

GSSP BASE PROSPECTUS 3



BARCLAYS BANK PLC

(Incorporated with limited liability in England and Wales)

Pursuant to the Global Structured Securities Programme

What is this document?

This document (the "**Base Prospectus**") constitutes a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC (and amendments thereto) (the "**Prospectus Directive**") and is one of a number of prospectuses which relate to the Global Structured Securities Programme (the "**Programme**").

This Base Prospectus is valid for one year and may be supplemented from time to time to reflect any significant new factor, material mistake or inaccuracy relating to the information included in it.

What type of Securities does this Base Prospectus relate to?

This particular Base Prospectus ("**GSSP Base Prospectus 3**") relates to the issuance of securities (the "**Securities**"), which:

- will be issued in note form;
- may have any maturity;
- will bear interest on a periodic or bullet basis that is a combination of a fixed rate of interest (which could be zero) plus a rate of interest linked to the performance of an equity index (which could be zero); and
- upon maturity, will return par.

Who is the Issuer?

The Securities will be issued by Barclays Bank PLC (the "**Issuer**") which means that payments of principal and interest (if any) are subject to the Issuer's financial position and its ability to meet its obligations. This Base Prospectus contains information describing the Issuer's business activities as well as certain financial information and material risks faced by the Issuer.

How do I use this Base Prospectus?

This Base Prospectus, together with certain other documents listed within, is intended to provide investors with information necessary to enable them to make an informed investment decision before purchasing any Securities.

The contractual terms of any particular issuance of Securities will be comprised of the terms and conditions set out at pages 47 – 76 of this Base Prospectus (the "**General Conditions**"), as completed by a separate Final Terms document, which is specific to that issuance of Securities (the "**Final Terms**").

The General Conditions are comprised of four Sections (A to D):

- Sections A: INTRODUCTION, B: FORM, TITLE, TRANSFER, CALCULATIONS AND PAYMENTS UNDER THE SECURITIES and D: GENERAL PROVISIONS apply to all issuances of Securities; and
- Only certain provisions of Section C: INTEREST AND FINAL REDEMPTION will apply to a particular issuance of Securities. The applicable provisions will be specified in the Final Terms.

The relevant economic terms applicable to the interest payable (if any) on the Securities will be calculated in accordance with the relevant sub-paragraph from General Condition 5 (*Interest*) that is specified to be applicable in the Final Terms.

Worked examples of hypothetical Securities are set out in the section called 'How the return on your investment is calculated' which explains how the calculations in Section C of the General Conditions will be made.

This Base Prospectus also includes other general information such as information relating to the Issuer, information about the material risks relating to investing in Securities and information on selling and transfer restrictions.

All capitalised terms used will be defined in this Base Prospectus or the Final Terms and are set out in the Index to this Base Prospectus.

What other documents do I need to read?

This Base Prospectus contains all information which is necessary to enable investors to make an informed decision regarding the financial position and prospects of the Issuer and the rights attaching to the Securities. Some of this information is incorporated by reference from other publicly available documents and some of this information is completed in an issue-specific document called the Final Terms. You should read the documents incorporated by reference, as well as the Final Terms in respect of such Securities, together with this Base Prospectus.

Documents will be made available at the registered office of the Issuer and at <http://www.barclays.com/InvestorRelations/DebtInvestors>.

What information is included in the Final Terms?

While the Base Prospectus includes general information about all Securities, the Final Terms is the document that sets out the specific details of each particular issuance of Securities.

The Final Terms will contain, for example:

- the issue date;
- the scheduled redemption date;
- the interest payment dates;
- the fixed rate of interest;
- the type of performance rate of interest; and
- any other information needed to complete the terms of this Base Prospectus (identified by the words 'as specified in the Final Terms' or other equivalent wording).

Wherever the General Conditions provide optional provisions, the Final Terms will specify which of those provisions apply to a specific issuance of your Securities.

What type of Underlying Assets may the Securities be linked to?

The interest of the Securities issued under this Base Prospectus will be linked to the percentage performance of an equity index (the "**Underlying Asset**").



19 June 2013

IMPORTANT INFORMATION

FOR ALL SECURITIES, IF THE ISSUER BECOMES INSOLVENT OR BANKRUPT OR OTHERWISE FAILS TO MAKE ITS PAYMENT OBLIGATIONS ON THE SECURITIES, INVESTORS WILL LOSE SOME OR ALL OF THEIR ORIGINAL INVESTMENT.

INVESTING IN SECURITIES INVOLVES CERTAIN RISKS, AND INVESTORS SHOULD FULLY UNDERSTAND THESE BEFORE THEY INVEST. SEE '*RISK FACTORS*' ON PAGES 19 TO 30 OF THIS BASE PROSPECTUS.

No Investment Advice

Neither this Base Prospectus nor any Final Terms is, or purports to be, investment advice. Unless expressly agreed otherwise with a particular investor, neither the Issuer nor any Manager is acting as an investment adviser, providing advice of any other nature, or assuming any fiduciary obligation to any investor in Securities.

Responsibility and Consent

The Issuer accepts responsibility for the information contained in this Base Prospectus and any Final Terms. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus and any Final Terms is in accordance with the facts and contains no omission likely to affect the import of such information.

The Issuer does not consent to the use of this Base Prospectus by any other party.

Other than as set out above, neither the Issuer nor any of the Managers has authorised (nor do they authorise or consent to the use of this Base Prospectus in connection with) the making of any public offer of the Securities by any person in any circumstances. Any such unauthorised offers are not made on behalf of the Issuer or any of the Managers and none of the Issuer or any of the Managers has any responsibility or liability for the actions of any person making such offers.

No person has been authorised to give any information or to make any representation not contained in or inconsistent with this Base Prospectus or any Final Terms. If given or made, it must not be relied upon as having been authorised by the Issuer or any Manager. The Issuer does not accept responsibility for any information not contained in this Base Prospectus or any Final Terms.

Ratings

The credit ratings included or referred to in this Base Prospectus, any Final Terms or any document incorporated by reference are, for the purposes of Regulation (EC) No 1060/2009 on credit rating agencies (the "**CRA Regulation**") issued by Fitch Ratings Limited ("**Fitch**"), Moody's Investors Service Ltd. ("**Moody's**"), Moody's Investors Service, Inc. ("**Moody's Inc.**"), Standard & Poor's Credit Market Services Europe Limited ("**Standard & Poor's**"), DBRS Inc. ("**DBRS**"), AM Best Europe-Rating Services Ltd. ("**AMBERS**"), Japan Credit Rating Agency, Ltd ("**Japan CRA**"), Rating and Investment Information, Inc ("**Rating Inc.**"), Egan-Jones Ratings Company ("**Egan-Jones**"), Kroll Bond Rating Agency, Inc. ("**Kroll**") and Morningstar Credit Ratings, LLC ("**Morningstar**").

Each of Fitch, Moody's, Standard & Poor's, AMBERS, and Japan CRA is established in the European Union and has been registered under the CRA Regulation.

Each of Moody's Inc., DBRS, Rating Inc., Egan-Jones, Kroll and Morningstar is not established in the European Union and has not been registered under the CRA Regulation.

As of the date of this Base Prospectus, the short term unsecured obligations of the Issuer are rated A-1 by Standard & Poor's, P-1 by Moody's, and F1 by Fitch and the long-term obligations of the Issuer are rated A+ by Standard & Poor's, A2 by Moody's, and A by Fitch.

Independent Evaluation

Nothing set out or referred to in this Base Prospectus is intended to provide the basis of any credit or other evaluation (except in respect of any purchase of Securities described herein) or should be

considered as a recommendation by the Issuer or any Manager that any recipient of this Base Prospectus (or any document referred to herein) should purchase any Securities.

An investor should not purchase the Securities unless they understand the extent of their exposure to potential loss. Investors are urged to read the factors described in the section headed 'Risk Factors', together with the other information in this Base Prospectus (including any information incorporated by reference), as supplemented from time to time, and the Final Terms, before investing in the Securities.

Investors should note that the risks described in the section headed 'Risk Factors' are not the only risks that the Issuer faces or that may arise because of the nature of the Securities. The Issuer has described only those risks relating to its operations and to the Securities that it considers to be material. There may be additional risks that the Issuer currently considers not to be material or of which it is not currently aware.

Given the nature, complexity and risks inherent in the Securities (and investments relating to any Underlying Assets), the Securities may not be suitable for an investor's investment objectives in the light of his or her financial circumstances. Investors should consider seeking independent advice to assist them in determining whether the Securities are a suitable investment for them or to assist them in evaluating the information contained or incorporated by reference into this Base Prospectus or set out in the Final Terms.

US foreign account tax compliance withholding

THE FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE ISSUER, THE SECURITIES AND THE INVESTORS IS UNCERTAIN AT THIS TIME. INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISERS TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO LEARN HOW THIS LEGISLATION MIGHT AFFECT EACH INVESTOR IN HIS OR HER PARTICULAR CIRCUMSTANCE, INCLUDING HOW THE FATCA RULES MAY APPLY TO PAYMENTS RECEIVED UNDER THE SECURITIES.

Change of Circumstances

Neither the delivery of this Base Prospectus or any Final Terms, nor any sale of Securities pursuant thereto shall create any impression that information therein relating to the Issuer is correct at any time subsequent to the date thereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same (the foregoing being without prejudice to the Issuer's obligations under applicable rules and regulations).

Representations

In connection with the issue and sale of Securities, no person has been authorised to give any information or to make any representation not contained in or consistent with the Base Prospectus and Final Terms and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer. The Issuer does not accept responsibility for any information not contained in the Base Prospectus and Final Terms. This document does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offering or solicitation and no action is being taken to permit an offering of the Securities or the distribution of this Base Prospectus in any jurisdiction where action is required.

Regulatory approval for the purposes of the EU Prospectus Directive

This Base Prospectus has been approved by the United Kingdom Financial Conduct Authority (the "FCA", previously the "FSA") in its capacity as competent authority in the United Kingdom (the "UK Listing Authority") as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in the United Kingdom for the purpose of giving information with regard to the issue of Securities under the Programme on and during the period of twelve months after the date hereof.

The contents of this Base Prospectus have not been reviewed or approved by any regulatory authority other than the UK Listing Authority.

Listing and Admission to Trading

Applications may be made for the listing of Securities on the Official List of the UK Listing Authority and for the admission to trading on the Regulated Market of the London Stock Exchange.

Distribution

The distribution or delivery of this Base Prospectus or any Final Terms and any offer or sale of Securities in certain jurisdictions may be restricted by law. This document does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offering or solicitation. Other than as expressly described in this Base Prospectus, no action is being taken to permit an offering of Securities or the delivery of this Base Prospectus in any jurisdiction. Persons into whose possession this Base Prospectus or any Final Terms come are required by the Issuer to inform themselves about and to observe any such restrictions.

Subject to the restrictions and conditions set out in this Base Prospectus, the categories of potential investors to which the Securities are intended to be offered are retail and institutional investors in the United Kingdom and retail investors in Taiwan.

Details of selling restrictions for various jurisdictions are set out in the section headed 'Purchase and Sale'.

United States Selling Restrictions

The Securities have not been and will not be registered under the US Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States. The Securities are being offered and sold outside the United States to non-US persons in reliance on Regulation S ("**Regulation S**") under the Securities Act.

The Securities may be in the form of Bearer Securities that are not Cleared Securities and therefore subject to US tax law requirements. Subject to certain exceptions, Securities may not be offered, sold or, in the case of Bearer Securities, delivered within the United States or to US persons (as defined in Regulation S under the Securities Act) or, in the case of a Bearer Security that is not a Cleared Security, to, or for the account or benefit of, US persons (as defined in the US Internal Revenue Code of 1986, as amended, and the regulations thereunder).

For a description of these and certain further restrictions on offers, sales and transfers of Securities and delivery of this Base Prospectus and any Final Terms, see '*Purchase and Sale*' and '*Clearance, Settlement and Transfer Restrictions*' herein.

THE SECURITIES HAVE NOT BEEN AND WILL NOT BE APPROVED OR DISAPPROVED BY THE US SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER US REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF SECURITIES OR THE ACCURACY OR THE ADEQUACY OF THE OFFERING DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

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SUMMARY

Summaries are made up of disclosure requirements known as 'elements'. These elements are numbered in Sections A – E (A.1 – E.7).

This Summary contains all the elements required to be included in a summary for these types of securities and issuer. Because some elements are not required to be addressed, there may be gaps in the numbering sequence of the elements.

Even though an element may be required to be inserted in the summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the element. In this case a short description of the element is included in the summary after the words 'not applicable'.

Section A – Introduction and Warnings		
A.1	Introduction and Warnings	<p>This Summary should be read as an introduction to the Base Prospectus. Any decision to invest in Securities should be based on consideration of the Base Prospectus as a whole, including any information incorporated by reference, and read together with the Final Terms</p> <p>Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff might, under the national legislation of the relevant Member State of the European Economic Area, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.</p> <p>No civil liability shall attach to any responsible person solely on the basis of this Summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in the Securities.</p>
A.2	Consent by the Issuer to the use of prospectus in subsequent resale or final placement of Securities, indication of offer period and conditions to consent for subsequent resale or final placement, and warning	Not applicable; the Issuer has not consented to the use of the Base Prospectus for subsequent resales or final placement of securities by financial intermediaries.
Section B – Issuer		
B.1	Legal and commercial name of the Issuer	The Securities are issued by Barclays Bank PLC (the " Issuer ").

B.2	Domicile and legal form of the Issuer, legislation under which the Issuer operates and country of incorporation of the Issuer	The Issuer is a public limited company registered in England and Wales. The Issuer was incorporated on 7 August 1925 under the Colonial Bank Act 1925 and, on 4 October 1971, was registered as a company limited by shares under the Companies Act 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on 1 January 1985, the Issuer was re-registered as a public limited company.
B.4 b	Known trends affecting the Issuer and industries in which the Issuer operates	<p>The business and earnings of the Issuer and its subsidiary undertakings (together, the "Group") can be affected by the fiscal or other policies and other actions of various governmental and regulatory authorities in the UK, EU, US and elsewhere, which are all subject to change. The regulatory response to the financial crisis has led and will continue to lead to very substantial regulatory changes in the UK, EU and US and in other countries in which the Group operates. It has also (amongst other things) led to (i) a more assertive approach being demonstrated by the authorities in many jurisdictions, and (ii) enhanced capital and liquidity requirements (for example pursuant to the fourth Capital Requirements Directive (CRD IV)). Any future regulatory changes may restrict the Group's operations, mandate certain lending activity and impose other, significant compliance costs.</p> <p>Known trends affecting the Issuer and the industry in which the Issuer operates include:</p> <ul style="list-style-type: none"> • continuing political and regulatory scrutiny of the banking industry which is leading to increased or changing regulation that is likely to have a significant effect on the industry; • general changes in regulatory requirements, for example, prudential rules relating to the capital adequacy framework and rules designed to promote financial stability and increase depositor protection; • the US Dodd-Frank Wall Street Reform and Consumer Protection Act, which contains far reaching regulatory reform (including restrictions on proprietary trading and fund-related activities (the so-called 'Volcker rule')); • recommendations by the Independent Commission on Banking that: (i) the UK and EEA retail banking activities of a UK bank or building society should be placed in a legally distinct, operationally separate and economically independent entity (so-called 'ring-fencing'); and (ii) the loss-absorbing capacity of ring-fenced banks and UK-headquartered global systemically important banks (such as the Issuer) should be increased to levels higher than the Basel 3 proposals; • investigations by the Office of Fair Trading into Visa and MasterCard credit and debit interchange rates, which may have an impact on the consumer credit industry; • investigations by regulatory bodies in the UK, EU and US into submissions made by the Issuer and other panel members to the bodies that set various interbank offered rates such as the London Interbank Offered Rate ("LIBOR") and the Euro Interbank Offered Rate ("EURIBOR"); and • changes in competition and pricing environments.
B.5	Description of the group and	The Group is a major global financial services provider. The whole of the issued ordinary share capital of the Issuer is beneficially owned by

