant issuer or is commercially impossible to realise, the cash value of such stock dividend as determined by the Calculation Agent, calculated by reference to the closing price of shares (as the case may be) comprising such stock dividend on the last trading day immediately preceding such Exchange Business Day<sub>t</sub>, taking into account (where such stock dividend consists of the Shares) any diluting effect on the theoretical value of the Shares resulting from such stock dividend).

If holders of record of Share<sup>j</sup> may elect between receiving a Declared Cash Dividend or a Declared Cash Equivalent Dividend, the dividend shall be deemed to be a Declared Cash Dividend.

**"Dividend Period"** means the period comprised from and including the Valuation Date<sub>Initial</sub> to and including the Valuation Date<sub>Final</sub>.

**"Ex-Dividend Date"** In respect of the Dividend Period the date that Share<sup>j</sup> is scheduled to commence trading ex-dividend on the primary exchange or quotation system for such Share<sup>j</sup>, as determined by the Calculation Agent.

**"Valuation Date<sub>Initial</sub>"** means August 10, 2010

**"Valuation Date<sub>Final</sub>"** means August 5, 2013

## 2/ ADJUSTMENT TO THE SHARE LINKED CERTIFICATES

### 1. Market Disruption

**Market Disruption Event** means, in relation to Certificates relating to a single Share or a basket of Shares, in respect of a Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent in its sole and absolute discretion, determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with Condition 10 of the Terms and Conditions, of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been, as the case may be, an Averaging Date, an Observation Date, a Knock-in Determination Day, a Knock-In Period Beginning Date, a Knock-In Period Ending Date, a Knock-out Determination Day, a Knock-Out Period Beginning Date, a Knock-Out Period Ending Date, an Automatic Early Redemption Valuation Date or a Valuation Date.

### 2. Potential Adjustment Events, Merger Event, Tender Offer, DeListing, Nationalisation and Insolvency

#### (a) Potential Adjustment Events

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

- (i) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event) or a free distribution or dividend (whether



ordinary or extraordinary) of any such Shares to existing holders by way of bonus, capitalisation or similar issue;

- (ii) a distribution, issue or dividend (whether ordinary or extraordinary) to existing holders of the relevant Shares of (a) such Shares or (b) other share capital or securities granting the right to payment of dividends (whether ordinary or extraordinary) and/or the proceeds of liquidation of the Basket Company or Share Company, as the case may be, equally or proportionately with such payments to holders of such Shares or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Basket Company or Share Company, as the case may be, as a result of a spin-off or other similar transaction or (d) any other type of securities, rights or certificates or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) a call by a Basket Company or Share Company, as the case may be, in respect of relevant Shares that are not fully paid;
- (iv) a repurchase by the Basket Company or its subsidiaries or Share Company or its subsidiaries, as the case may be, of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (v) in respect of a Basket Company or Share Company, as the case may be, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Basket Company or Share Company, as the case may be, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, certificates, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vi) any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

Following the declaration by the Basket Company or Share Company, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (i) make the corresponding adjustment, if any, to any relevant term(s) of the Certificates, as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and (ii) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange.

Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with Condition 10 of the Terms and Conditions, stating the



adjustment to any relevant term(s) of the Certificates and giving brief details of the Potential Adjustment Event.

(b) **Merger Event, Tender Offer, De-Listing, Nationalisation and Insolvency (each an Extraordinary Event)**

**De-Listing** means, in respect of any relevant Shares, the Exchange announces that pursuant to the rules of such Exchange, such Shares 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 a member state of the European Union).

**Insolvency** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Basket Company or Share Company, as the case may be, (i) all the Shares of that Basket Company or Share Company, as the case may be, are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the Shares of that Basket Company or Share Company, as the case may be, become legally prohibited from transferring them.

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

**Merger Event** means, in respect of any relevant Shares, any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of a Basket Company or Share Company, as the case may be, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Basket Company or Share Company, as the case may be, is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Basket Company or Share Company, as the case may be, that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Basket Company or its subsidiaries or the Share Company or its subsidiaries, as the case may be, with or into another entity in which the Basket Company or Share Company, as the case may be, is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Merger Date is on or before (a) in the case of Settlement by way of Cash, the last occurring Valuation Date or where Averaging is specified in the applicable Final Terms, the final Averaging Date or (b) in the case of Physical Delivery Certificates, the relevant Maturity Date.

**Nationalisation** means that all the Shares or all or substantially all the assets of the Basket Company or Share Company, as the case may be, are nationalised,



expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

**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 50 per cent. and less than 100 per cent. (the **Percentage Range**) of the outstanding voting shares of the Basket Company or Share Company, as the case may be, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**Tender Offer Date** means, in respect of a Tender Offer, the date on which the voting shares in the amount of the Percentage Range are actually purchased or otherwise obtained, as determined by the Calculation Agent.

