

Final Terms dated: 6 February 2023, as amended and restated on 1 March 2023

**HSBC Bank plc**

*(a company incorporated in England with registered number 14259; the liability of its members is limited)*

**Programme for the Issuance of Notes and Warrants**

**Legal Entity Identifier (LEI): MP615ZYZBEU3UXPYFY54**

**Issue of**

**Up to GBP 25,000,000 Notes linked to UKSED3P Investments Limited Preference Shares Series 2305**

**PART A – CONTRACTUAL TERMS**

This document constitutes the Final Terms 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 terms and conditions of the Notes (the "**Conditions**") set forth in the Base Prospectus dated 16 June 2022 relating to Preference Share Linked Notes issued under the above Programme, together with each supplemental prospectus relating to the Programme published by the Issuer after 16 June 2022 but before the issue date or listing date of the Notes, whichever is later, to which these Final Terms relate which together constitute a base prospectus ("**Prospectus**") for the purposes of Regulation (EU) 2017/1129 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended (the "**UK Prospectus Regulation**"). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation Rules sourcebook in the FCA Handbook (the "**UK Prospectus Rules**") and must be read in conjunction with such Prospectus. However, a summary of the issue of the Notes and with the terms and conditions of the Preference Shares (as defined below) are annexed to these Final Terms.

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus is available for viewing during normal business hours at HSBC Bank plc, 8 Canada Square, London E14 5HQ, United Kingdom and [www.hsbc.com](http://www.hsbc.com) (please follow the links to 'Investors', 'Fixed income investors', 'Issuance programmes') and copies may be obtained from HSBC Bank plc, 8 Canada Square, London E14 5HQ, United Kingdom.

1. Issuer: HSBC Bank plc
2. Tranche Number: 1
3. Settlement Currency: Great Britain Pound ("**GBP**")
4. Aggregate Principal Amount of Notes admitted to trading:
  - (i) Series: Up to GBP 25,000,000
  - (ii) Tranche: Up to GBP 25,000,000
5. Issue Price: 100 per cent. of the Aggregate Principal Amount
6. (i) Denomination(s): GBP 1
  - (ii) Calculation Amount: GBP 1

(iii) Aggregate Outstanding Nominal Amount Rounding: Not Applicable

7. Issue Date: 31 March 2023

8. Maturity Date: 4 April 2029 (or, if later, the date falling 2 Business Days following the Valuation Date), or if the Preference Shares become subject to the auto-call provisions contained in the terms and conditions of the Preference Shares, the date specified below in relation to the relevant Preference Share Valuation Date:

| <b>Preference Share Valuation Date</b><br><i>(subject to adjustment in accordance with sub-paragraph 10(vii) below)</i> | <b>Maturity Date</b><br><i>(or, in each case, if later, the date falling 2 Business Days following the Valuation Date falling immediately after such Preference Share Valuation Date)</i> |
|---|---|
| 18 March 2024   | 3 April 2024  |
| 17 March 2025   | 31 March 2025   |
| 17 March 2026   | 31 March 2026   |
| 17 March 2027   | 2 April 2027  |
| 17 March 2028   | 31 March 2028   |

9. Type of Notes (for the purposes of Redemption): Autocallable Redemption Notes

10. Preference Share provisions:

(i) Preference Shares: UKSED3P Investments Limited Preference Shares Series 2305

(ii) Index:

| <b>Name of Index</b> | <b>Bloomberg Ticker</b> |
|----------------------|-------------------------|
| FTSE® 100 Index      | UKX                     |
| EURO STOXX 50® Index | SX5E                    |

(iii) Basket: Applicable

(iv) Initial Valuation Date: Issue Date

(v) Valuation Date: Eighth Business Day following the Preference Share Valuation Date

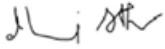
(vi) Valuation Time: 5pm London time

(vii) Preference Share: (1) if the Preference Shares become subject to the auto-call provisions contained in the terms and conditions of the Preference Shares (or would have

|  |  |
|--|--|
| Valuation Date:  | <p>become subject to such auto-call provisions but for the delay of the date for valuation or determination of an underlying Index of the Preference Shares on or about such date):</p> <p>(i) in the year 2024, 18 March 2024;</p> <p>(ii) in the year 2025, 17 March 2025;</p> <p>(iii) in the year 2026, 17 March 2026;</p> <p>(iv) in the year 2027, 17 March 2027;</p> <p>(v) in the year 2028, 17 March 2028; or</p> <p>(2) otherwise 19 March 2029, or, in each case, if such date for valuation of or any determination of an underlying Index of the Preference Shares falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the Preference Share Valuation Date shall be such delayed valuation or determination date, as determined by the Calculation Agent.</p> |
| (viii) Extraordinary Event:  | Condition 4(d) applies.  |
| (ix) Additional Disruption Event:  | Condition 4(e) applies.  |
| 11. Taxation:  | Condition 5B ( <i>Taxation – Gross-up</i> ) is applicable  |
| (Condition 5)  |  |
| 12. Form of Notes:   | Uncertificated Registered Notes  |
| 13. If issued in bearer form:  | Not Applicable   |
| 14. Exchange Date for exchange of Temporary Global Note:                       | Not Applicable   |
| 15. If issued in registered form (other than Uncertificated Registered Notes): | Not Applicable   |
| 16. Payments:  |  |
| (i) Business Centre(s):  | London   |
| (ii) Relevant Financial Centre Day:  | London   |
| 17. Redenomination:  | Not Applicable   |

**CONFIRMED**

**HSBC BANK PLC**



Baljee Swaminathan

By: .....

*Authorised Signatory*

Date: .....

## **PART B – OTHER INFORMATION**

### **1. LISTING**

- (i) Listing: Application will be made to admit the Notes to listing on the Official List of the United Kingdom Financial Conduct Authority ("FCA"). 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 the main market of the London Stock Exchange plc. No assurance can be given as to whether or not, or when, such application will be granted.

### **2. RATINGS**

Ratings: The Notes are not rated.

### **3. REASONS FOR THE OFFER AND USE OF PROCEEDS, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES AND TAXES SPECIFICALLY CHARGED TO THE SUBSCRIBER OR PURCHASER**

- (i) Reasons for the offer and use of proceeds: Profit making and/or hedging activities
- (ii) Estimated net proceeds: Information not required
- (iii) Estimated total expenses and taxes specifically charged to the subscriber or purchaser: Information not required

### **4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE OFFER**

Save for the Distribution Fee (as defined in paragraph 6 below) payable to the Plan Manager (as defined below), no person involved in the issue of the Notes has, so far as the Issuer is aware, an interest material to the offer. The Dealer and its affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

### **5. INFORMATION ON THE UNDERLYING**

Information on past and future performance and volatility of the Indices can be obtained from the websites of the London Stock Exchange and STOXX Limited.

### ***DISTRIBUTION***

- 6. (i) If syndicated, name and address of Dealers: Not Applicable
- (ii) Date of subscription agreement: Not Applicable
- (iii) Indication of the overall amount of the underwriting commission and of the placing commission: The Issuer will pay to the Plan Manager a distribution fee (the "**Distribution Fee**") of up to 3 per cent. of the principal amount of Notes sold by the Plan Manager.

|     |  |  |
|-----|--|--|
| 7.  | If non-syndicated, name and address of Dealer:                 | HSBC Bank plc, 8 Canada Square, London E14 5HQ   |
| 8.  | TEFRA Rules applicable to Bearer Notes:                        | TEFRA Not Applicable   |
| 9.  | Selling restrictions, United States of America:                | 40-day Distribution Compliance Period: Not Applicable  |
| 10. | Public Offer:  | Applicable   |
|     | (i) Details of the Public Offer:                               | An offer of this Tranche of Notes may be made by HSBC Bank plc and Walker Crips Stockbrokers Limited (the " <b>Plan Manager</b> ", and together with HSBC Bank plc, the " <b>Initial Authorised Offerors</b> ") other than pursuant to Article 1(4) of the UK Prospectus Regulation in the United Kingdom only (the " <b>Public Offer Jurisdiction</b> ") during the period from and including 08 February 2023 until but excluding 17 March 2023 (the " <b>Offer Period</b> "). |
|     | (ii) Conditions attached to the consent to use the Prospectus: | Not Applicable   |
| 11. | Additional U.S. federal income tax considerations:             | Not Applicable. The Notes are not Section 871(m) Notes for the purpose of Section 871(m) of the U.S. Internal Revenue Code of 1986.  |

#### **OPERATIONAL INFORMATION**

|     |  |                          |
|-----|--|--------------------------|
| 12. | ISIN Code:   | GB00BQJV5R79             |
| 13. | Common Code:   | Not Applicable           |
| 14. | SEDOL:   | BQJV5R7                  |
| 15. | Other identifier / code:                                     | Not Applicable           |
| 16. | Clearing System:   | CREST                    |
| 17. | Delivery:  | Delivery against payment |
| 18. | Principal Paying Agent/Registrar/Issue Agent/Transfer Agent: | Not Applicable           |
| 19. | Additional Paying Agent(s) (if any):                         | Not Applicable           |
| 20. | Common Depositary:   | Not Applicable           |
| 21. | Calculation Agent:   | HSBC Bank plc            |

#### **BENCHMARKS**

|     |   |   |
|-----|---|---|
| 22. | Details of benchmarks administrators and registration under the UK Benchmarks Regulation: | The EUROSTOXX 50® Index is provided by STOXX Limited. As of the date hereof, STOXX Limited does not appear in the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 of the UK Benchmarks Regulation. As far as the Issuer is aware, the transitional provisions in |
|-----|---|---|

Article 51 of the UK Benchmarks Regulation apply, such that STOXX Limited is not currently required to obtain authorisation/registration (or, if located outside the UK, recognition, endorsement or equivalence).