	the Issuer's position within the group	Barclays PLC, which is the ultimate holding company of the Group.
B.9	Profit forecast or estimate	Not Applicable; the Issuer has chosen not to include a profit forecast or estimate.
B.10	Nature of any qualifications in audit report on historical financial information	Not Applicable; the audit report on the historical financial information contains no such qualifications.
B.12	Selected key financial information; no material adverse change and no significant change statements	<p>Based on the Group's audited financial information for the year ended 31 December 2012, the Group had total assets of £1,490,747 million (2011: £1,563,402 million), total net loans and advances of £466,627 million (2011: £478,726 million), total deposits of £462,806 million (2011: £457,161 million), and total shareholders' equity of £62,894 million (2011: £65,170 million) (including non-controlling interests of £2,856 million (2011: £3,092 million)). The profit before tax from continuing operations of the Group for the year ended 31 December 2012 was £99 million (2011: £5,974 million) after credit impairment charges and other provisions of £3,596 million (2011: £3.802 million) The financial information in this paragraph is extracted from the audited consolidated financial statements of the Issuer for the year ended 31 December 2012.</p> <p>There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2012.</p> <p>There has been no significant change in the financial or trading position of the Issuer or the Group since 31 December 2012.</p>
B.13	Recent events particular to the Issuer which are materially relevant to the evaluation of Issuer's solvency	<p>On 6 December 2012, the Issuer announced that it had agreed to combine the majority of its Africa operations (the "Portfolio") with Absa Group Limited ("Absa"). The proposed combination is to be effected by way of an acquisition by Absa of the Portfolio for a consideration of 129,540,636 Absa ordinary shares (representing a value of approximately £1.3 billion). As a result of the transaction, the Issuer's stake in Absa will increase from 55.5 per cent to 62.3 per cent.</p> <p>On 9 October 2012, the Issuer announced that it had agreed to acquire the deposits, mortgages and business assets of ING Direct UK. Under the terms of the transaction, which completed on 5 March 2013, the Issuer acquired amongst other business assets a deposit book with balances of approximately £11.4 billion and a mortgage book with outstanding balances of approximately £5.3 billion.</p> <p>On 22 May 2012, the Issuer announced that it had agreed to dispose of the Issuer's entire holding in BlackRock, Inc. ("BlackRock") pursuant to an underwritten public offer and a partial buy-back by BlackRock. On disposal, the Issuer received net proceeds of approximately US\$ 5.5 billion (£3.5 billion).</p> <p>On 12 February 2013, the Issuer announced the outcome of a strategic review. As a result of certain commitments made in the review, the Issuer incurred a restructuring charge of approximately £154 million in the first quarter of 2013 and expects to incur costs associated with implementing the restructuring plan of £1 billion in 2013, £1 billion in 2014 and £0.7 billion in 2015.</p>

B.14	Dependency of the Issuer on other entities within the group	<p>The whole of the issued ordinary share capital of the Issuer is beneficially owned by Barclays PLC, which is the ultimate holding company of the Group.</p> <p>The financial position of the Issuer is dependent on the financial position of its subsidiary undertakings.</p>
B.15	Description of the Issuer's principal activities	<p>The Group is a major global financial services provider engaged in retail and commercial banking, credit cards, investment banking, wealth management and investment management services with an extensive international presence in Europe, the United States, Africa and Asia.</p>
B.16	Description of whether the Issuer is directly or indirectly owned or controlled and by whom and nature of such control	<p>The whole of the issued ordinary share capital of the Issuer is beneficially owned by Barclays PLC, which is the ultimate holding company of the Issuer and its subsidiary undertakings.</p>
B.17	Credit ratings assigned to the Issuer or its debt securities	<p>The short term unsecured obligations of the Issuer are rated A-1 by Standard & Poor's Credit Market Services Europe Limited, P-1 by Moody's Investors Service Ltd. and F1 by Fitch Ratings Limited and the long-term obligations of the Issuer are rated A+ by Standard & Poor's Credit Market Services Europe Limited, A2 by Moody's Investors Service Ltd. and A by Fitch Ratings Limited.</p> <p>A specific issue of Securities may be rated or unrated, as specified below.</p> <p>This issue of Securities will [not be rated][be rated [●] by [Fitch Ratings Limited/Moody's Investors Service Ltd./Moody's Investors Service Inc./Standard & Poor's Credit Market Services Europe Limited/DBRS Inc./ AM Best Europe-Rating Services Ltd./ Japan Credit Rating Agency, Ltd/ Rating and Investment Information, Inc/ Egan-Jones Ratings Company/ Kroll Bond Rating Agency, Inc./ Morningstar Credit Ratings, LLC]].</p>
Section C – Securities		
C.1	Type and class of Securities being offered and/or admitted to trading	<p>The securities described in this Summary (the "Securities") are debt securities which incorporate certain elements of a derivative security and are issued as notes.</p> <p>The Securities will pay a rate of interest that consists of a fixed rate of interest (which could be zero) plus a rate of interest that is linked to the performance of an equity index (which could be zero). The value of the equity-index linked rate of interest depends on the type of calculation methodology selected and the performance of the underlying equity index to which it is linked. In the event that in respect of any given interest payment date each of the fixed rate of interest and equity index-linked interest rates amount to zero, no interest amount will be paid for that particular date.</p> <p>The Securities will be redeemed by payment of their nominal amount (i.e. their face value) on the scheduled redemption date (subject to postponement in certain circumstances).</p> <p>The Securities will be issued in one or more series (each a "Series") and each Series may be issued in tranches (each a "Tranche") on the same or</p>

		<p>different issue dates. The Securities of each Series are intended to be interchangeable with all other Securities of that Series.</p> <p>The Securities are transferable obligations of the Issuer that can be bought and sold by investors in accordance with the terms and conditions set out in the Base Prospectus (the "General Conditions"), as completed by the final terms document (the "Final Terms") (the General Conditions as so completed, the "Conditions").</p> <p>Governing Law: The Securities will be governed by English law.</p> <p>Form: [The Securities will initially be issued in [global bearer form][global registered form] and may be exchanged for definitive securities upon the occurrence of certain events.] [The Securities are issued in definitive registered form.]</p> <p>Identification: Series number: [●]; Tranche number: [●].</p> <p>Identification Codes: ISIN Code: [●]; Common Code: [●].</p>
C.2	Currency	<p>Subject to compliance with all applicable laws, regulations and directives, Securities may be issued in any currency.</p> <p>The Securities will be denominated in [pounds sterling ("GBP")][Euro ("EUR")][United States dollars ("USD")][●].</p>
C.5	Description of restrictions on free transferability of the Securities	<p>With respect to the United States, Securities offered and sold outside the United States to non-US persons in reliance on 'Regulation S' must comply with transfer restrictions.</p> <p>Interests in Securities traded in any clearing system will be transferred in accordance with the procedures and regulations of that clearing system.</p> <p>Subject to the above, the Securities will be freely transferable.</p>
C.8	Description of rights attached to the Securities and limitations to those rights; ranking of the Securities	<p>Price: Securities will be issued at a price and in such denominations as agreed between the Issuer and the Manager(s) at the time of issuance. The minimum denomination will be the calculation amount in respect of which interest and redemption amounts will be calculated.</p> <p>Status: Securities are direct, unsubordinated and unsecured obligations of the Issuer and rank equally among themselves.</p> <p>Taxation: All payments in respect of the Securities shall be made without withholding or deduction for or on account of any taxes imposed by the Issuer's country of incorporation (or any authority or political subdivision thereof or therein) unless such withholding or deduction is required by law. If any amounts are required to be withheld, the Issuer shall not have any obligation to pay any additional amounts to any investor in respect of any amounts withheld.</p> <p>Events of default: If the Issuer fails to make any payment due under the Securities (and such failure is not remedied within 30 days, or in the case of interest 15 days), the Securities will become immediately due and payable, upon notice being given by the holder.</p> <p>Meetings: The Securities contain provisions for investors to call and attend meetings to vote upon proposed amendments to the terms of the Securities or to pass a written resolution in the absence of such a meeting. These provisions permit defined majorities to approve certain amendments that will bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the</p>

		<p>majority.</p> <p>The issue price of the Securities is [●] per cent. The [minimum] denomination of each Security is [●] (the "Calculation Amount").</p>
C.9	Interest/Redemption	<p>Interest</p> <p>Securities issued pursuant to this Base Prospectus will bear interest on a periodic or one-off basis and will be calculated as the sum of (i) a designated fixed rate (which could be zero) and (ii) a performance rate to be determined in respect of each interest payment date (specified below) based on the performance of or fluctuations in a specified equity index (which could be zero).</p> <p>In respect of each Security and on each interest payment date, you will receive an amount calculated by applying the sum of the relevant fixed rate and relevant performance rate to the nominal amount. The fixed rate for each interest payment date will be [[●]%][zero].</p> <p>The performance rate for each interest payment date will</p> <p>[depend on, in the case of 'Digital' performance rate, the level of the Index on the valuation date corresponding to that interest payment date relative to [●] (this level is known as the 'digital bench level'). If the Index is at or above the digital bench level, the performance rate will be equal to [●] (the digital level higher). If the Index is below the digital bench level, the performance rate will be equal to [●] (the digital level lower).]</p> <p>[depend on, in the case of 'European' performance rate, the level of the Index on the valuation date corresponding to that interest payment date, relative to [●] (the strike date). This is calculated by subtracting [●] (a specified barrier level, the "Barrier") from (i) the level of the Index on such valuation date, divided by the level of the Index on the strike date, (ii) minus 1. The result of this calculation (which will not be less than zero), will then be multiplied by [●] (the specified participation rate) to give the performance rate for that interest payment date.]</p> <p>[depend on, in the case of 'Cliquet 1' performance rate, the arithmetic average of the absolute changes (i.e. any negative figure is treated as a positive) in the level of the Index from one valuation date to the next in the period between interest payment dates (the interest period). The absolute change in the level of the Index is calculated as (i) the level of the Index on each valuation date in the interest period, divided by the level of the Index on the immediately preceding valuation date (or in the case of the first valuation date in the first interest payment date only, divided by the level of the index on the strike date), (ii) minus 1, and expressed as a positive number if it would otherwise be negative. This is calculated for each valuation date in connection with such interest payment date and then averaged by summing the result and dividing by the number of valuation dates. A barrier [of [●]] [for such interest payment date (see below)] is subtracted from such average, and the result of this calculation (which is subject to a floor of zero), is multiplied by [[●] (the specified participation rate)][the specified participation rate for such interest payment date (see below)] to give the performance rate for that interest payment date.]</p> <p>[depend on, in the case of 'Cliquet 2' performance rate, the lowest</p>

		<p>absolute change in the level of the Index from one valuation date to the next in the period between interest payment dates (the interest period).</p> <p>The absolute change in the level of the Index is calculated as (i) the level of the Index on each valuation date in the interest period, divided by the level of the Index on the immediately preceding valuation date (or in the case of the first valuation date in the first interest payment date only, divided by the level of the index on the strike date), (ii) minus 1, where such change is expressed as a positive number if it would otherwise be negative. The lowest (or joint lowest) absolute change is selected. A barrier [of [●]] [for such interest payment date (see below)] is then subtracted and the result of this calculation (which will not be less than zero), is multiplied by [[●] (the specified participation rate)] [the specified participation rate for such interest payment date (see below)] to give the performance rate for that interest payment date.]</p> <p>[The interest payment date[s] shall be [●], [●] and [●]. The valuation date[s] shall be, in respect of the interest payment date falling on [●], [●], in respect of the interest payment date falling on [●], [●] and in respect of the interest payment date falling on [●], [●]]. [The barrier shall be, in respect of the interest payment date falling on [●], [●] [, in respect of the interest payment date falling on [●], [●]] and in respect of the interest payment date falling on [●], [●].] [The participation shall be, in respect of the interest payment date falling on [●], [●] [, in respect of the interest payment date falling on [●], [●]] and in respect of the interest payment date falling on [●], [●].]</p> <p>Representative of holders: There is no trustee or any other representative of holders of the Securities.</p> <p>Final Redemption: The Securities will be redeemed on the scheduled redemption date (being [●]) at par (i.e. their face value).</p>
<p>C.10</p>	<p>Explanation of any derivative component in the interest payment</p>	<p>The interest amount payable (if any) will depend on the performance of the Index and the type of performance rate applicable. If held until maturity, each Security will be redeemed at par.</p> <p>[The interest payable on an interest payment date is calculated to be the sum of the fixed rate of interest (being [●]% [per annum]) and the performance rate (which may be zero) in respect of that interest payment date.]</p> <p>[The performance rate for an interest payment date depends on the level of the Index on the valuation date corresponding to such interest payment date. If the level is at or above the digital bench level the performance rate will be [●]%. If the level is below the digital bench level the performance rate will be [●]%.]</p> <p>[The performance rate for an interest payment date depends on the percentage change in the level of the Index from the strike date to the valuation date corresponding to such interest payment date. The greater such percentage change the greater the performance rate. The performance rate will be zero if the percentage change is less than or equal to the barrier.]</p> <p>[The performance rate for an interest payment date depends on the average of a number of absolute percentage changes (i.e. a decrease and an increase are both treated as positive changes) in the level of the Index. Each absolute percentage change is measured in respect of the level of the</p>

		<p>Index on each valuation date corresponding to the interest payment date relative to the level of the Index on the immediately preceding valuation date (or strike date in respect of the first valuation date for the first interest payment date). The greater the average absolute percentage change, the greater the performance rate. The performance rate will be zero if the average absolute percentage change is less than or equal to the [relevant] barrier.]</p> <p>[The performance rate for an interest payment date depends on the minimum out of a number of absolute percentage changes (i.e. a decrease and an increase are both treated as positive changes) in the level of the Index. Each absolute percentage change is measured in respect of the level of the Index on each valuation date corresponding to the interest payment date, relative to the level of the Index on the immediately preceding valuation date. The greater such minimum absolute percentage change the greater the performance rate. The performance rate will be zero if the smallest absolute percentage change is less than or equal to the [relevant] barrier.]</p>
C.11	Listing and admission to trading	<p>Securities may be listed on the official list of the UK Listing Authority and admitted to trading on the regulated market of the London Stock Exchange.</p> <p>[Application [has been/is expected to be] made by the Issuer to list the Securities on the official list of the UK Listing Authority and admit the Securities to trading on the regulated market of the London Stock Exchange] [with effect from [●].] [Not applicable; the Securities are not intended to be listed or admitted to trading.]</p>
		Section D – Risks
D.2	Key information on the key risks that are specific to the Issuer	<p>Credit Risk: The Issuer is exposed to the risk of suffering loss if any of its customers, clients or market counterparties fails to fulfil its contractual obligations. The Issuer may also suffer loss where the downgrading of an entity's credit rating causes a fall in the value of the Issuer's investment in that entity's financial instruments.</p> <p>Weak or deteriorating economic conditions negatively impact these counterparty and credit-related risks. In recent times, the economic environment in the Issuer's main business markets (being Europe and the United States) have been marked by generally weaker than expected growth, increased unemployment, depressed housing prices, reduced business confidence, rising inflation and contracting GDP. Operations in the Eurozone remain affected by the ongoing sovereign debt crisis, the stresses being exerted on the financial system and the risk that one or more countries may exit the Euro. The current absence of a predetermined mechanism for a member state to exit the Euro means that it is not possible to predict the outcome of such an event and to accurately quantify the impact of such event on the Issuer's profitability, liquidity and capital. If some or all of these conditions persist or worsen, they may have a material adverse effect on the Issuer's operations, financial condition and prospects.</p> <p>Market risk: The Issuer may suffer financial loss if the Issuer is unable to adequately hedge its balance sheet. This could occur as a result of low market liquidity levels, or if there are unexpected or volatile changes in interest rates, credit spreads, commodity prices, equity prices and/or foreign exchange rates.</p> <p>Liquidity risk: The Issuer is exposed to the risk that it may be unable to meet its obligations as they fall due as a result of a sudden, and potentially</p>