If an Extraordinary Event occurs in relation to a Share, the Issuer in its sole and absolute discretion may take, if applicable, any of the actions described in (i), (ii), (iii), (iv) (v) or (vi) below:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any relevant term(s) of the Certificates to account for the Merger Event, Tender Offer, De-Listing, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Certificates. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the Merger Event, Tender Offer, De-Listing, Nationalisation or Insolvency made by any options exchange to options on the Shares traded on that options exchange; or
- (ii) in the case of Equity linked Certificates relating to a basket of Shares redeem the Certificates in part by giving notice to Certificateholders in accordance with Condition 10 of the Terms and Conditions. If the Certificates are so redeemed in part, the portion of each Certificate representing the Share(s) affected by the Extraordinary Event(the "Affected Share(s)") shall be redeemed (the **Redeemed Amount**) and the Issuer will (i) pay to each Certificateholder in respect of each Certificate held by him an amount equal to the fair market value of the Redeemed Amount, taking into account the Extraordinary Event, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion; and (ii) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any relevant term(s) of the Certificates to account for such redemption in part. For the avoidance of doubt the remaining part of each Certificate after such cancellation and adjustment shall remain outstanding with full force and effect. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with Condition 10 of the Terms and Conditions;
- (iii) by giving notice to Certificateholders in accordance with Condition 10 of the Terms and Conditions, redeem all but not some only of the

Certificates, each Certificate being redeemed by payment of an amount equal to the fair market value of a Certificate taking into account the relevant Extraordinary Event(s), less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with Condition 10 of the Terms and Conditions;

- (iv) require the Calculation Agent to calculate the fair market value of each Certificate taking into account the relevant Extraordinary Event(s) less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the **Calculated Amount**) as soon as practicable following the occurrence of the Extraordinary Event (the **Calculated Amount Determination Date**) and on the Maturity Date the Issuer shall redeem each Certificate at an amount calculated by the Calculation Agent equal to (x) the Calculated Amount plus interest accrued from and including the Calculated Amount Determination Date to but excluding the Maturity Date at a rate determined by the Calculation Agent in its sole and absolute discretion or (y) if greater, its nominal amount;
- (v) following the adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the **Options Exchange**), require the Calculation Agent to make a corresponding adjustment to any relevant term(s) of the Certificates, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any relevant term(s) of the Certificates as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary Event(s) that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; or
- (vi) on or after the relevant Merger Date, Tender Offer Date, or the date of the Nationalisation, Insolvency or De-Listing (as the case may be), require the Calculation Agent to adjust the basket of Shares by including a share selected by it in accordance with the criteria for share selection set out below (the **Substitute Shares**) in place of the Affected Share(s) and the Substitute Shares will be deemed to be **Shares** and the relevant issuer of such shares, a **Share Company** or a **Basket Company** for the purposes of the Certificates, and the Calculation Agent will make such adjustment, if any, to any relevant term(s) of the Certificates as the Calculation Agent in its sole and absolute discretion determines appropriate.

Such substitution and the relevant adjustment to the basket of Shares will be deemed to be effective as of the date selected by the Calculation Agent (the **Substitution Date**) in its sole and absolute discretion and specified in the notice referred to in sub-paragraph (c) below which may, but need not, be the Merger Date or Tender Offer Date or the date of the Nationalisation, Insolvency or De-Listing, as applicable.



The weighting of each Substitute Share will be equal to the Weighting of the relevant Affected Share.

In order to be selected as a Substitute Share, the relevant share must be a share which, in the sole and absolute discretion of the Calculation Agent:

1. is not already comprised in the basket of Shares;
  2. the relevant issuer in respect of which belongs to a similar economic sector as the Share Company or Basket Company in respect of the Affected Share; and
  3. the relevant issuer in respect of which is of comparable market capitalisation, international standing and exposure as the Share Company or Basket Company in respect of the Affected Share.
- (c) Upon the occurrence of an Extraordinary Event, the Issuer shall give notice as soon as practicable to the Certificateholders in accordance with Condition 10 of the Terms and Conditions stating the occurrence of the Merger Event, Tender Offer, De-Listing, Nationalisation or Insolvency, as the case may be, giving details thereof and the action proposed to be taken in relation thereto, including, in the case of a Share Substitution, the identity of the Substitute Shares and the Substitution Date.