The FTSE® 100 Index is provided by FTSE International Limited. As of the date hereof, FTSE International Limited appears in the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 of the UK Benchmarks Regulation.

## TERMS AND CONDITIONS OF THE OFFER

- |     |  |   |
|-----|--|---|
| 23. | Offer Price:   | Issue Price   |
| 24. | Total amount of the issue/offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer: | Up to GBP 25,000,000 Notes will be issued and the criterion/condition for determining the final amount of Notes will be investor demand.<br><br>A copy of these Final Terms will be filed with the FCA in the UK. On or before the Issue Date, a notice pursuant to UK Prospectus Rule 2.3.2(2) of the final aggregate principal amount of the Notes will be (i) filed with the FCA and (ii) published in accordance with the method of publication set out in Prospectus Rule 3.2.4(2).  |
| 25. | The time period, including any possible amendments, during which the offer will be open:   | An offer of the Notes will be made other than pursuant to Article 1(4) of the UK Prospectus Regulation during the Offer Period.   |
| 26. | Conditions to which the offer is subject:  | The Issuer may close the Offer Period prior to 17 March 2023 if the Notes are fully subscribed before such date.  |
| 27. | Description of the application process:  | A prospective investor should contact the Initial Authorised Offerors during the Offer Period. A prospective investor will subscribe for the Notes in accordance with the arrangements existing between the Initial Authorised Offeror and its customer relating to the subscription of securities generally and not directly with the Issuer.<br><br>Persons interested in purchasing Notes should contact their financial adviser. If an investor in any jurisdiction other than the United Kingdom wishes to purchase Notes, such investor should (a) be aware that sales in the relevant jurisdiction may not be permitted; and (b) contact its financial adviser, bank or financial intermediary for more information. |
| 28. | Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:  | Not Applicable  |
| 29. | Details of the minimum and/or maximum amount of application:   | Minimum of GBP 1,000 and no maximum applicable  |

30. Details of the method and time limits for paying up the securities and delivering of the securities: Prospective Noteholders will be notified by the Initial Authorised Offerors of their allocations of Notes and the settlement arrangements in respect thereof. The Notes will be issued on the Issue Date on a delivery against payment basis.
31. Manner in and date on which results of the offer are to be made public: The final size will be known at the end of the Offer Period.
- A copy of these Final Terms will be filed with the FCA in the UK. On or before the Issue Date, a notice pursuant to UK Prospectus Rule 2.3.2(2) of the final aggregate principal amount of the Notes will be (i) filed with the FCA and (ii) published in accordance with the method of publication set out in Prospectus Rule 3.2.4(2).
32. Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: Not Applicable
33. Whether tranche(s) have been reserved for certain countries: Not Applicable
34. Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: At the end of the Offer Period, Walker Crips Stockbrokers Limited will proceed to notify the prospective Noteholders as to the amount of their allotment of the Notes.
35. Amount of any expenses and taxes specifically charged to the subscriber or purchaser: Not Applicable
36. Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: The Notes are to be offered to the public in the Public Offer Jurisdiction by the Initial Authorised Offerors.
- Walker Crips Stockbrokers Limited:* Old Change House, 128 Queen Victoria, London EC4V 4BJ
- HSBC Bank plc:* 8 Canada Square, London E14 5HQ
37. Name and address of any paying agents and depositary agents in each country: HSBC Bank plc, 8 Canada Square, London E14 5HQ
38. Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment: Not Applicable



## ISSUE SPECIFIC SUMMARY

### SECTION A - INTRODUCTION

*This summary should be read as an introduction to the prospectus for the Notes (as defined below) comprised of the base prospectus dated 16 June 2022 relating to the issuance of Preference Share-Linked Notes under the Programme for the Issuance of Notes and Warrants and the supplements thereto (the "Base Prospectus") and the final terms in relation to the Notes (the "Final Terms" and together with the Base Prospectus, the "Prospectus" in relation to the Notes). Any decision to invest in the Notes should be based on consideration of the Prospectus as a whole by the investor. Investors could lose all or part of their invested capital. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the relevant national law, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled this summary including any translation thereof, but only where this summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Notes.*

- (a) The Notes are called the Up to GBP 25,000,000 Notes linked to UKSED3P Investments Limited Preference Shares Series 2305 Notes (the "Notes") and the ISIN is GB00BQJV5R79.
- (b) The Issuer is HSBC Bank plc and its LEI is MP6I5ZYZBEU3UXPYFY54. The Issuer can be contacted at its registered office as 8 Canada Square, London, E14 5HQ.
- (c) The Issuer will apply for the admission of Notes on the Main Market of the London Stock Exchange. The Issuer's contact details are set out in paragraph (b) above.
- (d) The competent authority for the purposes of the approval of the Base Prospectus and the Notes is the UK Financial Conduct Authority (the "FCA") having its head office at 12 Endeavour Square, London, E20 1JN and telephone number +44 (0)20 7066 1000.
- (e) The Base Prospectus was approved on 16 June 2022.

### SECTION B – KEY INFORMATION ON THE ISSUER

*Who is the Issuer of the Notes?*

- (a) The Issuer, HSBC Bank plc, is a public limited company under the laws of England and Wales. The liability of its members is limited. HSBC Bank plc is registered in England and Wales under registration number 14259. The Issuer's LEI is MP6I5ZYZBEU3UXPYFY54.
- (b) The Issuer and its subsidiaries form a UK head-quartered group (the "**Group**") and provide a comprehensive range of banking and related financial services. The Group divides its activities into three business segments: Global Banking and Markets; Commercial Banking; and Wealth and Personal Banking.
- (c) The whole of the issued ordinary and preference share capital of the Issuer is owned by HSBC Holdings plc.
- (d) The executive directors of the Issuer's board of directors are Colin Bell (Chief Executive Officer) and David Watts (Chief Financial Officer).
- (e) The statutory auditors of the Issuer are PricewaterhouseCoopers LLP.

*What is the key financial information regarding the Issuer?<sup>1</sup>*

The selected key financial information regarding the Issuer set out below has been extracted without material adjustment from the audited consolidated financial statements of the Issuer for the years ended 31

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<sup>1</sup> This section and the table below have been updated following the release of the Issuer's 2022 Annual Report and Accounts.

December 2021 and 31 December 2022. References in the accompanying footnotes to numbered pages are to the corresponding numbered pages of the Issuer's 2022 Form 20-F unless otherwise stated.

| For the period (£m)  | Footnote | Year Ended             |                        |
|--|----------|------------------------|------------------------|
|  |          | 31 December 2021       | 31 December 2022       |
| Net interest income  |          | 1,754                  | 1,904                  |
| Net fee income   |          | 1,413                  | 1,261                  |
| Change in expected credit losses and other credit impairment charges                             |          | 174                    | (222)                  |
| Net operating income before change in expected credit losses and other credit impairment charges | 2        | 6,120                  | 4,646                  |
| (Loss)/profit before tax (reported basis)  |          | 1,023                  | (959)                  |
| (Loss)/profit before tax (adjusted basis)  | 1        | 1,577                  | 1,724                  |
| Profit/(loss) attributable to the parent company   |          | 1,041                  | (408)                  |
| At period-end (£m)   |          | As at 31 December 2021 | As at 31 December 2022 |
| Total assets   |          | 596,611                | 717,353                |
| Senior debt  |          | 36,801                 | 32,771                 |
| Subordinated liabilities   |          | 14,713                 | 15,337                 |
| Loans and advances to customers  |          | 91,177                 | 72,614                 |

| <b>For the period (£m)</b>       | <b>Footnote</b> | <b>Year Ended</b>             |                               |
|----------------------------------|-----------------|-------------------------------|-------------------------------|
| <b>At period-end (£m)</b>        |                 | <b>As at 31 December 2021</b> | <b>As at 31 December 2022</b> |
| Customer accounts                |                 | 205,241                       | 215,948                       |
| Total equity                     |                 | 23,715                        | 24,016                        |
| <b>Capital Ratios (%)</b>        | 3, 5            | <b>As at 31 December 2021</b> | <b>As at 31 December 2022</b> |
| Common equity tier 1             |                 | 17.8                          | 16.8                          |
| Total capital ratio              |                 | 31.9                          | 31.7                          |
| Leverage Ratio (fully phased in) | 4, 5            | 4.2                           | 5.5                           |

- <sup>1</sup> Adjusted performance is computed by adjusting reported results for the effect of significant items as detailed in the Issuer's 2022 Form 20-F on pages 16 to 19.
- <sup>2</sup> Net operating income before change in expected credit losses and other credit impairment charges is also referred to as revenue.
- <sup>3</sup> Unless otherwise stated, regulatory capital ratios and requirements are based on the transitional arrangements of the Capital Requirements Regulation in force at the time. These include the regulatory transitional arrangements for IFRS 9 'Financial Instruments', which are explained further in the Issuer's 2022 Form 20-F on page 90. References to EU regulations and directives (including technical standards) should, as applicable, be read as references to the UK's version of such regulation and/or directive, as onshored into UK law under the European Union (Withdrawal) Act 2018, and as may be subsequently amended under UK law.
- <sup>4</sup> The leverage ratio is calculated using the end point definition of capital and the IFRS 9 regulatory transitional arrangements, in line with the UK leverage rules that were implemented on 1 January 2022, and excludes central bank claims and cash pooling netting. Comparatives for 2021 are reported based on the disclosure rules in force at that time, and include claims on central banks.
- <sup>5</sup> From 30 September 2022, investments in non-financial institution subsidiaries or participations have been measured on an equity accounting basis in compliance with UK regulatory requirements. Comparatives for prior periods have been represented on a consistent basis with the current year.