		<p>protracted, increase in net cash outflows. These outflows could be principally through customer withdrawals, wholesale counterparties removing financing, collateral posting requirements or loan draw-downs.</p> <p>Capital risk: The Issuer may be unable to maintain appropriate capital ratios, which could lead to: (i) an inability to support business activity; (ii) a failure to meet regulatory requirements; and/or (iii) credit ratings downgrades. Increased regulatory capital requirements and changes to what constitutes capital may constrain the Issuer's planned activities and could increase costs and contribute to adverse impacts on the Issuer's earnings.</p> <p>Legal and Regulatory-related risk: Non-compliance by the Issuer with applicable laws, regulations and codes relevant to the financial services industry could lead to fines, public reprimands, damage to reputation, increased prudential requirements, enforced suspension of operations or, in extreme cases, withdrawal of authorisations to operate.</p> <p>Reputation Risk: Reputational damage reduces – directly or indirectly – the attractiveness of the Issuer to stakeholders and may lead to negative publicity, loss of revenue, litigation, regulatory or legislative action, loss of existing or potential client business, reduced workforce morale, and difficulties in recruiting talent. Sustained reputational damage could have a materially negative impact on the Issuer's licence to operate and the value of the Issuer's franchise, which in turn could negatively affect the Issuer's profitability and financial condition.</p> <p>Infrastructure Resilience, Technology and Cyberspace risk: The Issuer is exposed to risks from cyberspace to its systems. If customer or proprietary information held on, and/or transactions processed through these systems, is breached, there could be a materially negative impact on the Issuer's performance or reputation.</p> <p>Taxation risk: The Issuer may suffer losses arising from additional tax charges, other financial costs or reputational damage due to: failure to comply with or correctly assess the application of, relevant tax law; failure to deal with tax authorities in a timely, transparent and effective manner; incorrect calculation of tax estimates for reported and forecast tax numbers; or provision of incorrect tax advice.</p>
<p>D.3</p>	<p>Key information on the key risks that are specific to the Securities</p>	<p>Investors in Securities may lose up to the entire value of their investment: Even though investors in the Securities are stated to receive par upon maturity, the investor is still exposed to the credit risk of the Issuer and will lose up to the entire value of their investment if the Issuer goes bankrupt or is otherwise unable to make the payment obligations. Investors may also lose some or all of their investment if they sell their Securities prior to maturity in the secondary market at an amount that is less than the initial purchase price.</p> <p>Settlement expenses: Payments and settlement under the Securities may be subject to deduction of taxes and settlement expenses which will reduce amounts payable to investors.</p> <p>Volatile market prices: The market value of the Securities is unpredictable and may be highly volatile, as it can be affected by many unpredictable factors, including: market interest and yield rates; fluctuations in currency exchange rates; exchange controls; the time remaining until the Securities mature; economic, financial, regulatory, political, terrorist, military or other events in one or more jurisdictions; changes in laws or regulations; and the Issuer's creditworthiness or</p>

		<p>perceived creditworthiness.</p> <p>Securities include embedded derivatives that are subject to adjustment: Securities which are linked to Underlying Assets are subject to provisions which provide for adjustments and modifications of their terms and alternative means of valuation of the Underlying Assets in certain circumstances (and which could be exercised by the Determination Agent in a manner which has an adverse effect on the market value and/or amount repayable in respect of the Securities).</p> <p>Interest linked to performance of Underlying Asset: The interest payable on the Securities, if any, is linked to the change in value of the Underlying Asset during the life of the Securities.</p> <p>As interest payments are partly contingent upon the performance of the Underlying Asset, if no fixed rate is specified in the Final Terms, investors should be aware of the risk that, depending on the performance of the Underlying Asset, they may not receive any interest payments.</p> <p>Risk relating to Equity Indices: Equity Indices are comprised of a synthetic portfolio of shares. The amount payable or deliverable on any Securities that reference Equity Indices may not reflect the return that an investor would realise if he or she actually owned the relevant shares and therefore may receive a lower return on the Securities than such investor would have received if he or she had invested directly in those shares. Unless the terms and conditions of the Securities specify otherwise, investors in Securities linked to Equity Indices will not participate in dividends or any other distributions paid on the shares which make up such indices.</p> <p>Interest linked to performance of Underlying Asset: The interest payable on the Securities, if any, is linked to the change in value of the Underlying Asset during the life of the Securities. [For such purposes a decrease and an increase are treated equally, so it is the magnitude of the change rather than the direction that affects the value of the Security]. The interest will depend on [the overall change from the strike date to the valuation date of the Securities][the average change over a series of dates] [the smallest change over a series of dates]. [If such change is not greater than the [relevant] barrier level no interest will be payable.]</p>
		Section E – Offer
E.2b	Reasons for offer and use of proceeds when different from making profit and/or hedging certain risks	<p>The net proceeds from each issue of Securities will be applied by the Issuer for its general corporate purposes, which include making a profit and/or hedging certain risks. If the Issuer elects at the time of issuance of Securities to make different or more specific use of proceeds, the Issuer will describe that use in the Final Terms.</p> <p>[Not Applicable; the net proceeds will be applied by the Issuer for making profit and/or hedging certain risks.]</p> <p>[Reasons for the offer and use of Proceeds: [●]]</p>
E.3	Description of the terms and conditions of the offer	<p>The terms and conditions of any offer of Securities to the public will be determined by the Issuer at the time of each issue.</p> <p>[Not applicable: the Securities have not been offered to the public.]</p> <p>[The Securities are offered subject to the following conditions:</p> <p>Offer Price: [The Issue Price] [●] % of the Issue Price]</p> <p>Conditions to which the offer is subject: [●]</p>

Summary

		<p>Description of the application process: [●] Details of the minimum and/or maximum amount of application: [●] Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [●] Details of the method and time limits for paying up and delivering the Securities: [The period from [●] until [●]/[the Issue Date]/[the date which falls [●] business days thereafter] Manner in and date on which results of the offer are to be made public: [●] Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [●] Whether Tranche(s) have been reserved for certain countries: [●] Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [●]</p>
E.4	Description of any interest material to the issue/offer, including conflicting interests	Potential conflicts of interest may exist between the Issuer, determination agent or its affiliates (who may have interests in transactions in derivatives related to the underlying asset which may, but are not intended to, adversely affect the market price, liquidity or value of the Securities) and investors.
E.7	Estimated expenses charged to investor by issuer	Not applicable; no expenses will be charged to the investor by the Issuer.

RISK FACTORS

Investing in Securities involves substantial risks. The risks highlighted below represent the principal risks of investing in Securities. These risks could negatively affect the amount which investors will receive in respect of Securities, potentially resulting in the loss of some or all of their investment.

An investment in the Securities should only be made after assessing these principal risks, including any risks applicable to the Underlying Asset. More than one risk factor may have a simultaneous effect with regard to the Securities such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Securities.

The risks below are not exhaustive and there may be additional risks and uncertainties that are not presently known to the Issuer or that the Issuer currently believes to be immaterial but that could have a material impact on the business operations or financial condition of the Issuer or the price of or return on the Securities.

All capitalised terms that are not defined in this section will have the meanings given to them elsewhere in the Base Prospectus.

Contents of the risk factors:

- 1. Risks relating to the potential loss of investment**
- 2. Risks associated with the valuation, liquidity and settlement of Securities**
- 3. Risks associated with the features of the Securities**
- 4. Risks associated with the Securities being linked to an Underlying Asset**
- 5. Risks associated with the specific Underlying Asset**
- 6. Risks associated with the Issuer's ability to fulfil its obligations under the Securities**
- 7. Risks associated with conflicts of interest**

1. Risks relating to the potential loss of investment

INVESTORS MAY LOSE UP TO THE ENTIRE VALUE OF THEIR INVESTMENT IN THE SECURITIES AS A RESULT OF THE OCCURRENCE OF ANY ONE OR MORE OF THE FOLLOWING EVENTS:

- (A) THE TERMS AND CONDITIONS OF THE SECURITIES DO NOT PROVIDE FOR FULL REPAYMENT OF THE INITIAL PURCHASE PRICE UPON REDEMPTION OF THE SECURITIES AND THE UNDERLYING ASSET PERFORMS IN SUCH A MANNER THAT THE SETTLEMENT AMOUNT IS LESS THAN THE INITIAL PURCHASE PRICE;**
- (B) INVESTORS SELL THEIR SECURITIES PRIOR TO THEIR SCHEDULED REDEMPTION DATE IN THE SECONDARY MARKET AT AN AMOUNT THAT IS LESS THAN THE INITIAL PURCHASE PRICE;**
- (C) THE ISSUER IS SUBJECT TO INSOLVENCY OR BANKRUPTCY PROCEEDINGS OR SOME OTHER EVENT WHICH NEGATIVELY AFFECTS THE ISSUER'S ABILITY TO MEET ITS OBLIGATIONS UNDER THE SECURITIES;**
- (D) THE SECURITIES ARE SUBJECT TO A DISRUPTION EVENT (E.G. A CHANGE OF LAW, A TAX EVENT OR DUE TO AN EVENT IN RELATION TO THE UNDERLYING ASSET) AND THE SETTLEMENT AMOUNT PAYABLE IS LESS THAN THE INITIAL PURCHASE PRICE; AND**
- (E) THE TERMS AND CONDITIONS OF THE SECURITIES ARE ADJUSTED (IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SECURITIES) WITH THE RESULT THAT THE AMOUNT PAYABLE TO INVESTORS AND/OR THE VALUATION OF THE SECURITIES IS REDUCED.**

FOLLOWING AN EARLY REDEMPTION OF THE SECURITIES FOR ANY REASON, INVESTORS MAY BE UNABLE TO REINVEST THE REDEMPTION PROCEEDS AT AN EFFECTIVE YIELD AS HIGH AS THE YIELD ON THE SECURITIES BEING REDEEMED.

THE OBLIGATIONS OF THE ISSUER UNDER THE SECURITIES ARE NOT SECURED AND THE SECURITIES ARE NOT PROTECTED BY THE FINANCIAL SERVICES COMPENSATION SCHEME OR ANY OTHER GOVERNMENT OR PRIVATE PROTECTION SCHEME.

2. Risks associated with the valuation, liquidity and settlement of Securities

2.1 Valuation of the Securities: commissions and/or fees

Investors should be aware that the issue price may include commissions and/or other fees paid by the Issuer to distributors as payment for distribution services, where permitted by law. This can cause a difference between the theoretical value of the Securities and any bid and offer prices quoted by the Issuer, any affiliate or any third party. Information with respect to the amount of these inducements, commissions and fees may be obtained from the Issuer or distributor upon request.

2.2 Possible illiquidity of the Securities in the secondary market

Investors should be aware that a secondary trading market for the Securities may not develop and that, even if a secondary market does develop, it is not possible to predict the prices at which the Securities will trade in such secondary market. Such prices may not accurately reflect the theoretical value of the Securities.

The Issuer is under no obligation to make a market in or to repurchase Securities. Therefore, investors may not be able to sell their Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. The number of Securities of any series may be relatively small, further adversely affecting the liquidity of such Securities.

The Issuer may list Securities on a stock exchange but the fact that Securities are listed will not necessarily lead to greater liquidity. If Securities are not listed or traded on any exchange, pricing information for such Securities may be more difficult to obtain and the liquidity of such Securities may be adversely affected.

A lack of liquidity in the secondary market for the Securities may have a severely adverse effect on the market value of Securities and may result in investors: (i) being unable to sell their Securities on the secondary market, or (ii) receiving less than the initial price paid for the Securities.

2.3 Issue of further Securities

If additional securities or options with the same characteristics or linked to the same Underlying Asset are subsequently issued, either by the Issuer or another issuer, the supply of securities with such characteristics or linked to such Underlying Asset in the primary and secondary markets will increase and may cause the price at which the relevant Securities trade in the secondary market to decline.

2.4 Certain factors affecting the value and trading price of Securities

The value or quoted trading price of the Securities (including any price quoted by the Issuer) at any time will reflect changes in market conditions and other factors which cannot be predicted in advance, including:

- market interest and yield rates;
- fluctuations in currency exchange rates;
- the time remaining until the Securities mature;
- economic, financial, regulatory, political, terrorist, military or other events in one or more jurisdictions, including events affecting capital markets generally or the stock exchanges on which any Securities may be traded;
- the Issuer's creditworthiness or perceived creditworthiness (whether measured by reference to credit ratings or otherwise); and
- the performance of the Underlying Asset.

These changes may affect the market price of the Securities, including any market price received by an investor in any secondary market transaction and may be: (i) different from the value of the Securities as determined by reference to the Issuer's pricing models; and (ii) less than the issue price. As a result, if investors sell their Securities prior to the scheduled redemption date, they may receive back less than their initial investment or even zero.

Any price quoted by a third party dealer may differ significantly from any price quoted by the Issuer or any of its affiliates. Furthermore, investors who sell their Securities are likely to be charged a commission for such secondary market transaction.

2.5 Conditions to settlement

Payments of any settlement amounts due may be subject to certain conditions to settlement as specified in the terms and conditions of the Securities. If the Issuer determines that any condition to settlement to be satisfied by an investor has not been satisfied in full, payment of the amount payable to such investor will not become due until all such conditions to settlement have been satisfied in full and no additional amounts will be payable by the Issuer because of any resulting delay or postponement.

2.6 Change in tax law

Investors should be aware that tax regulations and their application by the relevant taxation authorities are subject to change, possibly with retrospective effect, and that this could negatively affect the value of the Securities. Any such change may cause the tax treatment of the Securities to change from the tax position at the time of purchase and may render the statements in this Base Prospectus concerning the relevant tax law and practice to be inaccurate or insufficient to cover the material tax considerations in

respect of the Securities. It is not possible to predict the precise tax treatment which will apply at any given time and changes in tax law may negatively affect the return to the investor on the Securities.

2.7 US Foreign Account Tax Compliance Withholding

A 30 per cent withholding tax will be imposed on certain payments to certain non-US financial institutions that fail to comply with information reporting requirements or certification requirements in respect of their direct and indirect United States shareholders and/or United States accountholders. United States accountholders subject to such information reporting or certification requirements may include holders of the Securities. See *'Taxation – United States Taxation'*.

2.8 Withholding on Dividend Equivalent Payments

The US Treasury Department has issued proposed regulations under section 871(m) of the US Internal Revenue Code of 1986, as amended which address payments contingent on or determined by reference to dividends paid on US equities. Regulations under sections 871(m) could ultimately require the Issuer to treat all or a portion of any payment in respect of the Securities as a 'dividend equivalent' payment that is subject to withholding tax at a rate of 30 per cent (or a lower rate under an applicable treaty). See *'Taxation – United States Taxation'*.

2.9 Proposed Financial Transactions Tax

On 14 February 2013, the European Commission published its proposal for a council directive on a common system of financial transaction tax ("FTT") to be implemented by 11 Member States, including France, Germany, Spain, Italy and Portugal. If all participating Member States implement the council directive in their domestic law by 30 September 2013, it is proposed that the FTT will apply from 1 January 2014. As at the date of this Base Prospectus, the United Kingdom is not one of the 11 Member States that is proposing to introduce the FTT.

Under the current proposals, broadly, FTT will be levied on any financial institution (such as banks, investment service providers, credit institutions and pension funds) party to financial transactions which relate to shares, securities and derivatives (on its own account or for the account of another person) and either (i) such shares, securities or derivatives are issued by or (ii) such financial institution is or (iii) such financial institution is not but the other party to the financial transaction is, a person established or resident in a participating Member State. Financial transactions do not include primary market transactions (i.e. subscriptions and issuances of Securities under this Base Prospectus) but do include secondary market transactions (i.e. sales and transfers of Securities subscribed or issued under this Base Prospectus). The current proposals also give both counterparties to a financial transaction joint and several liability for FTT levied on any counterparty that is a financial institution.

Investors of Securities should be therefore be aware that some transactions in relation to the Securities subscribed or issued under this Base Prospectus may be subject to FTT from 1 January 2014 and the cost of FTT may be borne by holders of Securities.