### 3. Correction of Share Price

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Certificates calculated by reference to the price of a Share, if the price of relevant Share published on a given day and used or to be used by the Calculation Agent to make any determination under the Certificates, is subsequently corrected and the correction published by the relevant, the price to be used shall be the price of the relevant Share as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Certificates calculated by reference to the price of a Share will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

### 4. Additional Disruption Events

- (a) **Additional Disruption Event** means any of Change in Law, Failure to Deliver, Hedging Disruption, Increased Cost of Hedging, Insolvency Filing.
- (b) If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action, if applicable, described in (i), (ii) or (iii) below:
- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any relevant term(s) of the Certificates to account for such Additional Disruption Event and determine the effective date of that adjustment; or
  - (ii) redeem the Certificates by giving notice to Certificateholders in accordance with Condition 10 of the Terms and Conditions. If the Certificates are so redeemed, the Issuer will pay an amount to each Certificateholders in respect of each Certificate held by him which amount shall be the fair market value of a Certificate taking into account



the Additional Disruption Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with Condition 10 of the Terms and Conditions; or

- (iii) require the Calculation Agent to calculate the fair market value of each Certificate taking into account the Additional Disruption Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the **Calculated Additional Disruption Amount**) as soon as practicable following the occurrence of the Additional Disruption Event (the **Calculated Additional Disruption Amount Determination Date**) and on the Maturity Date the Issuer shall redeem each Certificate at an amount calculated by the Calculation Agent equal to (x) the Calculated Additional Disruption Amount plus interest accrued from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Maturity Date at a rate determined by the Calculation Agent in its sole and absolute discretion or (y) if greater its nominal amount.
- (c) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Certificateholders in accordance with Condition 10 of the Terms and Conditions stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto.

## 5. **Knock-in Event and Knock-out Event**

If **Knock-in Event** is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, payment and/or delivery under the relevant Certificates subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

If **Knock-out Event** is specified as applicable in the Final Terms, then unless otherwise specified in such Final Terms payment and/or delivery under the relevant Certificates subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one hour period that begins and/or ends at the Valuation Time the price of the Share triggers the Knock-in Price or the Knock-out Price, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins and/or ends at the time on which the price of the Share triggers the Knock-in Price or the Knock-out Price, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

Unless otherwise specified in the applicable Final Terms:

**Knock-in Determination Day** means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-in Determination Period; if any such date is a Disrupted Day, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Knock-in Determination Day".

**Knock-in Determination Period** means the period which commences on the Knock-in Period Beginning Date and ends on the Knock-in Period Ending Date.

**Knock-in Event** means the event specified as such in the applicable Final Terms.

**Knock-in Period Beginning Date** means the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day; if such day is a Disrupted Day, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Knock-in Period Beginning Date".

**Knock-in Period Ending Date** means the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day; if such day is a Disrupted Day, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Knock-in Period Ending Date".

**Knock-in Price** means the price specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Equity linked Condition 2 above and as set forth in this Condition.

**Knock-in Valuation Time** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

**Knock-out Event** means the event specified as such in the applicable Final Terms.

**Knock-out Determination Day** means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-out Determination Period; if such day is a Disrupted Day, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Knock-Out Determination Day".

**Knock-out Determination Period** means the period which commences on the Knock-out Period Beginning Date and ends on the Knock-out Period Ending Date.

**Knock-out Period Beginning Date** means the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day; if such day is a Disrupted Day, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Knock-out Period Beginning Date".

**Knock-out Period Ending Date** means the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day; if such day is a Disrupted Day, then the corresponding provisions in the



definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Knock-out Period Ending Date".

**Knock-out Price** means the price specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Equity linked Condition 2 above and as set forth in this Condition.

**Knock-out Valuation Time** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

## 6. Automatic Early Redemption Event

If **Automatic Early Redemption Event** is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if the Automatic Early Redemption Event occurs, then the Certificates will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date and the Early Redemption Amount payable by the Issuer on such date upon redemption of each Certificate shall be an amount equal to the relevant Automatic Early Redemption Amount.

**Automatic Early Redemption Amount** means (a) an amount in the Specified Currency as specified in the applicable Final Terms or if such amount is not specified, (b) the product of (i) the denomination of each Certificate and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date."

Unless otherwise specified in the applicable Final Terms:

**Automatic Early Redemption Date** means each date specified as such in the applicable Final Terms.

**Automatic Early Redemption Event** means the event specified as such in the applicable Final Terms.

**Automatic Early Redemption Rate** means, in respect of an Automatic Early Redemption Amount, the rate specified as such in the applicable Final Terms.

**Automatic Early Redemption Valuation Date** means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Automatic Early Redemption Valuation Date".