*What are the key risks that are specific to the Issuer?*

All references to "Group" refer to the Issuer and its subsidiary undertakings.

*The Group is subject to political, social and other risks in the countries in which it operates*

The Group's operations are subject to potentially unfavourable political, social, environmental and economic developments in the jurisdictions in which the Group operates, which may include; coups, wars or acts of terrorism; political and/or social instability; geopolitical tensions; climate change, acts of God, including epidemics and pandemics and natural disasters; and infrastructure issues, such as transportation or power failures. Each of the above could impact credit risk-weighted assets, and the financial losses

caused by any of these risk events or developments could impair asset values and the creditworthiness of customers.

These risk events or developments could also give rise to disruption to the Group's services and some could result in physical damage to its operations and/or risks to the safety of its personnel and customers. Geopolitical tensions could have significant ramifications for the Group and its customers and could have a material adverse impact on the Group's business, financial condition, results of operations, prospects and strategy, as well as on the Group's customers.

*Current economic and market conditions may adversely affect the Group's results*

The Group's earnings are affected by global and local economic and market conditions. In particular, the Group has faced and may continue to face the following challenges to its operations and operating model in connection with these factors: the Russia-Ukraine war and its economic repercussions; the Covid-19 pandemic and its impact on global economies; the current high levels of sovereign indebtedness in some markets; the demand for borrowing from creditworthy customers may diminish during periods of recession or where economic activity slows or remains subdued; the Group's ability to borrow from other financial institutions or to engage in funding transactions may be adversely affected by market disruption; and market developments may depress consumer and business confidence beyond expected levels. The occurrence of any of these events or circumstances could have a material adverse effect on the Group's business, financial condition, results of operations, prospects and customers.

*Risks to the Group's strategy*

The scale and complexity of transformation to deliver the infrastructure required to drive financial and operational efficiency and resilience improvements is significant. The Group's strategy is based on assumptions regarding the economic, geopolitical, legal and regulatory environment, technology, customer needs and the competition – as the external environment changes the Group's strategy may need to adapt. The failure to successfully deliver or achieve any of the expected benefits of key strategic initiatives could have a material adverse effect on the Group's business, financial condition, results of operations, prospects and reputation.

*The Group is subject to financial and non-financial risks associated with Environmental, Social and Governance ('ESG') related matters, such as climate change, nature-related and human rights issues*

ESG-related matters such as climate change, society's impact on nature and human rights violations introduce risks to the Group's business, customers and wider society. If any of these risks materialise, this could have financial and non-financial impacts for the Group which could, in turn, have a material adverse effect on its business, financial condition, results of operations, reputation, prospects and strategy.

*The Group relies on recruiting, retaining and developing appropriate senior management and skilled personnel*

Meeting the demand to recruit, retain and develop appropriate senior management and skilled personnel remains subject to a number of challenges. If one of the Group's business units fails to staff its operations appropriately or loses one or more of their 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 Group's business, this could place the Group at a significant competitive disadvantage and prevent it from successfully implementing its strategy, which could have a material adverse effect on the Group's financial condition, results of operations and prospects, including control and operational risks.

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

The Group uses models for a range of purposes in managing its business, including regulatory capital calculations, stress testing, credit approvals, calculation of ECLs on an IFRS 9 basis, financial crime and fraud risk management and financial reporting. The Group 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 or by inherent limitations arising from the uncertainty inherent in predicting or estimating future outcomes. If key capital models significantly

underestimate risks or do not meet critical regulatory requirements, the Group could be required to hold additional capital. Risks arising from the use of models, including reputational, could have a material adverse effect on the Group's business, financial condition, capital position, results of operations and prospects.

*The Group may not manage risks associated with the replacement of benchmark rates and indices effectively*

The discontinuation of certain key inter-bank rates such as the London Interbank Offered Rate, and the adoption of alternative replacement near risk-free rates ("**RFRs**") by the market, and the development of alternate RFR products by the Group, introduce a number of risks for the Group, its clients, and the financial services industry more widely. Such risks include legal risks, financial risks, pricing risks, resilience and operational risks and conduct risks.

## SECTION C – KEY INFORMATION ON THE NOTES

*What are the main features of the Notes?*

- (a) The Notes do not bear interest.
- (b) *Redemption Amounts.* Payments of principal in respect of Notes will in all cases be calculated by reference to the percentage change in value of one or more Preference Shares issued by the Preference Share Issuer in respect of the relevant series of Notes. The redemption price of each class of Preference Shares will be calculated by reference to a basket of indices (each an "**Index**" and together the "**Indices**").

For the avoidance of doubt, the Notes are not backed by or secured on the Preference Shares and, accordingly, only a nominal amount of the Preference Shares may be issued by the Preference Share Issuer regardless of the principal amount of the Notes issued by the Issuer.

In this section, for ease of explanation, rather than refer to the Notes being linked to the value of the Preference Share which is in turn linked to the Indices, the Notes (including the return on the Notes) are described as being linked to the Indices.

A Noteholder will be entitled to the following cash amounts in respect of each Note, namely:

- if the Notes are redeemed on their stated maturity date, a "**Final Redemption Amount**"; or
- as the Notes are "**Autocallable Redemption Notes**", if the Notes are redeemed prior to their stated maturity in the circumstances described below, an "**Early Redemption Amount**".

The Final Redemption Amount will be an amount per Note equal to the principal amount of the Note multiplied by the following:

If the Worst Performing Index Performance is equal to or greater than the Final Trigger Level, then 155.50%

If the Worst Performing Index Performance is less than the Final Trigger Level, and

- the Final Index Level of each of the Indices is equal to or greater than the product of the Initial Index Level and the Barrier Level, then 100%; or
- the Final Index Level of any one of the Indices is less than the product of the Initial Index Level and the Barrier Level, then the Worst Performing Index Performance

"**Barrier Level**" means 60.00%, being the percentage against which the performance of each Index will be measured in order to determine the Final Redemption Amount.

"**Final Index Level**" means in respect of an Index the final level of such Index on the valuation date.

"**Final Trigger Level**" means 85.00%, being a percentage against which the performance of the Index which is the worst performing of the Indices comprised in the basket of Indices will be measured in order to determine the Final Redemption Amount.

"**Index Performance**" means in respect of an Index the percentage appreciation or depreciation of the Final Index Level compared to its Initial Index Level.

"**Initial Index Level**" means in respect of an Index the initial level of such Index on the initial valuation date.

"**Worst Performing Index Performance**" means the lowest Index Performance determined in accordance with the definition of "Index Performance" above.

In addition, as the Notes are **Autocallable Redemption Notes**, they may be redeemed if, on an Auto-Call Valuation Date, the Worst Performing Index Performance is equal to or greater than the Auto-Call Trigger Level specified below. In such circumstances the Noteholder would be entitled to an **Early Redemption Amount**, being a cash amount equal to the principal amount of the Note multiplied by the Auto-Call Trigger Rate, specified below.

For these purposes:

"**Auto-Call Trigger Level**" means each of the percentages set out below which will trigger redemption of the Notes and entitles Noteholders to the Early Redemption Amount; and

"**Auto-Call Trigger Rate**" means each of the percentages set out below, being in each case a fixed percentage of the principal amount of a Note which a Noteholder will receive in the event of an Early Redemption for Autocallable Redemption Notes.

| <b>Auto-Call Valuation Date</b> | <b>Auto-Call Trigger Level</b> | <b>Auto-Call Trigger Rate</b> |
|---------------------------------|--------------------------------|-------------------------------|
| 18 March 2024                   | 100.00%                        | 109.25%                       |
| 17 March 2025                   | 100.00%                        | 118.50%                       |
| 17 March 2026                   | 100.00%                        | 127.75%                       |
| 17 March 2027                   | 95.00%                         | 137.00%                       |
| 17 March 2028                   | 90.00%                         | 146.25%                       |

**\*Provided that** if the Auto-Call Valuation Date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day shall be the Auto-Call Valuation Date.

- (c) The Notes are series 2305, tranche 1 and will be represented by uncertificated registered notes deposited with Euroclear UK and Ireland Limited ("**CREST**"). The ISIN of the Notes is GB00BQJV5R79.
- (d) The settlement currency of the Notes is GBP (the "**Settlement Currency**"). The aggregate principal amount of the Notes to be issued is up to GBP 25,000,000. The denomination of the Notes is GBP 1. The Maturity Date of the Notes is 4 April 2029.
- (e) Rights attaching to the Notes:

*Early Redemption:* The Notes may be redeemed prior to their stated maturity in the following circumstances:

- *For illegality:* at the option of the Issuer if the Calculation Agent determines that the performance of the Issuer's obligations has become unlawful or impracticable in whole or in part for any reason.

- *For taxation reasons:* at the option of the Issuer if the Issuer were required under the terms and conditions of the Notes (the "**Conditions**") to pay additional amounts in respect of tax.
- *For a Preference Share Early Redemption Event:* following the receipt by the Issuer or any of its affiliates of a notice from UKSED3P Investments Limited (the "**Preference Share Issuer**") that the relevant series of preference shares issued by the Preference Share Issuer (the "**Preference Shares**") are to be redeemed early.
- *For an Extraordinary Event and/or Additional Disruption Event:* at the option of the Issuer if the Calculation Agent determines that a merger event, tender offer or insolvency (each, an "**Extraordinary Event**") and/or change in law has occurred in relation to the Notes or an insolvency filing has occurred in relation to the Preference Share Issuer (each, an "**Additional Disruption Event**").
- *For an Event of Default:* at the option of the Noteholder in the following circumstances: (i) the Issuer fails to remedy a default in the repayment of any principal due on the Notes within 14 days of notice of such default having been given to the Principal Paying Agent or other Paying Agent or the Registrar (as the case may be) by any Noteholder, provided that it shall not be such a default to withhold or refuse any such payment (1) if the Issuer determines, acting in good faith, that there is a material risk of the payment being contrary to any fiscal or other law or regulation or the order of any court of competent jurisdiction, or any statement, guidance, policy, recommendation or interpretation of any governmental or regulatory body (whether or not having the force of law), 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 by independent legal advisers as to such validity or applicability; or (ii) the passing of a winding-up order in relation to the Issuer.