2.10 UK 'Bail-in' provisions

On 6 June 2012 the European Commission published a legislative proposal for a directive providing for the establishment of a European-wide framework for the recovery and resolution of credit institutions and investment firms (the 'Recovery and Resolution Directive' or "RRD") the stated aim of which is to provide supervisory authorities, including the relevant UK resolution authority, with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses. The powers proposed to be granted to supervisory authorities, such as the relevant UK resolution authority, under the draft RRD include (but are not limited to) the introduction of a statutory 'bail-in' power, which would give the relevant UK resolution authority the power to cancel all or a portion of the nominal amount of, or interest due on, the Securities and/or convert all or a portion of the nominal amount or interest due into shares or other securities of the Issuer or any third party. Accordingly, any exercise of any UK bail-in power by the relevant UK resolution authority may result in investors losing all or part of the value of their investment (or receiving shares or a different security from the Securities which may be worth significantly less than the Securities). The relevant UK resolution authority may exercise any of its UK bail-in powers without providing any notice to investors.

As the RRD is still in draft form there is considerable uncertainty regarding the specific factors beyond the goals of addressing banking crises pre-emptively and minimising taxpayers' exposure to losses (for example by writing down relevant capital instruments before the injection of public funds into a financial institution) which the relevant UK resolution authority would consider in deciding whether to exercise the UK bail-in power with respect to the relevant financial institution and/or securities such as the Securities, issued by that institution.

Moreover, as the financial criteria that the relevant UK resolution authority would consider in exercising any UK bail-in power may provide it with discretion, the circumstances under which the relevant UK resolution authority would exercise its proposed UK bail-in powers are currently uncertain and investors may not be able to refer to publicly available criteria in order to anticipate a potential exercise of any such UK bail-in power. Because the RRD is currently in draft form, there is considerable uncertainty regarding the rights that investors may have to challenge the exercise of any UK bail-in power by the relevant UK resolution authority and, when the final RRD rules are implemented in the UK, investors' rights may be limited.

As well as the UK bail-in power, the powers currently proposed to be granted to the relevant UK resolution authority under the draft RRD include the power to (i) direct the sale of the bank or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transfer all or part of the business of the bank to a 'bridge bank' (a publicly controlled entity) and (iii) transfer the impaired or problem assets of the relevant financial institution to an asset management vehicle to allow them to be managed over time. There remains significant uncertainty regarding the ultimate nature and scope of these powers and, if ever implemented, how they would affect the Issuer and/or the Securities. Accordingly, it is not yet possible to assess the full impact of the draft RRD on the Issuer and/or investors in Securities, and there can be no assurance that, once it is implemented, the manner in which it is implemented or the taking of any actions by the relevant UK resolution authority currently contemplated in the draft RRD would not adversely affect the rights of holders of the Securities, the price or value of an investment in the Securities and/or the Issuer's ability to satisfy its obligations under the Securities.

3. Risks associated with the features of the Securities

3.1 Determination

Any determination by the Issuer or, if applicable, an affiliate of the Issuer, in its capacity as Determination Agent to be determined will, if exercised in a commercially reasonable manner, and in the absence of manifest error, be conclusive and binding on all persons (including, without limitation, the investors), notwithstanding the disagreement of such persons or other financial institutions, rating agencies or commentators. This exercise of such determination could adversely affect the value of the Securities.

3.2 Substitution of the Issuer

In accordance with the terms and conditions of the Securities, the Issuer may be substituted as the principal obligor under the Securities by any company which has an equivalent rating of long-term unsecured, unsubordinated and unguaranteed debt obligations from an internationally recognised rating agency. This may impact any listing of the Securities and, in particular, it may be necessary for the substituted issuer to reapply for listing on the relevant market or stock exchange on which the Securities are listed. In addition, following such a substitution, investors will become subject to the credit risk of the substitute issuer.

3.3 Amendments to the terms and conditions of the Securities bind all investors in Securities

The terms and conditions of the Securities may be amended by the Issuer in certain circumstances (such as to cure a manifest error or where the amendment is of a minor or technical nature and/or where such amendment will not materially and adversely affect the interests of investors) without the consent of the investors and in certain other circumstances, with the required consent of a defined majority of the investors. The terms and conditions of the Securities contain provisions for investors to call and attend meetings to vote upon such matters or to pass a written resolution in the absence of such a

Risk Factors

meeting. Resolutions passed at such a meeting, or passed in writing, can bind all investors, including investors that did not attend or vote, or who do not consent to the amendment.

3.4 Adjustment due to certain events

If an Additional Disruption Event occurs, the Issuer may adjust the terms and conditions of the Securities (without the consent of investors) in each case, in accordance with the terms and conditions of the Securities, or may terminate the underlying hedge position and cease paying the performance linked rate of interest.

Any adjustment made to the terms and conditions of the Securities may have a negative effect on the value of the Securities.

3.5 Minimum Tradable Amounts; minimum nominal amounts

Where the terms and conditions of the Securities specify a Minimum Tradable Amount or Specified Denominations consisting of a nominal amount plus one or more integral multiples of another smaller amount, an investor who holds an amount which is less than the Minimum Tradable Amount or minimum Specified Denomination in its account with the relevant clearing system at the relevant time:

- (a) will not be able to transfer or sell its holding;
- (b) may not receive a Definitive Bearer Security in respect of such holding (should Definitive Bearer Securities be printed); and
- (c) in each case, would need to purchase a nominal amount of Securities such that its holding amounts to such Minimum Tradable Amount or minimum Specified Denomination to be able to sell or transfer Securities or receive a Definitive Bearer Security.

If Definitive Bearer Securities are issued, investors should be aware that those Securities which have a denomination that is not an integral multiple of any minimum denomination may be illiquid and difficult to trade.

3.6 Interest

The Securities bear interest at a rate that is partly contingent upon the performance on an Underlying Asset and may vary from one interest payment date to the next. The interest rate reflected by any given interest payment may be less than the rate that the Issuer (or any other bank or deposit taking institution) may pay in respect of deposits for an equivalent period and may be zero.

If the Final Terms specifies Digital as being the applicable performance rate of interest, performance linked interest will only be paid at the higher rate if the level of the underlying index is above a defined level; otherwise interest will be paid at the lower rate (which may be zero). If the Final Terms specifies European, Cliquet 1 or Cliquet 2 as being the applicable performance rate of interest, performance linked interest will only be paid if the fluctuation in the level of the underlying index exceeds a defined barrier.

As interest payments are partly contingent upon the performance of the Underlying Asset, if no fixed rate is specified in the Final Terms, investors should be aware of the risk that, depending on the performance of the Underlying Asset, they may not receive any interest payments.

3.7 Securities may have foreign exchange risks

If the terms and conditions of the Securities provide that payment under the Securities will be made in a currency which is different from the currency of the Underlying Asset, and/or different from the investor's home currency, the investor in such Securities will be exposed to the performance of such foreign currency or currencies (including, if applicable, the relative performance of the settlement currency under the Securities and the currency of the Underlying Asset).

Investors should be aware that foreign exchange rates are highly volatile and are determined by various factors, including supply and demand for currencies in the international foreign exchange markets, economic factors including inflation rates in the countries concerned, interest rate differences between

the respective countries, economic forecasts, international political factors, currency convertibility, safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates as well as the availability of a specified currency.

Foreign exchange fluctuations between an investor's home currency and the currency in which payment under the Securities is due may affect investors who intend to convert gains or losses from the exercise or sale of Securities into their home currency and may eventually cause a partial or total loss of the investor's initial investment.

4. Risks associated with the Securities being linked to one or more Underlying Asset

4.1 Value of the Securities is linked to the performance of the Underlying Asset

Investors in the Securities are exposed to the performance of the Underlying Asset to which the performance rate of interest is linked. The level or performance of the Underlying Asset may be subject to unpredictable change over time, which may depend on many factors, including financial, political, military or economic events, government actions and the actions of market participants. Any of these events could have a negative effect on the value of the Underlying Asset which in turn could adversely affect the value of the Securities.

Investors should also refer to '*Risks associated with specific Underlying Assets*' below for specific risks relating to their Securities.

4.2 Past performance of an Underlying Asset is not indicative of future performance

Any information about the past performance of the Underlying Asset available at the time of issuance of the Securities should not be regarded as indicative of any future performance of such Underlying Asset, or as an indication of the range of, trends or fluctuations in the price or value of the Underlying Asset that may occur in the future. It is therefore not possible to predict the future value of the Securities based on such past performance.

4.3 Investors will have no claim against any Underlying Asset

Investors will have no claim against any index sponsor or any other third party in relation to an Underlying Asset; such parties have no obligation to act in the interests of investors.

4.4 Hedging

Investors intending to purchase Securities to hedge against the market risk associated with investing in a product linked to the performance of an Underlying Asset should recognise the complexities of utilising Securities in this manner. Due to fluctuating supply and demand for the Securities and various other factors, investors should be aware of the risk that the value of the Securities may not correlate with movements of the Underlying Asset.

4.5 Determination Agent alternative calculation or postponement of valuation following a disruption event

A 'disruption event' may occur which prevents valuation of an Underlying Asset as planned. If the Determination Agent decides that a disruption event has occurred and, where necessary, that it has a material effect on the Securities, the Determination Agent may;

- Postpone valuation; or
- Calculate an alternative valuation in its discretion.

Such action by the Determination Agent may have a negative effect on the value of the Securities and/or may result in the postponement of the redemption date.

4.6 Emerging markets

Where the Securities are linked, directly or indirectly, to emerging market jurisdictions investors will be exposed to the risks of volatility, governmental intervention and the lack of a developed system of law which are associated with such jurisdictions.

In relation to Securities linked to indices which reference securities issued by emerging market issuers, there are specific risks that there is generally less publicly available information about emerging market issuers and potentially less developed accounting, auditing and financial reporting standards and requirements and securities trading rules. Additionally, the prices of securities in emerging market jurisdictions and the financial health of the issuers may be affected by political, economic, financial and social instability in such jurisdictions, including changes in a country's government, economic and fiscal policies, currency exchange laws or other foreign laws or restrictions.

Securities linked indirectly to emerging markets may also be exposed to the risks of economic, social, political, financial and military conditions in such jurisdictions, including, in particular, political uncertainty and financial instability; the increased likelihood of restrictions on export or currency conversion; the greater potential for an inflationary environment; the possibility of nationalisation or confiscation of assets; the greater likelihood of regulation by the national, provincial and local governments, including the imposition of currency exchange laws and taxes; less liquidity in emerging market currency markets as compared to the liquidity in developed markets and less favourable growth prospects, capital reinvestment, resources and self-sufficiency.

A combination of any or all of the risk factors outlined above may have a negative impact on the value of any Underlying Asset linked to emerging markets or on the value of the Securities directly.

5. Risks associated with specific Underlying Assets

5.1 Risks associated with equity indices as Underlying Assets

The Securities offer investors returns linked to the performance of an equity index. Such Securities provide investment diversification opportunities, but will be subject to the risk of fluctuations in both equity prices and the value and volatility of the relevant equity index.

The amount payable or deliverable on any Securities that reference equity indices may not reflect the return that an investor would realise if he or she actually owned the relevant shares of the companies comprising that equity index because the closing index level on any specified valuation date may reflect the prices of such index components without taking into account any dividend payments on those component shares. Accordingly, investors may receive a lower return than they would have received if they had invested directly in those shares.

Investors in Securities linked to equity indices will not participate in dividends or any other distributions paid on the shares which make up such indices.

Change in composition, methodology or policy used in compiling the Index

The Index Sponsor can add, delete or substitute the components of an Index at its discretion, and may also alter the methodology used to calculate the level of the Index. These events may have a detrimental impact on the level of the Index, which in turn could have a negative impact on payments to be made to investors in the Securities.

Adjustment event

If the Index Sponsor makes a material alteration to the index or cancels the index and no successor exists, or fails to calculate and announce the index, the Determination Agent may, if it deems the event to have a material effect on the Securities, calculate the level of the index as per the previous formula and method or deem the adjustment event to constitute an Additional Disruption Event and liquidate the underlying hedge and cease paying a performance rate of interest accordingly.

If a correction to the Index is published prior to the next payment date the Determination Agent will recalculate the amount payable based on the corrected level of the relevant Index.

If there is a manifest error in the calculation of the Index, in the opinion of the Determination Agent, the Determination Agent may recalculate the Index based on the formula and method used prior to the manifest error occurring.

Successor Index or Index Sponsor

If the Index is calculated by a successor index sponsor, or is replaced by a successor index, the successor index as calculated by the successor index sponsor, will be deemed to be the Index if approved by the Determination Agent.

The Index or any of its underlying components may trade around-the-clock; however, the Securities may trade only during regular trading hours in Europe

If the market for the relevant Index or any of its underlying components is a global, around-the-clock market, the hours of trading for the Securities may not conform to the hours during which the relevant Index or any of its underlying components are traded. Significant movements may take place in the levels, values or prices of the relevant Index or any of its underlying components that will not be reflected immediately in the price of the relevant Securities. There may not be any systematic reporting of last-sale or similar information for the relevant Index or any of its underlying components. The absence of last-sale or similar information and the limited availability of quotations would make it difficult for many investors to obtain timely, accurate data about the state of the market for the relevant Index or any of its underlying components.

Data sourcing and calculation

The annual composition of Indices are typically recalculated in reliance upon historic price, liquidity and production data that are subject to potential errors in data sources or other errors that may affect the weighting of the index components. Any discrepancies that require revision are not applied retroactively but will be reflected in the weighting calculations of the Index for the following year. Index sponsors may not discover every discrepancy.

6. Risks associated with the Issuer's ability to fulfil its obligations under the Securities

Investors in Securities are exposed to the creditworthiness of the Issuer

The Securities are direct, unsecured and unsubordinated obligations of the Issuer and will rank equally among themselves. Any payments to be made by the Issuer under the Securities are dependent upon the Issuer's ability to fulfil its obligations when they fall due. Investors are therefore exposed to the creditworthiness of the Issuer and any deterioration in the Issuer's creditworthiness or perceived creditworthiness (whether measured by actual or anticipated changes in the credit ratings of the Issuer) may adversely affect the value of the Securities.

The Issuer is a major, global financial services company and, as such, faces a variety of risks that are substantial and inherent in its businesses, and which may affect its ability to fulfil its payment, delivery or other obligations under the relevant Securities. These risks include liquidity risk, market risk, credit risk, operational risk, reputational risk, legal, regulatory and compliance risks, litigation and other contingent liabilities, competition risks, the financial condition of clients, customers and counterparties, adverse economic, monetary, political or legal developments, cross-border and foreign exchange risk, catastrophic events, risks from estimates and valuations and risks relating to strategy.

Credit Risk: The financial condition of the Issuer's customers, clients and counterparties, including other financial institutions, could adversely affect the Issuer

The Issuer is exposed to the risk of suffering loss if any of its customers, clients or market counterparties fails to fulfil its contractual obligations. The Issuer may also suffer loss where the downgrading of an entity's credit rating causes a fall in the value of the Issuer's investment in that entity's financial instruments. In addition, the Issuer may incur significant unrealised gains or losses due solely to changes in the Issuer's credit spreads or those of third parties, as these changes may affect the fair value of the Issuer's derivative instruments and the debt securities that the Group holds or issues. Weak or deteriorating economic conditions negatively impact these counterparty and credit-related risks. In recent times, the economic environment in the Issuer's main business markets (being Europe and the United States) have been marked by generally weaker than expected growth, increased

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unemployment, depressed housing prices, reduced business confidence, rising inflation and contracting GDP. Operations in the Eurozone remain affected by the ongoing sovereign debt crisis, the stresses being exerted on the financial system and the risk that one or more countries may exit the Euro. The current absence of a predetermined mechanism for a member state to exit the Euro means that it is not possible to predict the outcome of such an event and to accurately quantify the impact of such event on the Issuer's profitability, liquidity and capital. If some or all of these conditions persist or worsen, they may have a material adverse effect on the Issuer's operations, financial condition and prospects.

Legal and regulatory related risks: The Issuer operates within a highly regulated industry, and the Issuer's businesses and results are significantly affected by the laws and regulations to which it is subject

As a global financial services firm, the Issuer is subject to extensive and comprehensive regulation under the laws of the various jurisdictions in which it does business. These laws and regulations significantly affect the way that the Issuer does business, and can restrict the scope of its existing businesses and limit its ability to expand its product offerings or to pursue acquisitions, or can make its products and services more expensive for clients and customers. Non-compliance by the Issuer with applicable laws, regulations and codes relevant to the financial services industry could lead to fines and/or substantial monetary damages, public reprimands, damage to reputation, increased prudential requirements, enforced suspension of operations or, in extreme cases, withdrawal of authorisations to operate.