## 7. Definitions

**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.

**Averaging Date** means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) if **Postponement** is specified as applying in the applicable Final Terms, the provisions of the definition of **Valuation Date** will apply for the 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; or
- (b) if **Modified Postponement** is specified as applying in the applicable Final Terms then:
  - (i) where the Certificates are Equity linked Certificates relating to a single share, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of **Valuation Date** below;
  - (ii) where the Certificates are Equity linked Certificates relating to a basket of Shares, the Averaging Date for each Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the **Scheduled Averaging Date**) and the Averaging Date for each Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Share. If the first succeeding Valid Date in relation to such Share has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that such Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of such Share, and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of **Valuation Date** below.

**Basket Company** means a company whose shares are included in the basket of Shares and **Basket Companies** means all such companies.

**Change in Law** means that, on or after (i) the Issue Date or (ii) the first Valuation Date, Averaging Date, Observation Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, (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 or the Guarantor (if applicable) determines in its sole and absolute discretion that it has become illegal to hold, acquire or dispose of any relevant Share.



**Clearance System** means the principal domestic clearance system customarily used for settling trades in the relevant Share.

**Clearance System Days** means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions.

**Disrupted Day** means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

**Early Closure** means the closure on any Exchange Business Day of relevant Exchange(s) 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.

**Exchange** means, in relation to a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

**Exchange Business Day** means the relevant Exchange Business Day specified in the applicable Final Terms. If no Exchange Business Day is specified as applying in the applicable Final Terms, Exchange Business Day (All Share Basis) shall be deemed to apply.

**Exchange Business Day (All Share Basis)** means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**Exchange Business Day (Per Share Basis)** means any Scheduled Trading Day on which the relevant Exchange and Related Exchange in respect of such Share is open for trading during its respective regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time.

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

**Failure to Deliver** means failure of the Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates to deliver, when due, the Equity Linked Physical Settlement Amount, where such failure to deliver is due to illiquidity in the market for such Shares.

**Hedging Disruption** means that the Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any



transaction(s) or asset(s) it deems necessary to hedge the equity price risk or any other relevant price risk including but not limited to the currency risk of the Issuer or the Guarantor (if applicable), issuing and performing its obligations with respect to the Certificates, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

**Increased Cost of Hedging** means that the Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer or the Guarantor (if applicable), issuing and performing its obligations with respect to the Certificates, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

**Insolvency Filing** means that a Share Company or Basket Company 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 judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Company or Basket Company shall not be deemed an Insolvency Filing.

**Observation Date** means each date specified as an Observation Date in the applicable Final Terms, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the provisions relating to "Postponement" or "Modified Postponement", as the case may be, contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date".

**Observation Period** means the period specified as the Observation Period in the applicable Final Terms.

**Related Exchange** means, in relation to a Share, each exchange or quotation system on which option contracts or futures contracts relating to such Share are traded, or each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **Related Exchange** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.



**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 subject as provided in "Valuation Time" below.

**Scheduled Trading Day** means the relevant Scheduled Trading Day specified in the applicable Final Terms. If no Scheduled Trading Day is specified as applying in the applicable Final Terms, Scheduled Trading Day (All Share Basis) shall be deemed to apply.

**Scheduled Trading Day (All Share Basis)** means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

**Scheduled Trading Day (Per Share Basis)** means any day on which the relevant Exchange and Related Exchange in respect of such Share are scheduled to be open for trading for their respective regular trading sessions.

**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.

**Screen Page** means the page specified in the applicable Final Terms, or any successor page or service thereto.

**Shares and Share** mean in the case of an issue of Certificates relating to a basket of Shares, each share and, in the case of an issue of Certificates relating to a single Share, the share, specified in the applicable Final Terms and related expressions shall be construed accordingly.

**Share Company** means, in the case of an issue of Certificates relating to a single Share, the company that has issued such share.

**Share Price** means, in respect of Share, the price of such Share on the relevant Exchange at the Valuation Time during a trading session on any Scheduled Trading Day, subject to adjustment from time to time in accordance with the provisions set forth in Equity linked Condition 2 above and as set forth in this Condition.

**Specified Maximum Days of Disruption** means eight (8) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms.

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

**Valid Date** means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

**Valuation Date** means each date specified as a Valuation Date in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of Equity linked Certificates relating to a single Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine its good faith estimate of the value of the Share, as of the Valuation Time on that last such consecutive Scheduled Trading Day; or
- (b) in the case of Equity linked Certificates relating to a basket of Shares, the Valuation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Share affected (each an **Affected Item**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine its good faith estimate of the value of the Affected Item as of the Valuation Time on that last such consecutive Scheduled Trading Day.

**Valuation Time** means the Valuation Time specified in the applicable Final Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as the case may be, in relation to each Share to be valued provided that 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.

**Valuation Period** means the period specified as the Valuation Period in the applicable Final Terms.

**Weighting**, if applicable, has the meaning specified in the applicable Final Terms.