*Modification and substitution:* Modifications to the Conditions may be made without the consent of any Noteholders **provided that:** (i) the modification is not materially prejudicial to the interest of Noteholders; (ii) the modification is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of the Issuer's jurisdiction of incorporation; or (iii) the modification corrects an inconsistency between the Final Terms and the relevant termsheet relating to the Notes. The Notes permit the substitution of the Issuer with an affiliate without the consent of any Noteholders where the Issuer provides an irrevocable guarantee of the affiliate's obligations.

*Meetings of Noteholders -* 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.

*Taxation -* All payments by the Issuer of any amount in respect of the Notes will be made without deduction of any taxes, duties and other similar charges, including United Kingdom taxes unless the Issuer is required by law to withhold or deduct any such taxes. Noteholders may be liable for and/or subject to any taxes, duties and other similar charges, including withholding tax, stamp duty, stamp duty reserve tax and/or similar transfer taxes, payable in respect of the Notes.

- (f) The Notes will be direct, unsecured and unsubordinated obligations of the Issuer and will rank equally and without preference among themselves and, at their date of issue, with all other unsecured and unsubordinated obligations of the Issuer (unless preferred by law). The exercise by HM Treasury, the Bank of England, the Prudential Regulation Authority and the United Kingdom Financial Conduct Authority (as applicable) of any powers under the Banking Act 2009 (including especially the bail-in power) could lead to the holders of the Notes losing some or all of their investment or may adversely affect the rights of holders of the Notes, the market value thereof or the Issuer's ability to satisfy its obligations thereunder.
- (g) The Notes are freely transferable. However, there are restrictions on the offer and sale of the Notes. The Issuer and HSBC Bank plc, 8 Canada Square, London E14 5HQ (the "**Dealer**") have agreed restrictions on the offer, sale and delivery of the Notes and on distribution of offering materials in the European Economic Area, the United Kingdom, Guernsey, Isle of Man, Jersey and the United States of America.

In addition, investors of the Notes, by their purchase of the Notes, will be deemed to have given certain representations, warranties, undertakings, acknowledgements and agreements.

*Where will the Notes be traded?*

Application will be made to admit the Notes to the Official List of the United Kingdom Financial Conduct Authority and to trading on the Main Market of the London Stock Exchange plc.

*What are the key risks specific to the Notes*

*The Notes are direct, unsubordinated and unsecured obligations of the Issuer and not of any other person.* If the Issuer's financial position were to deteriorate, there could be a risk that the Issuer would not be able to meet its obligations under the Notes (the Issuer's credit risk), and investors would not be able to enforce security as a method of recouping payments due under the Note. In addition, the Notes are also subject to the credit risk of the Preference Share Issuer. If the Preference Share Issuer becomes insolvent there could be a risk that the Preference Shares are redeemed worthless and therefore the value of the Notes would become zero as well. In such worst case scenario Noteholders would lose all of their invested amount.

*The Notes are not ordinary debt securities and investors are exposed to the risks relating to the Preference Shares and Index or Indices.* The Notes do not pay interest and, depending on the performance of the Preference Shares and Index or Indices as well as certain other factors (including changes in currency exchange rates, changes in interest rates, time remaining to redemption, economic and market conditions, dividend rates on the securities underlying an Index), may upon redemption return less than the amount invested or nothing.

*An investment in the Notes is not equivalent to an investment in the Preference Shares or the securities underlying the Index or Indices.* Ownership of the Notes does not confer any legal or beneficial interest or any voting or dividend rights in the Preference Shares or the securities underlying the Index or Indices and the value of the Notes may not exactly correlate with the value of the Index or Indices to which the Notes relate.

*Extraordinary Event.* If the Calculation Agent determines that a Merger Event (as defined in the Conditions) or Tender Offer (as defined in the Conditions) has occurred in relation to the Preference Shares or Insolvency (as defined in the Conditions) has occurred in relation to the Preference Share Issuer, the Issuer may elect to redeem the Notes. If the Issuer elects to redeem the Notes, Noteholders may suffer a loss of some or all of their investments.

*Preference Share Early Redemption Event.* If the Preference Shares are redeemed early, the Issuer shall redeem all of the Notes. Accordingly, if the Notes are redeemed prior to the maturity date, the Noteholders may suffer a loss of some or all of their investment and will forego any future appreciation in the relevant Index or Indices that may occur following such redemption.

*Market Disruption Events and Additional Disruption Events.* Upon the occurrence of certain events (including an early closure of the relevant exchange, disruption of such exchange or suspension of trading on such exchange ("**Market Disruption Events**"), a change in laws, hedging disruption or an increased cost of hedging ("**Additional Disruption Events**"), an index cancellation or modification or disruption in the publication of an Index (each, an "**Index Adjustment Event**") or certain events relating to the administrator(s) of an Index ("**Administrator/Benchmark Event**")), valuations under the Preference Shares may be subject to postponement or adjustment (in the case of a Market Disruption Event) or terms of the Preference Shares may be subject to adjustment or an Index may be replaced with an alternative benchmark (in the case of an Administrator/Benchmark Event) and/or Preference Shares may be subject to redemption (in the case of an Additional Disruption Event or Index Adjustment Event or an Administrator/Benchmark Event). As the value of the Notes is determined by reference to the performance of Preference Shares and any early redemption of the Preference Shares will result in the Notes being redeemed early, any such postponement, adjustment or redemption or may have an adverse effect on the value of such Notes. As a result, Noteholders may suffer a loss of some or all of their investments.

*Illegality or changes in tax law may cause the Notes to be redeemed early.* In such circumstances, the Issuer may pay a sum determined by reference to the value of the Preference Shares at the time of such redemption. As a result holders of Notes will forego any future appreciation in the relevant Index or Indices and may suffer a loss of some or all of their investments.



*Commission, cost of hedging and taxes may be borne by Noteholders.* The Issue Price of the Notes may include fees, commission and hedging costs. Payments under the Notes may be decreased to take into account the effect of taxes, duties or other similar charges and Noteholders will bear the cost of all taxes, duties or other similar charges payable in connection with the subscription, purchase or holding of such Note and any payments under the Notes (in each case including any taxes or duties imposed or increased by a change of tax law or practice).

#### **SECTION D – KEY INFORMATION ON THE OFFER AND/OR THE ADMISSION TO TRADING ON A REGULATED MARKET**

*Under which conditions and timetable can I invest in this security?*

An offer of this Tranche of Notes may be made by HSBC Bank plc and Walker Crips Stockbrokers Limited (together with HSBC Bank plc, the "**Initial Authorised Offerors**") other than pursuant to Article 1(4) of the UK Prospectus Regulation in the United Kingdom only (the "**Public Offer Jurisdiction**") during the period from and including 08 February 2023 until but excluding 17 March 2023 (the "**Offer Period**"). The Issuer may close the Offer Period prior to 17 March 2023 if the Notes are fully subscribed before such date. The Offer Price of the Notes is the Issue Price.

Expenses in respect of the listing of Notes are not charged directly by the Issuer or Dealer(s) to the investor.

*Why is this Prospectus being produced?*

The Prospectus has been prepared in connection with a public offer of Notes and the admission of Notes to trading on a regulated market pursuant to the UK Prospectus Regulation.

*Use of Proceeds:* The net proceeds from the issue of Notes will be used by the Issuer for profit making or risk hedging purposes.

*Conflicts of Interest:* The Issuer and/or its affiliates may enter into hedging or other transactions (i) relating to an Index or to securities underlying an Index or (ii) with issuers of securities underlying an Index. The Issuer or its affiliates may also publish research or other reports relating to Indices or securities underlying an Index. Any such activities may have a positive or negative effect on the value of Notes relating to such Indices. In undertaking any such activities, neither the Issuer nor any affiliate of the Issuer is under any obligation to consider the interests of the Noteholders. In addition, the Issuer may assume roles as hedging counterparty or calculation agent under the Notes. In respect of any of these roles the Issuer may have interests that conflict with the interests of Noteholders.

## ANNEX

### ADDITIONAL PROVISIONS NOT REQUIRED BY THE SECURITIES NOTE RELATING TO THE UNDERLYINGS

**The following Index disclaimers are applicable in respect of the FTSE® 100 and EURO STOXX 50®, as agreed between the relevant Index Sponsor and the Issuer:**

#### STATEMENTS REGARDING THE FTSE® 100 INDEX

The Notes and Preference Shares (the "**Products**") have been developed solely by their respective issuers. The Products are not in any way connected to or sponsored, endorsed, sold or promoted by the London Stock Exchange Group plc and its group undertakings (collectively, the "**LSE Group**"). FTSE Russell is a trading name of certain of the LSE Group companies.

All rights in the FTSE® 100 Index (the "**Index**") vest in the relevant LSE Group company which owns the Index. FTSE®, Russell® and FTSE Russell® are trade marks of the relevant LSE Group company and are used by any other LSE Group company under license.

The Index is calculated by or on behalf of FTSE International Limited or its affiliate, agent or partner. The LSE Group does not accept any liability whatsoever to any person arising out of (a) the use of, reliance on or any error in the Index or (b) investment in or operation of the Products. The LSE Group makes no claim, prediction, warranty or representation either as to the results to be obtained from the Products or the suitability of the Index for the purpose to which it is being put by the issuers of the Products.