Other significant legal risks faced by the Issuer include the risk that key contractual or intellectual property rights are not adequately protected or are not enforced as originally expected, as well as the risk from regulatory investigations and proceedings and private actions brought by third parties. The nature of any future disputes and legal or regulatory investigations or proceedings, and the likelihood of their occurring, cannot be predicted in advance. Furthermore, the outcome of any on-going disputes and legal or regulatory investigations or proceedings is difficult to predict. However, it is likely that in connection with any such on-going and future matters the Group will incur significant expense and one or more of them could expose the Issuer to substantial monetary damages; other penalties and injunctive relief; potential regulatory restrictions on the Group's business; and/or negative effect on the Group's reputation. Where provisions have already been taken for on-going matters these are based on the best currently available information, however the appropriate level of provisions are kept under on-going review and there is a risk that provisions may need to be increased to the extent that experience with any such matters is not in line with management estimates.

Market Risk: The Issuer's financial position may be adversely affected by changes in both the level and volatility of prices (for example, interest rates, credit spreads, commodity prices, equity prices and foreign exchange rates)

Market risk is the risk of the Issuer's earnings or capital being reduced due to volatility of trading book positions or an inability to hedge the banking book balance sheet. The Issuer is at risk from its earnings or capital being reduced due to: (i) changes in the level or volatility of positions in its trading books. This includes changes in interest rates, inflation rates, credit spreads, property prices, commodity prices, equity and bond prices and foreign exchange levels; (ii) the Issuer being unable to hedge its banking book balance sheet at prevailing market levels; and (iii) the Issuer's defined pensions benefit obligations increasing or the value of the assets backing these defined pensions benefit obligations decreasing due to changes in both the level and volatility of prices.

Market risk could lead to significantly lower revenues and adversely affect the Issuer's results of operations in future years.

Funding Risk: If the Issuer does not effectively manage its liquidity (liquidity risk) and capital ratios (capital risk) its business could suffer

Funding risk comprises capital risk, liquidity risk and structural risk. Liquidity risk is the risk that the Group is unable to meet its obligations as they fall due resulting in: an inability to support normal business activity, a failure to meet liquidity regulatory requirements; and/or credit rating downgrades. The Issuer is exposed to the risk that it may be unable to meet its obligations as they fall due as a result of a sudden, and potentially protracted, increase in net cash outflows. These outflows could be principally through customer withdrawals, wholesale counterparties removing financing, collateral

posting requirements or loan draw-downs. Any credit rating downgrade as a result of funding constraints in turn could result in further contractual outflows due to collateral posting and potentially loss of unsecured funding.

Capital risk is the risk that the Group is unable to maintain appropriate capital ratios, which could lead to: an inability to support business activity; a failure to meet regulatory requirements; and/or credit rating downgrades, which could also result in increased costs or reduced capacity to raise funding.

In particular, there have been a number of regulatory developments that impact the Issuer's capital requirements; most significantly, Basel 3, which is planned to be adopted into EU law through the fourth Capital Requirements Directive (CRD IV) and Capital Requirements Regulation which have not yet been published. Additional capital requirements may arise from other proposals including the recommendations of the UK Independent Commission on Banking, including with respect to 'ring-fencing' separately the trading and non-trading businesses of banks: The Financial Services (Banking Reform) Bill; EU Review; and, section 165 of the Dodd-Frank Act. Increased capital requirements and changes to what is defined to constitute capital may constrain the Issuer's planned activities and could increase costs and contribute to adverse impacts on the Issuer's earnings. In addition, these laws could result in changes to the structure of Barclays, and an increase in the amount of loss-absorbing capital issued by Barclays which could have an adverse impact on profitability, return on equity and financial condition.

Structural risk predominantly arises from the impact on the Issuer's balance sheet of changes in primarily interest rates on income or foreign exchange rates on capital ratios and is, therefore, difficult to predict with any accuracy and may have a material adverse effect on the Issuer's results of operations, financial condition and prospects.

Reputation Risk: Damage to the Issuer's reputation could damage its businesses

Reputational damage can result from the actual or perceived manner in which the Issuer conducts its business activities, from its financial performance, or from actual or perceived practices in the banking and financial industry. Such reputational damage reduces – directly or indirectly – the attractiveness of the Issuer to stakeholders and may lead to negative publicity, loss of revenue, litigation, regulatory or legislative action, loss of existing or potential client business, reduced workforce morale, and difficulties in recruiting talent. Sustained reputational damage could have a materially negative impact on our licence to operate and the value of the Issuer's franchise, which in turn could negatively affect the Issuer's profitability and financial condition.

Infrastructure Resilience, Technology and Cyberspace risk could materially adversely affect the Issuer's operations

The Issuer is exposed to risks to its infrastructure resilience and maintaining a banking infrastructure which allows its customers to access their accounts and make payments in a timely fashion. Any disruption in a customer's access to their account information or delays in making payments will have a significant impact on the Issuer's performance and reputation. Furthermore, there is a growing threat of attacks to the Issuer's systems, customers and the Group's information held on customers and transactions processed through these systems from individuals or groups via cyberspace. Risks to technology and cyber security change rapidly and require continued focus and investment. Failure to protect against such risks may lead to significant financial and legal exposure.

Transform Programme

The Group, as a part of its strategic review and 'Transform Programme', is seeking to restructure its European retail operations to focus on the mass affluent customer segment, manage risk weighted assets more efficiently through run-off of legacy assets in Europe and reduce total costs significantly across the Group. As a result, the Group expects to incur significant restructuring charges and costs associated with implementing the strategic plan. The development and implementation of the restructuring requires difficult, subjective and complex judgements including forecasts of economic conditions in various parts of the world. Failure to successfully implement the Transform Programme could have a material adverse effect on the expected benefits of the Transform Programme and there is a risk the costs associated with implementing the scheme may be higher than the current expectations for its success.

Taxation risk could materially adversely affect the Issuer's operations

The Issuer may suffer losses arising from additional tax charges, other financial costs or reputational damage due to: failure to comply with or correctly assess the application of relevant tax law; failure to deal with the tax authorities in a timely, transparent and effective manner; incorrect calculation of tax estimates for reported and forecast tax numbers; or provision of incorrect tax advice.

The Issuer is affected by risks affecting its parent company

The Issuer is also affected by risks affecting its parent company, Barclays PLC. Risks that affect Barclays PLC can also affect the Issuer as there is substantial overlap in the businesses of the Issuer and Barclays PLC. Further, the Issuer can be negatively affected by risks and other events affecting Barclays PLC even where the Issuer is not directly affected. For example, where Barclays PLC's reputation is damaged, the Issuer's reputation would likely also be damaged which could negatively affect the Issuer.

For more information on the risks outlined in this paragraph 6, including information relating to the Issuer's framework for managing risks, please see the section 'Risk Management' in the joint Annual Report of the Issuer and Barclays PLC, as filed with the US Securities and Exchange Commission on Form 20-F (the "**Joint Annual Report**"), from page 69 to page 160, which is incorporated by reference herein.

7. Risks associated with conflicts of interest

7.1 Conflicts between the Issuer and investors

The Issuer and its affiliates may engage in trading and market-making activities and may hold long or short positions in instruments or derivative products based on or related to the Underlying Asset for their proprietary accounts or for other accounts under their management. To the extent that the Issuer, directly or through its affiliates, serves as issuer, agent, manager, sponsor or underwriter of such instruments, its interests with respect to such products may be adverse to those of the investors.

In connection with the offering of the Securities, the Issuer and/or any of its affiliates may enter into one or more hedging transactions with respect to the Underlying Asset or related derivatives. In connection with such hedging activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in derivatives related to the Underlying Asset which may, but are not intended to, affect the market price, liquidity or value of the Securities and which could be adverse to the interests of investors. The Issuer and/or any of its affiliates may pursue such hedging or related derivatives actions and take such steps as they deem necessary or appropriate to protect their interests without regard to the consequences for any investor.

Certain affiliates of the Issuer may from time to time, by virtue of their status as underwriter, adviser or otherwise, possess or have access to information relating to the Securities, the Underlying Asset and any derivative instruments referencing them. Such affiliates will not be obliged to and will not disclose any such information to an investor of Securities.

7.2 Determination Agent and conflicts of interest

As the Determination Agent may be either the Issuer or an affiliate of the Issuer, potential conflicts of interest may exist between the Determination Agent and investors, including with respect to the exercise of certain powers that the Determination Agent has. The Determination Agent has the authority: (i) to determine whether certain specified events relating to Securities have occurred, and (ii) to determine any resulting adjustments and calculations to be made to the Securities as a result of the occurrence of such events. Any determination made by the Determination Agent may adversely affect the value of the Securities.

INFORMATION INCORPORATED BY REFERENCE

The following information has been filed with the FCA (previously the FSA) and shall be incorporated in, and form part of, this Base Prospectus:

- the unaudited Interim Management Statement of Barclays PLC as filed with the SEC on Form 6-K on Film Number 13779449 on 24 April 2013 in respect of the three months ended 31 March 2013;
- the sections set out below from the joint Annual Report of the Issuer and Barclays PLC, as filed with the US Securities and Exchange Commission (the "**SEC**") on Form 20-F in respect of the years ended 31 December 2011 and 31 December 2012 (the "**Joint Annual Report**"):

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- the Annual Reports of the Issuer containing the audited consolidated financial statements of the Issuer in respect of the years ended 31 December 2011 (the "**2011 Issuer Annual Report**") and 31 December 2012 (the "**2012 Issuer Annual Report**"), respectively.

The Issuer has applied International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board and as adopted by the European Union (the "**EU**") in the financial statements incorporated by reference above. An overview of the significant accounting policies for the Issuer is included in the 2011 Issuer Annual Report and the 2012 Issuer Annual Report.

The above documents may be inspected: (i) during normal business hours at the registered office of the Issuer; (ii) at <http://group.barclays.com/about-barclays/investor-relations/results-announcements>; and (iii) at the specified office of the Issue and Paying Agent as described in the section entitled 'General Information'.

Any information contained in any of the documents specified above which is not incorporated by reference in the Base Prospectus is either not relevant for investors for the purposes of Article 5(1) of the Prospectus Directive or is covered elsewhere in the Base Prospectus.

INFORMATION RELATING TO THE ISSUER

This section provides a description of the Issuer's business activities as well as certain financial information in respect of the Issuer.

The Issuer and the Group

The Issuer is a public limited company registered in England and Wales under number 1026167. The liability of the members of the Issuer is limited. It has its registered and head office at 1 Churchill Place, London, E14 5HP, United Kingdom (telephone number +44 (0)20 7116 1000). The Issuer was incorporated on 7 August 1925 under the Colonial Bank Act 1925 and on 4 October 1971 was registered as a company limited by shares under the Companies Acts 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on 1 January 1985, the Issuer was re-registered as a public limited company and its name was changed from 'Barclays Bank International Limited' to 'Barclays Bank PLC'.

The Issuer and its subsidiary undertakings (taken together, the "**Group**") is a major global financial services provider engaged in retail and commercial banking, credit cards, investment banking, wealth management and investment management services with an extensive international presence in Europe, United States, Africa and Asia. The whole of the issued ordinary share capital of the Issuer is beneficially owned by Barclays PLC, which is the ultimate holding company of the Group.

The short term unsecured obligations of the Issuer are rated A-1 by Standard & Poor's Credit Market Services Europe Limited, P-1 by Moody's Investors Service Ltd. and F1 by Fitch Ratings Limited and the long-term obligations of the Issuer are rated A+ by Standard & Poor's Credit Market Services Europe Limited, A2 by Moody's Investors Service Ltd. and A by Fitch Ratings Limited.

Based on the Group's audited financial information for the year ended 31 December 2012, the Group had total assets of £1,490,747 million (2011: £1,563,402 million), total net loans and advances of £466,627 million (2011: £478,726 million), total deposits of £462,806 million (2011: £457,161 million), and total shareholders' equity of £62,894 million (2011: £65,170 million) (including non-controlling interests of £2,856 million (2011: £3,092 million)). The profit before tax from continuing operations of the Group for the year ended 31 December 2012 was £99 million (2011: £5,974 million) after credit impairment charges and other provisions of £3,596 million (2011: £3,802 million). The financial information in this paragraph is extracted from the audited consolidated financial statements of the Issuer for the year ended 31 December 2012.

Total net loans and advances include balances relating to both bank and customer accounts.

Total deposits include deposits from bank and customer accounts.

Investors should have regard to the Issuer and group disclosure set out in the Joint Annual Report (each as defined in the section of this Base Prospectus entitled 'Information Incorporated by Reference').

Acquisitions, Disposals and Recent Developments

Strategic combination of Barclays Africa with Absa Group Limited

On 6 December 2012, the Issuer announced that it had agreed to combine the majority of its Africa operations (the "**Portfolio**") with Absa Group Limited ("**Absa**"). The proposed strategic combination will be effected by way of an acquisition by Absa of Barclays Africa Limited, the proposed holding company of the Portfolio, for a consideration of 129,540,636 Absa ordinary shares (representing a value of approximately £1.3 billion for Barclays Africa Limited). As a result of the transaction, the Issuer's stake in Absa will increase from 55.5 per cent to 62.3 per cent. The proposed combination is expected to complete in the first half of 2013, subject to fulfilment of conditions precedent, including regulatory approvals across the affected jurisdictions.

Acquisition of ING Direct UK

On 9 October 2012, the Issuer announced that it had agreed to acquire the deposits, mortgages and business assets of ING Direct UK. Under the terms of the transaction, which completed on 5 March 2013, the Issuer acquired, amongst other business assets, a deposit book with balances of

approximately £11.4 billion and a mortgage book with outstanding balances of approximately £5.3 billion.

Disposal of stake in BlackRock, Inc.

On 22 May 2012, the Issuer announced that it had agreed to dispose of the Issuer's entire holding in BlackRock, Inc. ("**BlackRock**") pursuant to an underwritten public offer and a partial buy-back by BlackRock. On disposal, the Issuer received net proceeds of approximately US\$ 5.5 billion (£3.5 billion).

Impact of Strategic Review

On 12 February 2013, the Issuer announced the outcome of its strategic review. As a result of certain commitments made in the review, the Issuer incurred a restructuring charge of approximately £514 million in the first quarter of 2013 and expects to incur costs associated with implementing the restructuring plan of £1 billion in 2013, £1 billion in 2014 and £0.7 billion in 2015.

Competition and Regulatory Matters

Regulatory change

There is continuing political and regulatory scrutiny of the banking industry which, in some cases, is leading to increased or changing regulation which is likely to have a significant effect on the industry.

On 4 February 2013, the UK Government introduced the Financial Services (Banking Reform) Bill (the "**Bill**") to the House of Commons. The Bill would give the UK authorities the powers to implement the key recommendations of the Independent Commission on Banking by requiring, amongst other things, that: (i) the separation of the UK and EEA retail banking activities of UK banks in a legally distinct, operationally separate and economically independent entity (so-called 'ring-fencing'); and (ii) the increase of the loss-absorbing capacity of ring-fenced banks and UK-headquartered global systemically important banks to levels higher than the Basel 3 guidelines. The Bill would also give depositors protected under the Financial Services Compensation Scheme preference if a bank enters insolvency. At the same time, the UK Government announced that it will be bringing forward amendments to the Bill to establish a reserve power allowing the regulator, with approval from the UK Government, to enforce full separation under certain circumstances. The UK Government is expected to publish draft secondary legislation by late summer this year. The UK Government intends that primary and secondary legislation will be in place by the end of this Parliament (May 2015) and that UK banks will be required to be compliant by 1 January 2019.

The US Dodd-Frank Wall Street Reform and Consumer Protection Act contains far reaching regulatory reform including potential reform of the regulatory regime for foreign banks operating in the US which may, amongst other things, require the US subsidiaries of foreign banks to be held under a US intermediate holding company subject to a comprehensive set of prudential and supervisory requirements in the US. The full impact on the Issuer's businesses and markets will not be known until the principal implementing rules are adopted in final form by governmental authorities, a process which is under way and which will take effect over several years.