#### STATEMENTS REGARDING THE EURO STOXX 50® INDEX AND STOXX INDEX

STOXX Ltd., Qontigo Index GmbH and their licensors, research partners or data providers have no relationship to the Issuers, other than the licensing of the EURO STOXX 50® Index or STOXX Index and the related trademarks for use in connection with the Notes or Preference Shares.

**STOXX Ltd., Qontigo Index GmbH and their licensors, research partners or data providers do not:**

- sponsor, endorse, sell or promote the Notes or Preference Shares or recommend that any person invest in the Notes or Preference Shares or any other securities;
- have any responsibility or liability for or make any decisions about the timing, amount or pricing of the Notes or Preference Shares;
- have any responsibility or liability for the administration, management or marketing of the Notes or Preference Shares; or
- consider the needs of the Notes or Preference Shares or the owners of the Notes or Preference Shares in determining, composing or calculating the EURO STOXX 50® Index or STOXX Index or have any obligation to do so.

**STOXX Ltd., Qontigo Index GmbH respectively as the licensor and their licensors, research partners or data providers give no warranty, and exclude any liability (whether in negligence or otherwise), in connection with the Notes or Preference Shares or their performance.**

Specifically:

- STOXX Ltd., Qontigo Index GmbH and their licensors, research partners or data providers do not give any warranty, express or implied, and exclude any liability about:
  - the results to be obtained by the Notes or Preference Shares, the owner of the Notes or Preference Shares or any other person in connection with the use of the EURO STOXX 50® Index or STOXX Index and the data included in the EURO STOXX 50® Index or the STOXX Index;
  - the accuracy, timeliness and completeness of the EURO STOXX 50® Index or the STOXX Index and its data;

- the merchantability and the fitness for a particular purpose or use of the EURO STOXX 50® Index or the STOXX Index and its data; or
- the performance of the Notes or Preference Shares generally.
- STOXX Ltd., Qontigo Index GmbH and their licensors, research partners or data providers give no warranty and exclude any liability, for any errors, omissions or interruptions in the EURO STOXX 50® Index or the STOXX Index or its data.
- Under no circumstances will STOXX Ltd., Qontigo Index GmbH or their licensors, research partners or data providers be liable (whether in negligence or otherwise) for any lost profits or indirect, punitive, special or consequential damages or losses, arising as a result of such errors, omissions or interruptions in the EURO STOXX 50® Index or the STOXX Index or its data or generally in relation to the Notes or Preference Shares, even in circumstances where STOXX Ltd., Qontigo Index GmbH or their licensors, research partners or data providers are aware that such loss or damage may occur.

STOXX Ltd., Qontigo Index GmbH do not assume any contractual relationship with purchasers of the Notes or Preference Shares or any other third parties. The licensing agreement between the Issuers and the respective licensors is solely for their benefit and not for the benefit of the owners of the Notes or Preference Shares or any other third parties.

The following are the completed terms and conditions of the Preference Shares:

## Preference Share Terms and Conditions for Autocallable Redemption Notes

The following are the terms and conditions (the "**Conditions**") of the Series 2305 Index linked redeemable preference shares (the "**Preference Shares**") issued by UKSED3P Investments Limited (the "**Company**") on 28 March 2023. Terms not otherwise defined have the meanings given in Condition 1 (*Definitions*) below. References to a numbered Condition shall be to such numbered section of the Conditions.

In the event of any inconsistency between the Articles and the Conditions, the Conditions shall prevail.

### 1. Definitions

"**Adjustment Provisions**" means all relevant provisions of these Conditions which provide for any adjustment, delay, modification, cancellation or determination in relation to an Index, the valuation procedure for an Index or the Preference Shares. This shall include the provisions of Condition 11 (*Calculation Agent Modifications*) and all subsequent Conditions.

"**Administrator/Benchmark Event**" means, in respect of any Series of Preference Shares and an Index, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Index or the administrator of the Index or the Index Sponsor has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case as required under any applicable law or regulation in order for the Company, the Calculation Agent or any other entity to perform its or their respective obligations in respect of the Preference Shares or any Related Financial Product, all as determined by the Calculation Agent;

"**Administrator/Benchmark Event Determination Date**" means, in relation to any Index, the date on which the Calculation Agent determines that an Administrator/Benchmark Event has occurred;

"**Affected Index**" means the Index affected by an Administrator/Benchmark Event;

"**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 the majority of the voting power of an entity.

"**Articles**" means the Memorandum of Association and Articles of Association of the Company, as may be amended, supplemented or otherwise modified from time to time.

"**Associated Costs**" means, in respect of each Preference Share, an amount (subject to a minimum of zero) equal to its *pro rata* share (calculated on the basis of the proportion of the aggregate number of Preference Shares outstanding as at the Early Preference Share Valuation Date) as determined by the Calculation Agent of:

- (a) the total amount of any and all costs associated with or incurred by or to be incurred by the Company or the Calculation Agent in connection with or arising as a result of the redemption of the Preference Shares occurring on the Early Preference Share Redemption Date rather than the Final Preference Share Redemption Date, all as determined by the Calculation Agent;
- (b) without duplication, an amount which the Calculation Agent determines is appropriate in the context of any Related Financial Product to take into account the total amount of any and all actual and anticipated costs associated with or expected to be incurred by the issuer and/or Hedging Counterparty in relation to any Related Financial Product, in each case in connection with or arising as a result of the redemption of the Preference Shares occurring on the Early Preference Share Redemption Date rather than the Final Preference Share Redemption Date, including, without limitation, any funding related costs and any costs associated with unwinding the Related Financial Product and/or any hedge positions relating to such Related Financial Product, all as determined by the Calculation Agent by reference to such source(s) as it determines appropriate; and

- (c) without duplication, any other fees and expenses payable by the Company which are attributable to the Preference Shares, all as determined by the Calculation Agent.

"**Auto-Call Trigger Event**" means an event which occurs if, in the determination of the Calculation Agent, the Worst Performing Index Performance as of the Valuation Time on an Auto-Call Valuation Date is greater than or equal to the relevant Auto-Call Trigger Level.

"**Auto-Call Trigger Level**" means the level set out below for the relevant Auto-Call Valuation Date (i.e. as shown in the same row as that date):

| <b>Auto-Call Valuation Date</b> | <b>Auto-Call Trigger Level</b> | <b>Auto-Call Trigger Rate</b> |
|---------------------------------|--------------------------------|-------------------------------|
| 18 March 2024                   | 100.00%                        | 109.25%                       |
| 17 March 2025                   | 100.00%                        | 118.50%                       |
| 17 March 2026                   | 100.00%                        | 127.75%                       |
| 17 March 2027                   | 95.00%                         | 137.00%                       |
| 17 March 2028                   | 90.00%                         | 146.25%                       |

"**Auto-Call Trigger Rate**" means the applicable percentage in respect of the relevant Auto-Call Valuation Date on which an Auto-Call Trigger Event has occurred as set out in the definition of Auto-Call Trigger Level above (i.e. as shown in the same row as that date).

"**Auto-Call Valuation Date**" means, in respect of an Index and subject to the Adjustment Provisions, each day specified as such in the definition of Auto-Call Trigger Level, or if any such day is not a Scheduled Trading Day for such Index, the next following Scheduled Trading Day in respect of such Index.

"**Barrier Level**" means 60.00 per cent.

"**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 and foreign currency deposits) in London.

"**Calculation Agent**" means HSBC Continental Europe.

"**Call and Put Period**" means the period commencing on and including the Issue Date to and including the day after 31 March 2023 or, if such date is not a Business Day, the next following Business Day.

"**Call and Put Redemption Amount**" means GBP 1 per Preference Share.

"**Clearing System Business Day**" means in relation to an Index, any day on which the principal domestic clearing systems customarily used for settling trades in securities comprising such Index is (or, but for the occurrence of an event beyond the control of the Company or the Hedging Counterparty as a result of which such clearing system cannot clear the transfer of such securities, 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.

"**Disrupted Day**" means (a) in respect of an Index (other than a Multiple Exchange Index), any Scheduled Trading Day in respect of such Index 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 in respect of such Index has occurred or (b) in respect of a Multiple Exchange Index, any Scheduled Trading Day in respect of such Index on which (i) the Index Sponsor fails to publish the level of the Index; (ii) any Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event in respect of such Index has occurred.

**"Early Closure"** means (a), in respect of an Index (other than a Multiple Exchange Index), the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index 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 such Exchange(s) or Related Exchange(s) system for execution at the Valuation Time on such Exchange Business Day; or (b) in respect of a Multiple Exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or any 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.

**"Early Preference Share Redemption Amount"** means, subject to the provisions of the Articles and the Conditions, in respect of each Preference Share, an amount expressed in the Settlement Currency calculated by the Calculation Agent as the fair market value (calculated without taking into account the creditworthiness of the Company) of a Preference Share as of the Early Preference Share Valuation Date taking into account such factor(s) as the Calculation Agent determines appropriate, including, but not limited to, the relevant Early Preference Share Redemption Event after deducting any Associated Costs (to the extent not already reflected in such fair market value).

**"Early Preference Share Redemption Date"** means the day falling ten Business Days after the Early Preference Share Valuation Date.

**"Early Preference Share Redemption Event"** means the event that occurs if:

- (a) the Calculation Agent determines that for reasons beyond the Company's control, the performance of the Company's obligations under the Preference Shares has become illegal or impractical in whole or in part for any reason; or
- (b) any event occurs in respect of which the Adjustment Provisions provide the Preference Shares may be cancelled or redeemed; or
- (c) a change in applicable law or regulation occurs that in the determination of the Calculation Agent results, or will result, by reason of the Preference Shares being outstanding, in the Company being required to be regulated by any additional regulatory authority, or being subject to any additional legal requirement or regulation or tax considered by the Company to be onerous to it; or
- (d) the Company is notified by any issuer or obligor of a Related Financial Product that such Related Financial Product has become subject to early redemption.

**"Early Preference Share Redemption Notice"** means a notice of early redemption of some or all of the Preference Shares given by or on behalf of the Company in accordance with Condition 6 (*Notices*).

**"Early Preference Share Valuation Date"** means the date specified as such in the relevant Early Preference Share Redemption Notice which shall fall not less than one day and not more than 180 days following the day such Early Preference Share Redemption Notice is given. The Early Preference Share Redemption Notice may provide that such date is subject to adjustment in accordance with certain disruption or adjustment events, as determined by the Calculation Agent.

**"Exchange"** means (a) in respect of an Index, the exchange or quotation system specified as such in relation to such Index in the definition of Indices below, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the components of such Index have temporarily relocated (**provided that** the Calculation Agent has determined that there is comparable liquidity relative to such components as on the original Exchange); or (b) in respect 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 definition of Indices below).

**"Exchange Business Day"** means (a) in respect of an Index (other than a Multiple Exchange Index) any Scheduled Trading Day in respect of such Index on which the relevant Exchange and any relevant Related Exchange for such Index are open for trading during their respective regular trading session(s), notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; or (b) in respect of a Multiple Exchange Index, any Scheduled Trading Day in respect of such Index on which (i) the Index Sponsor publishes the level of the Index and (ii) any relevant Related Exchange for such Index 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, on any relevant Exchange(s) for securities that comprise 20 per cent. or more of the level of the Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index 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 relations to the Index on any relevant Related Exchange.

**"Final Index Level"** means in respect of an Index and subject to Adjustment Provisions, the Index Level of such Index on the Valuation Date for such Index, or for the purposes of determining whether an Auto-Call Trigger Event has occurred on any Auto-Call Valuation Date for such Index, the Index Level of such Index on the relevant Auto-Call Valuation Date for such Index.

**"Final Preference Share Redemption Amount"** means, subject to the provisions of the Articles and the Conditions, in respect of each Preference Share, an amount expressed in the Settlement Currency determined by the Calculation Agent equal to the Notional Amount multiplied by:

- (a) if an Auto-Call Trigger Event has occurred:
  - the relevant Auto-Call Trigger Rate; or
- (b) if an Auto-Call Trigger Event has not occurred, and:
  - (i) if the Worst Performing Index Performance on the Valuation Date is greater than or equal to the Final Trigger Level: 155.50%; or
  - (ii) if the Worst Performing Index Performance on the Valuation Date is less than the Final Trigger Level and:
    - (A) if the Final Index Level on the Valuation Date of each Index is greater than or equal to the product of (x) the Initial Index Level of the respective Index and (y) the Barrier Level: 100%; or
    - (B) if the Final Index Level on the Valuation Date of any Index is less than the product of (x) the Initial Index Level of the respective Index and (y) the Barrier Level: the Worst Performing Index Performance.

**"Final Preference Share Redemption Date"** means the date that falls twenty Business Days following the Valuation Date on which the Calculation Agent has determined the Final Preference Share Redemption Amount or, if earlier, the first Auto-Call Valuation Date on which an Auto-Call Trigger Event has occurred.

**"Final Trigger Level"** means 85.00 per cent.

**"Hedging Counterparty"** means HSBC Bank plc or any Affiliate of HSBC Bank plc or any other party (i) providing the Company directly or indirectly with hedging arrangements in relation to the



Preference Shares and/or (ii) providing or entering into hedging arrangements in relation to any Related Financial Product (and which may, without limitation, be the principal obligor of a Related Financial Product).

"**Index Determination Date**" means, in relation to any Index, a date on which such Index falls to be determined in accordance with the Conditions;

"**Index Related Payment Date**" means, in relation to any Index and an Index Determination Date, any payment date under the Preference Shares for which the amount payable is calculated by reference to the Index as determined on such Index Determination Date;

"**Indices**" means, subject to Adjustment Provisions, the following indices (and each an **Index**)

| <b>Index</b>                                  | <b>Exchange</b>  | <b>Related Exchange</b>  |
|---|--|--|
| FTSE® 100 (Bloomberg Ticker Index: UKX)       | London Stock Exchange  | Each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to the Index |
| EURO STOXX 50® (Bloomberg Ticker Index: SX5E) | In respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent | Each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to the Index |

EURO STOXX 50® is a Multiple Exchange Index.

"**Index Level**" means, in respect of any day and subject to Adjustment Provisions: (a) in respect of an Index (other than a Multiple Exchange Index), the closing level of such Index at the Valuation Time on such day; and (b) in respect of an Index that is a Multiple Exchange Index, the official closing level of the Index on such day at the Valuation Time as calculated and published by the Index Sponsor each as rounded up to four decimal places (with 0.00005 being rounded up), all as determined by the Calculation Agent.

"**Initial Index Level**" means in respect of an Index and subject to Adjustment Provisions the Index Level of such Index on the Initial Valuation Date for such Index.

"**Index Performance**" means, in relation to an Index and an Auto-Call Valuation Date or the Valuation Date, as the case may be, a percentage calculated by the Calculation Agent in respect of such date in accordance with the following formula:

$$\text{Index Performance} = \frac{\text{Final Index Level}}{\text{Initial Index Level}} \times 100\%$$

"**Index Sponsor**" means, in respect of an Index, the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (ii) announces (directly or through an agent) the level of such Index on a regular basis during or at the end of each Scheduled Trading Day or any Successor Index Sponsor, as defined in Condition 13 (*Adjustments*).

**"Initial Valuation Date"** means, in respect of an Index and subject to the Adjustment Provisions, 17 March 2023 or, if such date is not a Scheduled Trading Day for such Index the next following Scheduled Trading Day for such Index.

**"Issue Date"** means 28 March 2023.

**"Market Disruption Event"** means (a) in respect of an Index, the occurrence or existence of (i) a Trading Disruption or (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure, **provided that** for the purposes of determining whether a Market Disruption Event in respect of such Index exists at any time, if a Market Disruption Event occurs in respect of a component of such Index at any time, then the relevant percentage contribution of that security to the level of such Index shall be based on a comparison of (x) the portion of the level of such Index attributable to that security and (y) the overall level of such 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, OR (bb) 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 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 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".

**"Multiple Exchange Index"** means an Index identified or specified as such in the definition of Indices.

**"Notional Amount"** means GBP 1.00 per Preference Share.

**"Related Exchange"** means, in respect of an Index, the exchange or quotation system specified as such in respect of such Index in the definition of Indices or 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 Index has temporarily relocated (**provided that** the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

**"Related Financial Product"** means any financial product which references directly or indirectly the Preference Shares.

**"Relevant Nominating Body"** means, in respect of an Index:

- (a) the central bank for the currency in which the Index is denominated or any central bank or other supervisor which is responsible for supervising either the Index or the administrator of the Index; or
- (b) any working group or committee sponsored by, chaired or co-chaired by, or constituted at the request of (i) the central bank for the currency in which the Index is denominated, (ii) any central bank or other supervisor which is responsible for supervising either the Index

or the administrator of the Index, (iii) a group of those central banks or other supervisors or (iv) the Financial Stability Board or any part thereof;

**"Replacement Index"** has the meaning given to it in Condition 13(c)(i)(A) (*Consequences of an Administrator/Benchmark Event*).

**"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) in respect of an Index (other than a Multiple Exchange Index), any day on which the relevant Exchange and the relevant Related Exchange for such Index are scheduled to be open for trading during their respective regular trading sessions; or (b) in 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) each relevant Related Exchange for such Index 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 the Initial Valuation Date, an Auto-Call Valuation Date or the Valuation Date, as applicable.

**"Settlement Cycle"** means in respect of an Index, the period of Clearing System Business Days following a trade in the securities underlying the Index on the relevant Exchange in which settlement will customarily occur according to the rules of such Exchange (or, in respect of a Multiple Exchange Index, the longest of such period).

**"Settlement Currency"** means Pounds sterling ("**GBP**").

**"Shareholder"** means a holder of Preference Shares in accordance with the Articles.

**"Specified Maximum Number of Disrupted Days"** means eight Scheduled Trading Days.

**"Trading Disruption"** means (a) with respect to an Index (other than 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) on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (ii) in futures or options contracts relating to 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 relevant Index on any relevant Related Exchange.

**"Valuation Date"** means, in respect of an Index and subject to the Adjustment Provisions, 19 March 2029 or, if such date is not a Scheduled Trading Day for such Index the next following Scheduled Trading Day for such Index.

**"Valuation Time"** means:

- (a) in respect of an Index (other than a Multiple Exchange Index), the Scheduled Closing Time on the relevant Exchange on the Initial Valuation Date, Auto-Call Valuation Date, the Valuation Date or such other day as determined by the Calculation Agent, as the case may be. 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 respect of a Multiple Exchange Index, (i) for the purposes of determining whether a Market Disruption Event has occurred: (x) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (y) in respect of any options contracts or futures 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.

**"Worst Performing Index Performance"** means, in respect of an Auto Call Valuation Date or the Valuation Date, the lowest Index Performance of the Indices in respect of such Auto Call Valuation Date or such Valuation Date, as the case may be, **provided that** if two or more Index Performances in respect of such Auto Call Valuation Date or such Valuation Date, as the case may be are the same, the Calculation Agent shall determine which Index Performance shall constitute the Worst Performing Index Performance in respect of such day.