Interchange

The Office of Fair Trading, as well as other competition authorities elsewhere in Europe, continues to investigate Visa and MasterCard credit and debit interchange rates. These investigations may have an impact on the consumer credit industry as well as having the potential for the imposition of fines. The timing of these cases is uncertain and it is not possible to provide an estimate of the potential financial impact of this matter on the Issuer.

London Interbank Offered Rate

The FCA (previously the FSA), the US Commodity Futures Trading Commission (the "**CFTC**"), the SEC, the US Department of Justice Fraud Section (the "**DOJ-FS**") and Antitrust Division, the European Commission, The UK Serious Fraud Office and various US state attorneys general are amongst various authorities conducting investigations (the "**Investigations**") into submissions made by

Information Relating to the Issuer

the Issuer and other panel members to the bodies that set various interbank offered rates, such as the London Interbank Offered Rate ("**LIBOR**") and the Euro Interbank Offered Rate ("**EURIBOR**").

On 27 June 2012, the Issuer announced that it had reached settlements with the FSA (predecessor to the FCA), the CFTC and the DOJ-FS in relation to their Investigations and the Issuer has agreed to pay total penalties of £290 million (pounds sterling equivalent), which have been reflected in operating expenses for 2012. The settlements were made by entry into a Settlement Agreement with the FSA, a Non-Prosecution Agreement ("**NPA**") with the DOJ-FS and a Settlement Order Agreement with the CFTC. In addition, the Issuer has been granted conditional leniency from the Antitrust Division of the Department of Justice in connection with potential US. antitrust law violations with respect to financial instruments that reference EURIBOR.

The terms of the Settlement Agreement with the FSA are confidential. However, the Final Notice of the FSA, which imposed a financial penalty of £59.5 million, is publicly available on the website of the FCA (previously the FSA). This sets out the reasoning of the FSA for the penalty, references the settlement principles and sets out the factual context and justification for the terms imposed. Summaries of the NPA and the CFTC Order are set out below. The full text of the NPA and the CFTC Order are publicly available on the websites of the DOJ and the CFTC, respectively.

In addition to a US\$ 200 million civil monetary penalty, the CFTC Order requires the Issuer to cease and desist from further violations of specified provisions of the US Commodity Exchange Act and take specified steps to ensure the integrity and reliability of its benchmark interest rate submissions, including LIBOR and EURIBOR, and improve related internal controls. Amongst other things, the CFTC Order requires the Issuer to:

- make its submissions based on certain specified factors, with the Issuer's transactions being given the greatest weight, subject to certain specified adjustments and considerations;
- implement firewalls to prevent improper communications including between traders and submitters;
- prepare and retain certain documents concerning submissions and retain relevant communications;
- implement auditing, monitoring and training measures concerning its submissions and related processes;
- make regular reports to the CFTC concerning compliance with the terms of the CFTC Order;
- use best efforts to encourage the development of rigorous standards for benchmark interest rates; and
- continue to cooperate with the CFTC's ongoing investigation of benchmark interest rates.

As part of the NPA, the Issuer agreed to pay a US\$ 160 million penalty. In addition, the DOJ agreed not to prosecute the Issuer for any crimes (except for criminal tax violations, as to which the DOJ cannot and does not make any agreement) related to the Issuer's submissions of benchmark interest rates, including LIBOR and EURIBOR, contingent upon the Issuer's satisfaction of specified obligations under the NPA. In particular, under the NPA, the Issuer agreed for a period of two years from 26 June 2012, amongst other things, to:

- commit no United States crime whatsoever;
- truthfully and completely disclose non-privileged information with respect to the activities of the Issuer, its officers and employees, and others concerning all matters about which the DOJ inquires of it, which information can be used for any purpose, except as otherwise limited in the NPA;
- bring to the DOJ's attention all potentially criminal conduct by the Issuer or any of its employees that relates to fraud or violations of the laws governing securities and commodities markets; and

- bring to the DOJ's attention all criminal or regulatory investigations, administrative proceedings or civil actions brought by any governmental authority in the United States by or against the Issuer or its employees that alleges fraud or violations of the laws governing securities and commodities markets.

The Issuer also agreed to cooperate with the DOJ and other government authorities in the United States in connection with any investigation or prosecution arising out of the conduct described in the NPA, which commitment shall remain in force until all such investigations and prosecutions are concluded. The Issuer also continues to cooperate with the other ongoing investigations.

It is not practicable to provide an estimate of the financial impact of these matters or what effect, if any, that the matters might have upon operating results, cash flows or the Issuer's financial position in any particular period.

Please see '*Legal Proceedings — LIBOR Civil Actions*' for a discussion of litigation arising in connection with the Investigations.

Payment Protection Insurance Redress

On 20 April 2011, the judicial review proceedings brought by the British Bankers' Association in October 2010 against the FSA (as predecessor to the FCA) and the Financial Ombudsman Service regarding assessment and redress of payment protection insurance ("**PPI**") complaints were dismissed. On 9 May 2011, the Group announced that it would not be participating in any application for permission to appeal against the High Court judgment and that it had agreed with the FSA that it would process all on-hold and any new complaints from customers about PPI policies that they hold. The Group also announced that, as a goodwill gesture, it would pay out compensation to customers who had PPI complaints put on hold. The Group took a provision of £1 billion in the second quarter of 2011 to cover the cost of future redress and administration. On 26 April 2012, 18 October 2012 and 5 February 2013, following an increase in PPI complaint volumes, the Group announced that it had increased the provision by a further £300 million, £700 million and £600 million, respectively.

The Group will continue to monitor actual claims volumes and the assumptions underlying the calculation of its PPI provision. It is possible that the eventual costs may materially differ to the extent that experience is not in line with management estimates.

Interest Rate Hedging Product Redress

On 29 June 2012, the FSA (predecessor to the FCA) announced that it had reached agreement with a number of UK banks, including the Issuer, in relation to a review and redress exercise to be carried out in respect of interest rate hedging products sold to small and medium sized enterprises. During the second half of 2012, the Issuer completed a pilot review of a sample of individual cases. On 31 January 2013, the FSA issued a report on the findings of the pilot, along with those conducted by a number of other banks. The report included a number of changes and clarifications to the requirements under which the main review and redress exercise should be conducted. The Issuer has agreed to conduct the exercise in line with the approach set out in this report and will commence shortly. Our current analysis suggests that there are approximately 4,000 private or retail classified customers to which interest rate hedging products were sold within the relevant timeframe, of which approximately 3,000 are likely to be categorised as non-sophisticated under the terms of the agreement.

As at 30 June 2012, a provision of £450 million was recognised, reflecting management's initial estimate of future redress to customers categorised as non-sophisticated and related costs. As at 31 December 2012, an additional provision of £400 million was recognised, reflecting the results of the pilot review, an updated estimate of administrative costs and the greater clarity afforded by the implementation requirements agreed with the FSA. The provision recognised in the balance sheet as at 31 December 2012 is £814 million, after utilisation of £36 million during 2012, primarily related to administrative costs. During the first quarter of 2013 a further £55 million of the provision was utilised. The provision reflects the Issuer's best current estimate of the ultimate cost.

The pilot exercise provides the best currently available information upon which to base an estimate. However, the ultimate cost of the exercise will depend on the extent and nature of redress payable across the impacted population. This will be impacted by a number of factors, including:

Information Relating to the Issuer

- the number of customers for which the Issuer is deemed not to have complied with relevant regulatory requirements at the time of sale;
- the nature of any redress offered by the Issuer, in particular whether existing products are terminated or replaced with alternative products; and
- the level of reasonably foreseeable consequential loss payable.

The appropriate provision level will be kept under ongoing review as the main redress and review exercise progresses.

FERC Investigation

The United States Federal Energy Regulatory Commission (the "**FERC**") Office of Enforcement has been investigating the Group's power trading in the western US with respect to the period from late 2006 through 2008. On 31 October 2012, the FERC issued a public Order to Show Cause and Notice of Proposed Penalties ("**Order and Notice**") against the Issuer in relation to this matter. In the Order and Notice the FERC asserts that the Issuer violated the FERC's Anti-Manipulation Rule by manipulating the electricity markets in and around California from November 2006 to December 2008. The FERC is proposing that the Issuer pay a US\$ 435 million civil penalty and disgorge an additional US\$ 34.9 million of profits plus interest. The Issuer intends to vigorously defend this matter.

Other Regulatory Investigations

The FCA (previously the FSA) and the Serious Fraud Office are both investigating certain commercial agreements between the Issuer and Qatari interests and whether these may have related to the Issuer's capital raisings in June and November 2008. The FCA investigation involves four current and former senior employees, including Chris Lucas, Group Finance Director as well as the Issuer. The FSA (predecessor to the FCA) enforcement investigation began in July 2012 and the Serious Fraud Office commenced its investigation in August 2012.

In October 2012 the Issuer was informed by the US Department of Justice and the US Securities and Exchange Commission that they had commenced an investigation into whether the Group's relationships with third parties who assist the Issuer to win or retain business are compliant with the United States Foreign Corrupt Practices Act.

The Issuer is co-operating with all the authorities fully. It is not possible to estimate the financial impact upon the Issuer should any adverse findings be made.

Directors

The Directors of the Issuer, each of whose business address is 1 Churchill Place, London E14 5HP, United Kingdom, their functions in relation to the Group and their principal outside activities (if any) of significance to the Group are as follows:

Name	Function(s) within the Group	Principal outside activities
Sir David Walker	Chairman	-
Antony Jenkins	Group Chief Executive	-
Chris Lucas	Group Finance Director	-
David Booth	Non-Executive Director	Director, East Ferry Investors Inc
Tim Breedon	Non-Executive Director	Non-Executive Director, Ministry of Justice
Fulvio Conti	Non-Executive Director	Chief Executive Officer, Enel SpA; Director, AON Corporation; Independent Director, RCS MediaGroup S.p.A

Simon Fraser	Non-Executive Director	Non-Executive Director, Fidelity Japanese Values Plc and Fidelity European Values Plc; Chairman, Foreign & Colonial Investment Trust PLC; Chairman, Merchants Trust PLC; Non-Executive Director, Ashmore Group PLC
Reuben Jeffery III	Non-Executive Director	Senior Adviser, Center for Strategic & International Studies; Chief Executive Officer, Rockefeller & Co., Inc.
Dambisa Moyo	Non-Executive Director	Non-Executive Director, SABMiller plc; Non-Executive Director, Barrick Gold Corporation
Sir Michael Rake	Deputy Chairman and Senior Independent Director	Chairman, BT Group PLC; Director, McGraw-Hill Companies
Sir John Sunderland	Non-Executive Director	Chairman, Merlin Entertainments Group; Non-Executive Director, AFC Energy plc
Diane de Saint Victor	Non-Executive Director	General Counsel, Company Secretary and a member of the Group Executive Committee of ABB Limited

No potential conflicts of interest exist between any duties to the Issuer of the Directors listed above and their private interests or other duties.

Employees

As at 31 December 2012, the total number of persons employed by the Group (full time equivalents) was 139,200 (2011: 141,100).

Legal Proceedings

Lehman Brothers

On 15 September 2009, motions were filed in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") by Lehman Brothers Holdings Inc. ("**LBHI**"), the SIPA Trustee for Lehman Brothers Inc. (the "**Trustee**") and the Official Committee of Unsecured Creditors of Lehman Brothers Holdings Inc. (the "**Committee**"). All three motions challenged certain aspects of the transaction pursuant to which Barclays Capital Inc. ("**BCI**") and other companies in the Group acquired most of the assets of Lehman Brothers Inc. ("**LBI**") in September 2008 and the court order approving such sale (the "**Sale**"). The claimants were seeking an order voiding the transfer of certain assets to BCI; requiring BCI to return to the LBI estate alleged excess value BCI received; and declaring that BCI is not entitled to certain assets that it claims pursuant to the sale documents and order approving the Sale (the "**Rule 60 Claims**"). On 16 November 2009, LBHI, the Trustee and the Committee filed separate complaints in the Bankruptcy Court asserting claims against BCI based on the same underlying allegations as the pending motions and seeking relief similar to that which is requested in the motions. On 29 January 2010, BCI filed its response to the motions and also filed a motion seeking delivery of certain assets that LBHI and LBI have failed to deliver as required by the sale documents and the court order approving the Sale (together with the Trustee's competing claims to those assets, the "**Contract Claims**"). Approximately US\$ 4.5 billion (£2.8 billion) of the assets acquired as part of the acquisition had not been received by 31 December 2012, approximately US\$ 3.0 billion (£1.9 billion) of which were recognised as part of the accounting for the acquisition and are included in the balance sheet as at 31 December 2012. This results in an effective provision of US\$ 1.5 billion (£0.9 billion) against the uncertainty inherent in the litigation and issues relating to the recovery of certain assets held by institutions outside the United States.

On 22 February 2011, the Bankruptcy Court issued its Opinion in relation to these matters, rejecting the Rule 60 Claims and deciding some of the Contract Claims in the Trustee's favour and some in favour of BCI. On 15 July 2011, the Bankruptcy Court entered final Orders implementing its Opinion. BCI and the Trustee each appealed the Bankruptcy Court's adverse rulings on the Contract Claims to the United States District Court for the Southern District of New York (the "**District Court**"). LBHI and the Committee did not pursue an appeal from the Bankruptcy Court's ruling on the Rule 60 Claims. After briefing and argument, the District Court issued its Opinion on 5 June 2012 in which it reversed one of the Bankruptcy Court's rulings on the Contract Claims that had been adverse to BCI and affirmed the Bankruptcy Court's other rulings on the Contract Claims. On 17 July 2012, the District Court issued an amended Opinion, correcting certain errors but not otherwise affecting the rulings, and an agreed judgment implementing the rulings in the Opinion (the "**Judgment**"). BCI and the Trustee have each appealed the adverse rulings of the District Court to the United States Court of Appeals for the Second Circuit.

Under the Judgment, BCI is entitled to receive: (i) US\$ 1.1 billion (£0.7 billion) from the Trustee in respect of 'clearance box' assets; (ii) property held at various institutions to secure obligations under the exchange-traded derivatives transferred to BCI in the Sale (the "**ETD Margin**"), subject to the proviso that BCI will be entitled to receive US\$ 507 million (£0.3 billion) of the ETD Margin only if and to the extent the Trustee has assets available once the Trustee has satisfied all of LBI's customer claims; and (iii) US\$ 769 million (£0.5 billion) from the Trustee in respect of LBI's 15c3-3 reserve account assets only if and to the extent the Trustee has assets available once the Trustee has satisfied all of LBI's customer claims.

A portion of the ETD Margin which has not yet been recovered by BCI or the Trustee is held or owed by certain institutions outside the United States (including several Lehman affiliates that are subject to insolvency or similar proceedings). As at the date of this Base Prospectus, the Issuer cannot reliably estimate how much of the ETD Margin held or owed by such institutions BCI is ultimately likely to receive. Further, the Issuer cannot reliably estimate (as at the date of this Base Prospectus) if and to the extent the Trustee will have assets remaining available to it to pay BCI the US\$ 507 million (£0.3 billion) in respect of ETD Margin or the US\$ 769 million (£0.5 billion) in respect of LBI's 15c3-3 reserve account assets after satisfying all of LBI's customer claims. In this regard, the Trustee announced in October 2012 that if his proposed settlement agreements with LBHI and with the administrator for the liquidation of Lehman Brothers Inc. (Europe) are approved by the relevant courts, then the Trustee should be in position to satisfy all customer claims and make meaningful distributions to creditors (without having to use any of the assets that BCI claims). If the District Court's rulings were to be unaffected by future proceedings, conservatively assuming no recovery by BCI of any of the ETD Margin not yet recovered by BCI or the Trustee that is held or owed by institutions outside the United States and no recovery by BCI of the US\$ 507 million (£0.3 billion) in respect of ETD Margin or the US\$ 769 million (£0.5 billion) in respect of LBI's 15c3-3 reserve account assets, the Issuer estimates its loss would be approximately US\$ 0.9 billion (£0.5 billion). Under the same scenario, but assuming the Trustee's proposed settlement agreements with LBHI and the administrator for the liquidation of Lehman Brothers Inc. (Europe) are implemented, and result in the receipt by BCI of the US\$ 507 million ETD Margin and US\$ 769 million in respect of the 15c3-3 reserve account assets, the Issuer estimates its profit would be approximately US\$ 0.4 billion (£0.2 billion) plus the value of any recovery of the ETD Margin held or owed by institutions outside of the United States. In this context, the Issuer is satisfied with the valuation of the asset recognised on its balance sheet and the resulting level of effective provision.