## 2. **Redemption, Payment and Transfer**

The Preference Shares shall not be redeemed except as provided for in the Conditions and Article 48(a) (Redemption of Redeemable Preference Shares) of the Articles shall not apply.

The method for determining the Final Preference Share Redemption Amount or the Early Preference Share Redemption Amount shall be as set out in the Conditions and Article 48(d) (Redemption of Redeemable Preference Shares) of the Articles shall not apply.

The Final Preference Share Redemption Amount or Early Preference Share Redemption Amount, as the case may be, may not be less than GBP 0.0001 and will be rounded to the nearest two decimal places in the Settlement Currency, 0.00005 being rounded downwards, **provided that** in the case of Preference Shares redeemed at the same time by the same Shareholder, such rounding shall only occur following calculation of the aggregate amounts due in respect of such Preference Shares.

### 2.1 **Final Redemption**

If the Preference Shares have not been previously redeemed in accordance with Condition 2.3 (*Company Call*), Condition 2.4 (*Shareholder Put*) or Condition 3 (*Early Redemption if there is an Early Preference Share Redemption Event*), each Shareholder shall have the right exercisable from and including the last occurring Valuation Date or the first Auto-Call Valuation Date on which an Auto-Call Trigger Event has occurred, as applicable, to and including the Final Preference Share Redemption Date, by giving notice to the Company, to require the Company immediately to pay or cause to be paid, and if that right is not exercised, the Company will pay or cause to be paid on the Final Preference Share Redemption Date, the Final Preference Share Redemption Amount in respect of each Preference Share in the Settlement Currency, subject to applicable laws, the Articles and the Conditions. The provisions of Article 48(a), (b) and (c) (Redemption of Redeemable Preference Shares) shall not apply to the Preference Shares.

### 2.2 **Payment on a Winding Up or Return of Capital**

The provisions of Articles 46(a) (Capital) and 46(b) (Capital) shall apply to the Preference Shares.

### 2.3 **Company Call**

The Company shall have the right exercisable during the Call and Put Period to redeem compulsorily all of the then outstanding Preference Shares at the Call and Put Redemption Amount payable on the date that right is exercised in accordance with the Articles, the Conditions and in the manner determined by the Company.

Upon the Company exercising its right in accordance with this Condition 2.3 (*Company Call*), it shall give an Early Preference Share Redemption Notice as soon as practicable to Shareholders in accordance with Condition 6 (*Notices*) of the early redemption of each of the then outstanding Preference Shares.

### 2.4 **Shareholder Put**

If the Company has not given notice of its right to redeem compulsorily the Preference Shares in accordance with Condition 2.3 (*Company Call*), each Shareholder shall have the right exercisable during the Call and Put Period, by giving notice to the Company, to have all of its Preference Shares redeemed at the Call and Put Redemption Amount payable on the date that right is exercised in accordance with the Articles, the Conditions and in the manner determined by the Company.

Upon the occurrence of a Shareholder exercising its right in accordance with this Condition 2.4 (*Shareholder Put*), the Company shall give an Early Preference Share Redemption Notice as soon as practicable to Shareholders in accordance with Condition 6 (*Notices*) of the early redemption of each of the then outstanding Preference Shares.

2.5 **Transfer of Preference Shares**

The Preference Shares may only be transferred if all Preference Shares in issue are transferred together to the same transferee.

3. **Early Redemption if there is an Early Preference Share Redemption Event**

If the Company, or the Calculation Agent on behalf of the Company, determines that there is an Early Preference Share Redemption Event falling within paragraphs (a) to (c) of the definition of Early Preference Share Redemption Event, the Company, or the Calculation Agent on behalf of the Company, may, but shall not be obliged to elect to redeem early the Preference Shares by giving an Early Preference Share Redemption Notice to Shareholders in accordance with Condition 6 (*Notices*) below, and if the Company, or the Calculation Agent on behalf of the Company, determines that there is an Early Preference Share Redemption Event falling within paragraph (d) of that definition then the Company, or the Calculation Agent on behalf of the Company, must redeem early the Preference Shares by giving an Early Preference Share Redemption Notice to Shareholders in accordance with Condition 6 (*Notices*) below.

For the purposes of this Condition 3 (*Early Redemption if there is an Early Preference Share Redemption Event*) only, following the delivery of an Early Preference Share Redemption Notice, each Shareholder shall have the right exercisable from and including the Early Preference Share Valuation Date to and including the Early Preference Share Redemption Date to require the Company to redeem the Preference Shares immediately (and if that right is not exercised the Company will redeem all of the Preference Shares on the Early Preference Share Redemption Date) at the Early Preference Share Redemption Amount in respect of each Preference Share, subject to applicable laws, the Articles and the Conditions.

4. **Dividends**

In accordance with the Articles, no dividends will be paid in respect of the Preference Shares.

5. **Further Preference Shares**

The Company shall be entitled to issue further Preference Shares from time to time to be consolidated and form a single class with the Preference Shares **provided that** the rights conferred upon the Shareholders shall not be varied, amended or abrogated by the creation, allotment or issue of any further Preference Shares of the same class as the Preference Shares or any different class.

6. **Notices**

Notices to Shareholders shall be delivered to Shareholders at the address for each Shareholder set out in the register of members of the Company with a copy to the Calculation Agent. Any such notice will become effective on the first calendar day after such delivery to such address. Where a notice is being delivered in accordance with Condition 3 (*Early Redemption if there is an Early Preference Share Redemption Event*), such notice shall specify the relevant Early Preference Share Valuation Date. A copy of any Early Preference Share Redemption Notice shall also be delivered to any Hedging Counterparty.

Notices to the Company shall be delivered to the Company at the address of the registered office of the Company with a copy to the Calculation Agent. Any such notice will become effective on the first calendar day after such delivery to such address.

7. **Calculations and Determinations**

Any calculations, determinations and adjustments to be made in relation to the Conditions shall, unless otherwise specified, be made by the Calculation Agent and in such a manner as the Calculation Agent determines is appropriate acting in good faith and in a commercially reasonable

manner (having regard in each case to the criteria stipulated in the Conditions and the hedging arrangements entered into with any Hedging Counterparty).

Notwithstanding that certain calculations, determinations and adjustments in the Conditions may be expressed to be on a certain date, the Calculation Agent may make such calculations, determinations and adjustments in respect of that date on a date after that date determined by it acting in good faith and in a commercially reasonable manner.

Pursuant to the Conditions the Calculation Agent has a number of discretions. These are necessary since certain circumstances or the occurrence of certain events may materially affect the costs to the Company and/or a Hedging Counterparty (including in relation to any Related Financial Product) and/or any issuer or obligor of a Related Financial Product of maintaining the Preference Shares or a Related Financial Product or hedging arrangements for the Preference Shares or a Related Financial Product, in each case before and after the occurrence of such event in a way which has not been reflected in the pricing of the Preference Shares and/or the Related Financial Product. In addition, certain circumstances may arise where it is not reasonably practicable or otherwise not appropriate for certain valuations to be carried out in relation to relevant Index or Indices and in these circumstances the Calculation Agent also may exercise certain discretions acting in good faith and in a commercially reasonable manner.

8. **Severability**

Should any one or more of the provisions contained in the Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

9. **Governing Law And Jurisdiction**

The Conditions and all non-contractual obligations arising from or in connection with the Conditions shall be governed by and shall be construed in accordance with English law. The English courts shall have exclusive jurisdiction to deal with any dispute and all non-contractual obligations arising from or in connection with the Conditions.

10. **Contracts (Rights of Third Parties) Act 1999**

No person shall have any rights to enforce any terms or conditions of the Preference Shares under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

11. **Calculation Agent Modifications**

The Calculation Agent will employ the methodology and comply with the provisions described in the Conditions to determine the amounts payable in respect of the Preference Shares. The Calculation Agent's determination in the application of such methodology and compliance with the provisions shall be final, conclusive and binding on the Company and Shareholders except in the case of manifest error.

The Calculation Agent shall be free to modify such methodology or provisions from time to time, acting in good faith and in a commercially reasonable manner, (1) as it deems appropriate in response to any market, regulatory, juridical, fiscal or other circumstances which may arise which, in the opinion of the Calculation Agent, necessitates or makes desirable (taking into account the interests of the Company and any obligor of a Related Financial Product) a modification or change of such methodology or provisions or (2) for the purposes of (i) preserving the intended economic terms of the Preference Shares or (ii) curing any ambiguity or correcting or supplementing any provision of the Conditions or (iii) accounting for any change in the basis on which any relevant values, levels or information is calculated or provided which would materially change the commercial effect of any provision or provisions of the Conditions or (iv) replacing any information provider or source or (v) making amendments to the provisions of a formal, minor or technical nature or (vi) correcting any manifest or proven errors or (vii) making such amendments to comply with mandatory provisions of any applicable laws, **provided that** no modification by the Calculation Agent constituting a variation (or deemed variation) of the rights of the Preference Shares (or any other class of shares of the Company) for the purposes of sections 630-640 of the

Companies Act 2006 and/or the Articles shall have effect unless previously approved in accordance with the Companies Act 2006 and the Articles.

Other than with respect to payments, where the Company fails to exercise any discretion or take any action provided to it in the Conditions when the exercise of such discretion or action would be necessary or desirable (as determined by the Calculation Agent), the Calculation Agent may exercise such discretion on its behalf acting in good faith and in a commercially reasonable manner.

12. **Consequences of Disrupted Days**

If any Scheduled Valuation Date in respect of an Index is a Disrupted Day in respect of such Index, then the Initial Valuation Date, the Valuation Date or the Auto-Call Valuation Date, as the case may be, for such Index shall be the first succeeding Scheduled Trading Day for such Index that is not a Disrupted Day relating to that Index, unless each of the Specified Maximum Number of Disrupted Days for such Index immediately following the relevant Scheduled Valuation Date is a Disrupted Day relating to that Index (the "**Limit Date**"). In that case, (a) that Limit Date shall be deemed to be the Initial Valuation Date, the Valuation Date or the Auto-Call Valuation Date, as the case may be, for the relevant Index notwithstanding the fact that such day is a Disrupted Day for such Index, and (b) the Calculation Agent shall determine the level of such Index as of the Valuation Time on that Limit Date in accordance with (subject to the Adjustment Provisions), 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 that Limit Date of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that Limit Date, its good faith estimate of the value for the relevant security as of the Valuation Time on that Limit Date).

13. **Adjustments**

(a) ***Successor Index***

If a relevant Index is (i) not calculated and announced by the Index Sponsor but is calculated and published by a successor to that Index Sponsor (the "**Successor Index Sponsor**") acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of such Index, then in each case that Index (the "**Successor Index**") will be deemed to be the Index.

(b) ***Index Adjustment Events.***

If (i) on or prior to the Initial Valuation Date, the Valuation Date or an Auto-Call Valuation Date the relevant Index Sponsor announces that it will make a material change in the formula for or the method of calculating the relevant Index or in any other way materially modifies the Index (other than a modification prescribed in the formula or method to maintain that Index in the event of changes in its constituent securities, capitalisation and other routine events) (an "**Index Modification**") or permanently cancels that Index and no Successor Index exists (an "**Index Cancellation**") or (ii) on the Initial Valuation Date, the relevant Auto-Call Valuation Date or the Valuation Date, as the case may be, such Index Sponsor or, if applicable, the Successor Index Sponsor, fails to calculate and announce the relevant Index Level (an "**Index Disruption**") or (iii) at any time an Administrator/Benchmark Event occurs (together with an Index Modification, an Index Cancellation and an Index Disruption, each an "**Index Adjustment Event**"), then (A) in the case of an Index Modification or an Index Disruption, the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Preference Shares and, if so, shall calculate any relevant adjustment to the Conditions which may include, without limitation (i) an adjustment to any value, date, variable or other provision to take into account the relevant Index Adjustment Event, (ii) delaying the Initial Valuation Date, the relevant Auto-Call Valuation Date or the Valuation Date, as the case may be, until the relevant Index Adjustment Event no longer exists or (iii) determining the Index Level for such Index for each date following such change, failure or cancellation on which the Index Level is required for the purposes of the Preference Shares, using, in lieu of a published level for that Index, the level for that Index on such date as determined by the Calculation Agent 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 such Index immediately prior to that Index Adjustment Event and (B) in the case of an Index Cancellation or an Administrator/Benchmark Event, the Company may, at any time thereafter, determine that all but not some only of the Preference Shares shall be redeemed in accordance with Condition 3 (*Early Redemption if there is an Early Preference Share Redemption Event*).

(c) ***Consequences of an Administrator/Benchmark Event***

(i) If the Calculation Agent determines that an Administrator/Benchmark Event has occurred in relation to a relevant Index, then the Calculation Agent shall do any of the following:

(A) determine that references to such Index shall be deemed to be replaced by references to such index, benchmark or price source as the Calculation Agent determines would have the effect of placing the Company and/or the issuer of any Related Financial Product in an economically equivalent position to that which it would have been in had the Administrator/Benchmark Event not occurred (the "**Replacement Index**") (and in making such determination the Calculation Agent shall be entitled to take into account such facts and circumstances as it considers relevant including, without limitation, (i) any index, benchmark or other price source which measures the same market or economic reality as the Index and which is formally designated, nominated or recommended by the administrator or sponsor of the Index or (ii) any index, benchmark or other price source which is formally designated, nominated or recommended by any Relevant Nominating Body, in each case to replace the Index), in which case:

(1) references to such Index shall be deemed to be replaced with references to such Replacement Index with effect from the Administrator/Benchmark Event Determination Date; and

(2) the Calculation Agent shall make such other adjustments to the Conditions as it determines are necessary to account for the effect on the Preference Shares of referencing the Replacement Index in place of such Index including, without limitation, to any variable, margin, calculation methodology, valuation, settlement, payment terms or any other terms of the Preference Shares; or

(B) follow the steps for determining the relevant level of the Affected Index set out in Condition 13(b) (*Index Adjustment Events*) as if the Administrator/Benchmark Event were an Index Cancellation;

(C) determine that the Preference Shares shall be redeemed in accordance with Condition 3 (*Early Redemption if there is an Early Preference Share Redemption Event*);

**provided, however, that** if (x) it is or would be unlawful at any time under applicable law or regulation or (y) it would contravene any applicable licensing requirements, in each case, for any of the above provisions or determinations to apply to the Preference Shares, then such provision shall not apply and the Calculation Agent shall not make such determination (as the case may be) and the Calculation Agent shall instead take any of the above actions that complies with the applicable law, regulation or licensing requirements.

(ii) In making any determination under this Condition 13(c), the Calculation Agent shall take account of such facts and circumstances as it considers relevant, including, without limitation, any determinations made in respect of any hedging arrangements in relation to any Related Financial Product (including in respect of any termination or re-establishment of hedging arrangements) and the funding costs of the issuer of any Related Financial Product.



- (iii) If the Calculation Agent is not able to determine the Index in accordance with the provisions of this Condition 13(c) on any Index Determination Date, then the Index Determination Date shall be postponed to such date as it is able to make such determination and any Index Related Payment Date will also be postponed, if needed, such that the Related Payment Date shall fall at least three (3) Business Days following the postponed Index Determination Date.
- (iv) No further payment on account of interest or otherwise shall be due in respect of any payment postponed pursuant to this Condition 13(c).
- (v) The Calculation Agent shall promptly following the determination of any replacement for an Index pursuant to this Condition 13(c) give notice thereof and of any changes pursuant to paragraph (i)(A)(2) (as applicable) to the Company and the holders of the Preference Shares.
- (vi) Without prejudice, in the case of any Index-Linked Preference Shares, to the provisions of Condition 13(b) (*Index Adjustment Events*) in relation to an Index Modification, if the definition, methodology or formula for an Index, or other means of calculating the Index, is changed, then references to such Index shall be to such Index as so changed.

14. **Additional Disruption Events**

- (a) Following the occurrence of an Additional Disruption Event, the Calculation Agent will determine whether or not the Preference Shares shall continue or be redeemed early.
- (b) If the Calculation Agent determines that the Preference Shares shall continue, the Calculation Agent may make such adjustment as it considers appropriate, if any, to any one or more of the Conditions to account for the Additional Disruption Event and determine the effective date of that adjustment.
- (c) If the Calculation Agent determines that the Preference Shares shall be redeemed early, then the Company shall redeem all but not some only of the Preference Shares in accordance with Condition 3 (*Early Redemption if there is an Early Preference Share Redemption Event*).
- (d) Upon the occurrence of an Additional Disruption Event, the Company, or the Calculation Agent on behalf of the Company, shall give notice as soon as practicable to the Shareholders stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto **provided that** any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.

"**Additional Disruption Event**" means any of Change in Law, Hedging Disruption and/or Increased Cost of Hedging.

"**Change in Law**" means that on or after the Issue Date, (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Company determines that (A) it has become illegal for the Company or the Hedging Counterparty to hold, acquire or dispose of any securities comprising any Index or it has become illegal for the Company or the Hedging Counterparty to hold, acquire, purchase, sell or maintain one or more (x) positions or contracts in respect of any securities, options, futures, derivatives or foreign exchange in relation to the Preference Shares, any Related Financial Product, or in relation to the Company's or the Hedging Counterparty's hedging activities in connection with the Preference Shares or any Related Financial Product (y) stock loan transactions in relation to the Preference Shares or any Related Financial Product or (z) other instruments or arrangements (howsoever described) held by the Company or the Hedging Counterparty in order to hedge, individually or on a portfolio basis, the Preference Shares or any Related Financial Product relating to any Index or (B) the Company or any Hedging Counterparty will incur a materially increased cost in performing its obligations in relation to the Preference Shares or any Related Financial

Product (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Company and/or any Hedging Counterparty).

**"Hedging Disruption"** means that the Company and/or any Hedging Counterparty is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Company issuing and performing its obligations with respect to the Preference Shares or of any obligor of a Related Financial Product issuing and performing its obligations with respect to a Related Financial Product, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

**"Increased Cost of Hedging"** means that the Company and/or any Hedging Counterparty would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Company issuing and performing its obligations with respect to the Preference Shares or of any obligor of a Related Financial Product issuing and performing its obligations with respect to a Related Financial Product, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Company and/or any Related Financial Product obligor shall not be deemed an Increased Cost of Hedging.

#### 15. **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 Preference Shares is subsequently corrected and the correction is published by such Index Sponsor within one Settlement Cycle after the original publication, the Calculation Agent will make such adjustment as it determines to be appropriate, if any, to the settlement or payment terms of the Preference Shares 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 Preference Shares and the Calculation Agent determines that it is not practicable to make such an adjustment to account fully for such correction, the Company 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 Shareholder, 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 Shareholder (all as calculated by the Calculation Agent). Any such reimbursement shall be effected in such manner as the Company shall determine.

#### **CALCULATION AGENT DISCLAIMERS**

*The Calculation Agent makes no express or implied representations or warranties as to (a) the advisability of investing in or obtaining exposure to the Preference Shares, (b) the value of the Preference Shares at any particular time on any particular date, or (c) any amounts that may become payable in respect of the Preference Shares. The Calculation Agent shall not act as agent or trustee for the holders of the Preference Shares or any Related Financial Product.*

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