American Depositary Shares

The Issuer, Barclays PLC and various current and former members of Barclays PLC's Board of Directors have been named as defendants in five proposed securities class actions (which have been consolidated) pending in the United States District Court for the Southern District of New York (the "**Court**"). The consolidated amended complaint, dated 12 February 2010, alleges that the registration statements relating to American Depositary Shares representing Preferred Stock, Series 2, 3, 4 and 5 (the "**ADS**") offered by the Issuer at various times between 2006 and 2008 contained misstatements and omissions concerning (amongst other things) the Issuer's portfolio of mortgage-related (including US subprime-related) securities, the Issuer's exposure to mortgage and credit market risk and the Issuer's financial condition. The consolidated amended complaint asserts claims under sections 11, 12(a)(2) and 15 of the Securities Act of 1933. On 5 January 2011, the Court issued an order and, on 7 January 2011, judgment was entered, granting the defendants' motion to dismiss the complaint in its

entirety and closing the case. On 4 February 2011, the plaintiffs filed a motion asking the Court to reconsider in part its dismissal order. On 31 May 2011, the Court denied in full the plaintiffs' motion for reconsideration. The plaintiffs have appealed both decisions (the grant of the defendants' motion to dismiss and the denial of the plaintiffs' motion for reconsideration) to the United States Court of Appeals for the Second Circuit. Oral argument was held on 18 October 2012.

The Issuer considers that these ADS-related claims against it are without merit and is defending them vigorously. As at the date of this Base Prospectus, it is not practicable to estimate the Issuer's possible loss in relation to these claims or any effect that they might have upon operating results in any particular financial period.

US Federal Housing Finance Agency and Other Residential Mortgage-Backed Securities Litigation

The US Federal Housing Finance Agency ("**FHFA**"), acting for two US government sponsored enterprises, Fannie Mae and Freddie Mac (collectively, the "**GSEs**"), filed lawsuits against 17 financial institutions in connection with the GSEs' purchases of residential mortgage-backed securities ("**RMBS**"). The lawsuits allege, amongst other things, that the RMBS offering materials contained materially false and misleading statements and/or omissions. The Issuer and/or certain of its affiliates or former employees are named in two of these lawsuits, relating to sales between 2005 and 2007 of RMBS, in which BCI was lead or co-lead underwriter.

Both complaints demand, amongst other things: rescission and recovery of the consideration paid for the RMBS; and recovery for the GSEs' alleged monetary losses arising out of their ownership of the RMBS. The complaints are similar to other civil actions filed against the Issuer and/or certain of its affiliates by other plaintiffs, including the Federal Home Loan Bank of Seattle, Federal Home Loan Bank of Boston, Federal Home Loan Bank of Chicago, Cambridge Place Investment Management, Inc., HSH Nordbank AG (and affiliates), Sealink Funding Limited, Landesbank Baden-Württemberg (and affiliates), Deutsche Zentral-Genossenschaftsbank AG (and affiliates) and Stichting Pensioenfonds ABP, Royal Park Investments SA/NV, Bayerische Landesbank, John Hancock Life Insurance Company (and affiliates), Prudential Life Insurance Company of America (and affiliates) and the National Credit Union Administration relating to purchases of RMBS. The Issuer considers that the claims against it are without merit and intends to defend them vigorously.

The original amount of RMBS related to the claims against the Issuer in the FHFA cases and the other civil actions against the Group totalled approximately US\$ 8.5 billion, of which approximately US\$ 2.7 billion was outstanding as at 31 December 2012. Cumulative losses reported on these RMBS as at 31 December 2012 were approximately US\$ 0.4 billion. If the Issuer were to lose these cases the Issuer believes it could incur a loss of up to the outstanding amount of the RMBS at the time of judgment (taking into account further principal payments after 31 December 2012), plus any cumulative losses on the RMBS at such time and any interest, fees and costs, less the market value of the RMBS at such time. The Issuer has estimated the total market value of the RMBS as at 31 December 2012 to be approximately US\$ 1.6 billion. The Issuer may be entitled to indemnification for a portion of any losses. These figures do not include two related class actions brought on behalf of a putative class of investors in RMBS issued by Countrywide and underwritten by BCI and other underwriters, in which the Issuer is indemnified by Countrywide.

Devonshire Trust

On 13 January 2009, the Issuer commenced an action in the Ontario Superior Court (the "**Ontario Court**") seeking an order that its early terminations earlier that day of two credit default swaps under an ISDA Master Agreement with the Devonshire Trust ("**Devonshire**"), an asset-backed commercial paper conduit trust, were valid. On the same day, Devonshire purported to terminate the swaps on the ground that the Issuer had failed to provide liquidity support to Devonshire's commercial paper when required to do so. On 7 September 2011, the Ontario Court ruled that the Issuer's early terminations were invalid, Devonshire's early terminations were valid and, consequently, Devonshire was entitled to receive back from the Issuer cash collateral of approximately C\$ 533 million together with accrued interest thereon. The Issuer is appealing the Ontario Court's decision. If the Ontario Court's decision were to be unaffected by future proceedings, the Issuer estimates that its loss would be approximately C\$ 500 million, less any impairment provisions taken by the Issuer for this matter.

LIBOR Civil Actions

The Issuer and other banks have been named as defendants in class action and non-class action lawsuits pending in United States Federal Courts in connection with their roles as contributor panel banks to US Dollar LIBOR, the first of which was filed on 15 April 2011. The complaints are substantially similar and allege, amongst other things, that the Issuer and the other banks individually and collectively violated various provisions of the Sherman Act, the US Commodity Exchange Act, the Racketeer Influenced and Corrupt Organizations Act ("**RICO**"). and various state laws by suppressing or otherwise manipulating US Dollar LIBOR rates. The lawsuits seek an unspecified amount of damages and trebling of damages under the Sherman and RICO Acts. The proposed class actions purport to be brought on behalf of (amongst others) plaintiffs that (i) engaged in US Dollar LIBOR-linked over-the-counter transactions; (ii) purchased US Dollar LIBOR-linked financial instruments on an exchange; (iii) purchased US Dollar LIBOR-linked debt securities; (iv) purchased adjustable-rate mortgages linked to US Dollar LIBOR; or (v) issued loans linked to US Dollar LIBOR.

An additional class action was commenced on 30 April 2012 in the United States District Court for the Southern District of New York (the "**District Court**") against the Issuer and other Japanese Yen LIBOR panel banks by plaintiffs involved in exchange-traded derivatives. The complaint also names members of the Japanese Bankers Association's Euroyen Tokyo Interbank Offered Rate ("**TIBOR**") panel, of which the Issuer is not a member. The complaint alleges, amongst other things, manipulation of the Euroyen TIBOR and Yen LIBOR rates and breaches of US antitrust laws between 2006 and 2010.

A further class action was commenced on 6 July 2012 in the District Court against the Issuer and other EURIBOR panel banks by plaintiffs that purchased or sold EURIBOR-related financial instruments. The complaint alleges, amongst other things, manipulation of the EURIBOR rate and breaches of the Sherman Act and the US Commodity Exchange Act beginning as early as 1 January 2005 and continuing through to 31 December 2009. The plaintiffs voluntarily withdrew this complaint on 23 August 2012.

On 21 February 2013, a class action was commenced in the United States District Court for the Northern District of Illinois against the Issuer and other EURIBOR panel banks by plaintiffs that purchased or sold a NYSE LIFFE EURIBOR futures contract. The complaint alleges manipulation of the EURIBOR rate and violations of the Sherman Act beginning as early as 1 June 2005 and continuing through 30 June 2010.

In addition, the Issuer has been granted conditional leniency from the Antitrust Division of the DOJ in connection with potential US antitrust law violations with respect to financial instruments that reference EURIBOR.

The Issuer has also been named as a defendant along with four current and former officers and directors of the Issuer in a proposed securities class action pending in the District Court in connection with the Issuer's role as a contributor panel bank to LIBOR. The complaint principally alleges that the Issuer's Annual Reports for the years 2006 to 2011 contained misstatements and omissions concerning (amongst other things) the Issuer's compliance with its operational risk management processes and certain laws and regulations. The complaint also alleges that the Issuer's daily US Dollar LIBOR submissions themselves constituted false statements in violation of US Securities laws.

The complaint is brought on behalf of a proposed class consisting of all persons or entities (other than the defendants) that purchased American Depositary Receipts sponsored by the Issuer on an American securities exchange between 10 July 2007 and 27 June 2012. The complaint asserts claims under sections 10(b) and 20(a) of the US Securities Exchange Act 1934.

It is not practicable to provide an estimate of the financial impact of the potential exposure of any of the actions described or what effect, if any, that they might have upon operating results, cash flows or the Issuer's or Group's financial position in any particular period.

Other

Barclays PLC, the Issuer and the Group are engaged in various other legal proceedings both in the United Kingdom and a number of overseas jurisdictions, including the United States, involving claims by and against it which arise in the ordinary course of business, including debt collection, consumer

claims and contractual disputes. The Issuer does not expect the ultimate resolution of any of these proceedings to which the Group is party to have a material adverse effect on its results of operations, cash flows or the financial position of the Group and the Issuer has not disclosed the contingent liabilities associated with these claims either because they cannot reliably be estimated or because such disclosure could be prejudicial to the conduct of the claims. Provisions have been recognised for those cases where the Issuer is able reliably to estimate the probable loss where the probable loss is not *de minimis*.

Significant Change Statement

There has been no significant change in the financial or trading position of the Issuer or the Group since 31 December 2012.

Material Adverse Change Statement

There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2012.

Legal Proceedings

Save as disclosed under '*The Issuer and the Group — Competition and Regulatory Matters*' (on pages 33 to 36 of this Base Prospectus under the headings '*London Interbank Offered Rate*', '*Payment Protection Insurance Redress*', '*Interest Rate Hedging Product Redress*', '*FERC Investigation*' and '*Other Regulatory Investigations*') and '*The Issuer and the Group — Legal Proceedings*' (on pages 37 to 40 of this Base Prospectus under the headings '*Lehman Brothers*', '*American Depositary Shares*', '*US Federal Housing Finance Agency and Other Residential Mortgage-Backed Securities Litigation*', '*Devonshire Trust*' and '*LIBOR Civil Actions*'), there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), which may have or have had during the 12 months preceding the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer and/or the Group.

Auditors

The annual consolidated and unconsolidated financial statements of the Issuer for the two years ended 31 December 2011 and 31 December 2012 have been audited without qualification by PricewaterhouseCoopers of Southwark Towers, 32 London Bridge Street, London SE1 9SY, chartered accountants and registered auditors (authorised and regulated by the FCA (previously the FSA) for designated investment business).

Related Parties

In the ordinary course of business, the Issuer participates in transactions with parent and fellow subsidiary companies.

HOW THE RETURN ON YOUR INVESTMENT IS CALCULATED

THE WORKED EXAMPLES PRESENTED BELOW ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE IN NO WAY REPRESENTATIVE OF ACTUAL PRICING. THE WORKED EXAMPLES ARE INTENDED TO DEMONSTRATE HOW AMOUNTS PAYABLE UNDER THE SECURITIES ARE CALCULATED UNDER A VARIETY OF SCENARIOS. THE ACTUAL AMOUNTS PAYABLE (IF ANY) WILL BE CALCULATED IN ACCORDANCE WITH THE TERMS OF YOUR SECURITIES AS SET OUT IN THE TERMS AND CONDITIONS SECTION OF THIS BASE PROSPECTUS.

For the purposes of the scenarios below, the nominal amount per Security is assumed to be GBP 1,000 and the issue price is 100 per cent. of the aggregate nominal amount.

Securities issued pursuant to this Base Prospectus will bear interest on a periodic or one-off basis and will be calculated as the sum of (i) a designated fixed rate (which could be zero) and (ii) a performance rate to be determined in respect of each interest payment date based on the performance of or fluctuations in a specified equity index (which could be zero).

The sections below are intended to demonstrate how the performance rate to be used in calculating any interest amount will be calculated (if any). If the Final Terms specifies that the interest rate is 'Digital', then see – 'Digital Performance Rate' below. If the Final Terms specifies that the interest rate is 'European', then see – 'European Performance Rate' below. If the Final Terms specifies that the interest rate is 'Cliquet 1', then see – 'Cliquet 1 Performance Rate' below. If the Final Terms specifies that the interest rate is 'Cliquet 2', then see – 'Cliquet 2 Performance Rate' below.

Upon maturity investors will be paid par (i.e. the face value of each Security).

Digital Performance Rate

For 'digital interest' products, performance linked interest (if any) will depend upon the level of the underlying index on a date prior to the interest payment date, relative to a defined level.

If the interest rate specified is 'Digital', in respect of each Security on each interest payment date you will receive an amount calculated by applying the sum of the relevant fixed rate and relevant performance rate to the nominal amount. The fixed rate for an interest payment date will be specified in the Final Terms (or, if no rate is specified, it shall be zero). The performance rate for an interest payment date will depend on the level of index on the valuation date corresponding to that interest payment date, relative to a designated level (the digital bench level). If the index is at or above the digital bench level, the performance rate will be equal to a rate specified in the Final Terms as the digital level higher. If the index is below the digital bench level, the performance rate will be equal to a rate specified in the Final Terms as the digital level lower.

WORKED EXAMPLE 1: Assuming, for a given interest payment date:

- **the fixed rate is 2 %;**
 - **the level of the index on the strike date is 100;**
 - **the digital bench level is 110;**
 - **the digital level higher is 4 %; and**
 - **the digital level lower is 2 %,**
- (i) if the index level on the valuation date corresponding to the interest payment date is fixed at 110 (i.e. equal to the digital bench level), the interest amount payable on such interest payment date will be equal to GBP 60. This figure is calculated as $\text{GBP } 1,000 \times (\text{fixed rate of interest of } 2\% + \text{digital performance rate of } 4\%)$, i.e. $\text{GBP } 1,000 \times 0.06$.
- (ii) if the index level on the valuation date corresponding to the interest payment date is fixed at 109.5 (i.e. less than the digital bench level), the interest amount payable on such interest date will be equal to GBP 40. This figure is calculated as $\text{GBP } 1,000 \times (\text{fixed rate of interest of } 2\% + \text{digital performance rate of } 2\%)$, i.e. $\text{GBP } 1,000 \times 0.04$.

- (iii) if the index level on the valuation date corresponding to the interest payment date is fixed at 0 (i.e. less than the digital bench level), the interest amount payable on such interest date will be equal to GBP 40. This figure is calculated as $\text{GBP } 1,000 \times (\text{fixed rate of interest of } 2\% + \text{digital performance rate of } 2\%)$, i.e. $\text{GBP } 1,000 \times 0.04$.

European Performance Rate

For 'European Interest' products, any performance linked interest rate will depend on the level of the underlying index on the valuation date prior to the interest payment date, relative to the level of the index on the strike date minus a defined barrier. The greater the level of the index, the greater the performance rate of interest. Where the index level falls below the level on the strike date, the performance rate will be zero.

If the interest rate specified is 'European', in respect of each Security and on each interest payment date you will receive an amount calculated by applying the sum of the relevant fixed rate and relevant performance rate to the nominal amount. The fixed rate for an interest payment date will be specified in the Final Terms (or, if not rate is specified, it shall be zero). The performance rate for an interest payment date will depend on the level of index on the valuation date corresponding to that interest payment date, relative to the strike date. This is calculated by subtracting a specified barrier level from the result of (i) the level of the index on such valuation date, divided by the level of the index on the strike date, (ii) minus 1 (expressed mathematically as $\text{index level} / \text{initial index level} - 1$). One is subtracted from the calculation to give the return, rather than the proportional increase or decrease in the index level. This result of this calculation (which is subject to a floor of zero), will then be multiplied by the specified participation rate (being a number which determines the level of exposure to the underlying index performance, where a number greater than 1 will magnify the effects of rises and falls) to give the performance rate for that interest payment date.

WORKED EXAMPLE: Assuming, for a given interest payment date:

- **the fixed rate is 2 %;**
 - **the level of the index on the strike date is 100;**
 - **the barrier level is 20 %; and**
 - **the participation is 120 % (being a number which determines your exposure to the index performance and will be determined by the Issuer at the time of issuance).**
- (i) If the index level on the valuation date corresponding to the interest payment date is fixed at 130, the interest amount payable on such interest date will be equal to GBP 140. This figure is calculated as (I) index level of 130 / initial index level of 100 (=1.3) minus 1 (expressed mathematically as $\text{index level}/\text{initiated index level} - 1$) (= 0.3) (II) minus a barrier level of 20 %, or 0.2 (= 0.1) (III) multiplied by the participation of 120 %, or 1.2 (= 0.12) (IV) plus a fixed rate of 2 %, or 0.02 (= 0.14) (V) multiplied by GBP 1,000 (= GBP 140).
- (ii) if the index level on the valuation date corresponding to the interest payment date is fixed at 120, the interest amount payable on such interest date will be equal to GBP 20. This figure is calculated as (I) index level of 120 / initial index level of 100 (=1.2) minus 1 (= 0.2) (II) minus a barrier level of 20 %, or 0.2 (= 0) (III) multiplied by the participation of 120 %, or 1.2 (= 0) (IV) plus a fixed rate of 2 %, or 0.02 (= 0.02) (V) multiplied by GBP 1,000 (= GBP 20).
- (iii) if the index level on the valuation date corresponding to the interest payment date is fixed at 80, the interest amount payable on such interest date will be equal to GBP 20. This figure is calculated as (I) the maximum of (a) index level of 80 / initial index level of 100 (=0.8) minus 1 (= -0.2), less a barrier level of 20 %, or 0.2 (= -0.4) and (b) 0 (=0), (II) multiplied by the participation of 120 %, or 1.2 (= 0) (III) plus a fixed rate of 2 %, or 0.02 (= 0.02) (IV) multiplied by GBP 1,000 (= GBP 20).
- (iv) if the index level on the valuation date corresponding to the interest payment date is fixed at 0, the interest amount payable on such interest date will be equal to GBP 20. This figure is calculated as (I) the maximum of (a) index level of 0 / initial index level of 100 (= 0) minus 1

(= -1) less a barrier level of 20 %, or 0.2 (= -1.2) and (b) 0 (=0) (II) multiplied by the participation of 120 %, or 1.2 (= 0) (III) plus a fixed rate of 2 %, or 0.02 (= 0.02) (IV) multiplied by GBP 1,000 (= GBP 20).

Cliquet 1 Performance Rate

For 'Cliquet 1' interest products, any performance-linked interest will only be paid if the average fluctuation in the level of the underlying index between a number of valuation dates corresponding to a given interest payment date exceeds a defined barrier. Cliquet 1 interest calculations measure fluctuations in 'absolute' terms which means that any decrease or negative performance value will be observed to be a positive number and will count towards the performance. The greater the average fluctuation in the level of the index between valuation dates, the greater the performance rate of interest.

If the interest rate specified is 'Cliquet 1', in respect of each Security and on each interest payment date you will receive an amount calculated by applying the sum of the relevant fixed rate and the performance rate to the nominal amount. The fixed rate for an interest payment date will be specified in the Final Terms (or, if no rate is specified, it shall be zero). The performance rate for an interest payment date will depend on the arithmetic average of the absolute changes (i.e. any negative figure is treated as a positive) in the level of the index from one valuation date to the next in the period between interest payment dates (the interest period). The absolute change in the level of the index is calculated as (i) the level of the index on a valuation date in the interest period, divided by the level of the index on the immediately preceding valuation date, (ii) minus 1, and expressed as a positive number if it would otherwise be negative. This is calculated for each valuation date in connection with such interest payment date and then averaged by adding the result and dividing by the number of valuation dates. The barrier is subtracted from such average, and the result of this calculation (which is subject to a floor of zero), is multiplied by the specified participation rate (being a number which determines the level of exposure to the underlying index performance, where a number greater than 1 will magnify the effects of rises and falls) to give the performance rate for that interest payment date.

WORKED EXAMPLE: Assuming for the first interest payment date:

- **the fixed rate is 2 %;**
- **the level of the index on the strike date is 100;**
- **the barrier level is 20 %;**
- **the participation is 120% (being a number which determines your exposure to the index performance and will be determined by the Issuer at the time of issuance), and**
- **there are 5 valuation dates in the interest period ending on this first interest payment date,**

If the level of the index on valuation date 1 = 110; valuation date 2 = 143; valuation date 3 = 128.7; valuation date 4 = 154.44; valuation date 5 = 100.386, the interest payable on the interest payment date falling after valuation date 5 will be GBP 32.

The interest amount is calculated as the sum of the fixed rate of interest (being 2 % or 0.02), plus the performance rate interest (being 0.012) multiplied by GBP 1,000 ($0.02+0.012=0.032$ and $0.032 \times \text{GBP } 1,000 = \text{GBP } 32$).

The performance rate of interest is calculated as the average absolute fractional change in the index level from one valuation date to the next (being 0.21) less the barrier of 0.2 (=0.01), multiplied by the participation rate of 120 %, or 1.2 ($0.01 \times 1.2 = 0.012$).

The average change in the index level from one valuation date to the next is calculated as the sum of:

- 0.1 (being, for valuation date 1, $110/100$ minus 1); plus
- 0.3 (being, for valuation date 2, $143/110$ minus 1); plus
- 0.1 (being, for valuation date 3, $128.7/143$ minus 1, being -0.1 which becomes 0.1 when

expressed as an absolute number); plus

(iv) 0.2 (being, for valuation date 4, $154.44/128.7$ minus 1); plus

(v) 0.35 (being, for valuation date 5, $100.386/154.44$ minus 1, being -0.35 which becomes 0.35 when expressed as an absolute number),

which equals 1.05. Given that this number reflects the sum of all five changes, it is then divided by 5 (i.e. multiplied by 1 divided by 5 = 0.2), to give 0.21.

Cliquet 2 Performance Rate

For 'Cliquet 2' interest products, any performance-linked interest will only be paid if the lowest fluctuation in the level of the underlying index between valuation dates exceeds a defined barrier. Cliquet 2 interest calculations measure fluctuations in 'absolute' terms which means that any decrease or negative performance value will be observed to be a positive number and will count towards the performance. The greater the average fluctuation in the level of the index between valuation dates, the greater the performance rate of interest.

If the interest rate specified is 'Cliquet 2', in respect of each Security then on each interest payment date you will receive an amount calculated by applying the relevant fixed rate plus the Cliquet 2 performance rate to the nominal amount. The fixed rate for an interest payment date will be specified in the Final Terms (or, if no rate is specified, it shall be zero). The performance rate for an interest payment date will depend on the lowest absolute change in the level of the index from one valuation date to the next in the period between interest payment dates (the interest period). The absolute change in the level of the index is calculated as (i) the level of the index on each valuation date in the interest period, divided by the level of the index on the immediately preceding valuation date, (ii) minus 1, where such change is expressed as a positive number if it would otherwise be negative. The lowest (or joint lowest) absolute change is selected. The barrier is then subtracted and the result of this calculation (which is subject to a floor of zero), is multiplied by the specified participation rate (being a number which determines the level of exposure to the underlying index performance, where a number greater than 1 will magnify the effects of rises and falls) to give the performance rate for that interest payment date.

WORKED EXAMPLE: Assuming for the first interest payment date:

- **the fixed rate is 2 %;**
- **the level of the index on the strike date is 100;**
- **the barrier level is 20 %; and**
- **the participation is 120% (being a number which determines your exposure to the index performance and will be determined by the Issuer at the time of issuance).**

If the level of the index on valuation date 1 = 110; valuation date 2 = 143; valuation date 3 = 128.7; valuation date 4 = 154.44; valuation date 5 = 100.386, the interest payable on the interest payment date falling after valuation date 5 will be GBP 20.

The interest amount is calculated as the sum of the fixed rate of interest (being 2 % or 0.02), plus the performance rate interest (being 0).

The performance rate of interest is calculated as the maximum of (i) the minimum absolute change in the index level from one valuation date to the next (being 0.1), less the barrier of 0.2 (= -0.1) and (ii) 0 (=0), multiplied by the participation rate of 120 %, or 1.2 (= 0).

The minimum change in the index level from one valuation date to the next is 0.1 (in respect of valuation date 1 and 3), being the lowest of the following series of performance calculations:

(i) 0.1 (being, for valuation date 1, $110/100$ minus 1);

(ii) 0.3 (being, for valuation date 2, $143/110$ minus 1);

How the Return on your Investment is Calculated

- (iii) 0.1 (being, for valuation date 3, $128.7/143$ minus 1, being -0.1 which becomes 0.1 when expressed as an absolute number);
- (iv) 0.2 (being, for valuation date 4, $154.44/128.7$ minus 1); and
- (v) 0.35 (being, for valuation date 5, $100.386/154.44$ minus 1, being -0.35 which becomes 0.35 when expressed as an absolute number).

TERMS AND CONDITIONS OF THE SECURITIES

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*The following text comprises the terms and conditions of the Securities (the "**General Conditions**") that, subject to completion or election in the Final Terms (together, the "**Conditions**") shall be applicable to each Series.*

The provisions within Section C: INTEREST AND FINAL REDEMPTION and Section D: INDEX LINKED CONDITIONS will only be applicable where specified in the Final Terms. In particular, the Final Terms will indicate the type of Performance Rate used to determine the interest payable, if any, in accordance with the relevant sub-paragraph from General Condition 5 (Interest).

All capitalised terms that are not defined in these General Conditions have the meanings given to them in the Final Terms.

References in these General Conditions to 'Notes' are to the Notes of one Series only, not to all Securities that may be issued pursuant to the Programme.

A. INTRODUCTION

The Securities are issued as a Series of notes ("**Notes**"), by the Issuer and references to "**Securities**" shall be construed as a reference to each Series accordingly. Securities are issued pursuant to the Agency Agreement dated 18 April 2013 (as further amended and/or supplemented and/or restated as at the relevant Issue Date, the "**Agency Agreement**"). The Securities have the benefit of a Deed of Covenant dated 18 April 2013 (as further amended and/or supplemented and/or restated as at the relevant Issue Date, the "**Deed of Covenant**") executed by the Issuer. Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the registered office of the Issuer, the Issue and Paying Agent and the specified offices of the Paying Agents, the Transfer Agents and the Registrar.

The determination agent, the issue and paying agent, the registrar, the paying agents, the transfer agents are referred to respectively as the "**Determination Agent**", the "**Issue and Paying Agent**", the "**Registrar**", the "**Paying Agents**" and the "**Transfer Agents**" (together, the "**Agents**"). The Issue and Paying Agent shall be The Bank of New York Mellon, London Branch of One Canada Place, London E14 5AL. Each of the other Agents shall be as specified below or in the Final Terms.

Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche will be identical to the terms of other Tranches of the same Series (save in respect of the Issue Date, Issue Price, first payment of interest, if applicable, and aggregate nominal amount of the Tranche) and will be set out in the Final Terms.

Capitalised terms used in the Conditions have the meanings given in General Condition 23 (*Definitions and Interpretation*).

B. FORM, TITLE, TRANSFER, CALCULATIONS AND PAYMENTS UNDER THE SECURITIES

1. Form, Title and Transfer

1.1 Form of Securities

(a) Form of Securities

Securities will be issued in bearer form ("**Bearer Securities**") (with or without coupons (the "**Coupons**") and talons (the "**Talons**")) or in registered form ("**Registered Securities**") as specified in the Final Terms. Securities in one form may not be exchanged for Securities in any other form except as provided below.

Bearer Securities will initially be issued in global form ("**Global Bearer Securities**"), and may only be exchanged for Securities in definitive form (each a "**Definitive Bearer Security**" and, if more than one, the "**Definitive Bearer Securities**") (i) in the case of Bearer Securities with a single Specified Denomination, if specified in the Final Terms or (ii) in the case of all Bearer Securities, upon an Exchange Event occurring, and in each case in accordance with the terms of the relevant Global Security. Registered Securities may initially be issued in global form ("**Global Registered Securities**" and together with Global Bearer Securities, "**Global**

Securities") if specified in the Final Terms, which may only be exchanged for Securities in definitive form ("**Definitive Registered Securities**" and together with Definitive Bearer Securities, "**Definitive Securities**"), if specified in the Final Terms, or upon an Exchange Event occurring, and in each case in accordance with the terms of the relevant Global Registered Security. Registered Securities may initially be issued as Definitive Registered Securities if specified in the Final Terms. The Issuer will promptly give notice to Holders if an Exchange Event occurs.

(b) **Initial Issue of Global Securities**

If 'NGN Form' is specified as applicable in the Final Terms with respect to a Global Bearer Security or the Final Terms specifies that a Global Registered Security is to be held under the New Safekeeping Structure ("**NSS**") ("**NGN Form**"), such Global Bearer Security or Global Registered Security will be delivered on or prior to the original issue date of the Series or Tranche to a common safekeeper (a "**Common Safekeeper**"). The aggregate nominal amount of the Global Security shall be that which is from time to time entered in the records of the Relevant Clearing System. Securities should only be issued in NGN Form where they are intended to be held in a manner which would allow Eurosystem eligibility but such recognition will depend upon the satisfaction of the Eurosystem eligibility criteria.

If 'CGN Form' is specified as applicable in the Final Terms ("**CGN Form**"), the Global Security may be delivered on or prior to the original issue date of the Series or Tranche to a Common Depositary for the Relevant Clearing System (and, in the case of Registered Securities, registered in the name of any nominee for the Relevant Clearing System). The Relevant Clearing System will then credit each subscriber with an aggregate nominal amount of the Global Securities equal to the nominal amount thereof for which it has subscribed and paid.

(c) **Exchange of Global Securities**

Each Series of Bearer Securities issued in compliance with the D Rules will be initially issued in the form of a temporary global security in bearer form (a "**Temporary Global Security**") and will be exchangeable for a permanent bearer global security (a "**Permanent Global Security**"), free of charge, on and after its Exchange Date, upon certification as to non-US beneficial ownership in the form set out in the Agency Agreement.

Each Series of Bearer Securities issued in compliance with the C Rules or in respect of which TEFRA does not apply will be initially issued in the form of a Permanent Global Security.

Upon the occurrence of an Exchange Event on or after its Exchange Date each Permanent Global Security will be exchangeable, in whole but not in part, free of charge, for Definitive Securities. Temporary Global Securities will not be exchangeable for Definitive Securities.

If the Global Security is in CGN Form, on or after any due date for exchange, the Holder may surrender it or, in the case of a partial exchange, present it for endorsement to or to the order of the Issue and Paying Agent and in exchange the Issuer will deliver, or procure the delivery of (i) in the case of a Temporary Global Security, a Permanent Global Security in an aggregate nominal amount equal to that of the Temporary Global Security that is being exchanged, or (ii) in the case of a Permanent Global Security exchangeable for Definitive Securities, an equal aggregate nominal amount of duly executed and authenticated Definitive Securities.

If the Global Security is in NGN Form, the Issuer will procure that details of such exchange be entered pro rata in the records of the Relevant Clearing System. On exchange in full of each Permanent Global Security, the Issuer will, if the Holder so requests, procure that it is cancelled and returned to the Holder together with the relevant Definitive Securities.

(d) **Registered Securities**

Registered Securities of each Series which are sold in an 'offshore transaction' within the meaning of Regulation S under the Securities Act will be represented by interests in a Global Security, without Coupons or Talons, deposited with, and registered in the name of, a

Common Depository or a Common Safekeeper on behalf of the Relevant Clearing System on its issue date.

1.2 **Denomination and Number**

The Final Terms in respect of Securities will specify the denomination or denominations (each a "**Specified Denomination**") in which such Securities are issued, the Aggregate Nominal Amount, the Issue Price per Security, the Currency and the Calculation Amount. In the case of a Series with more than one Specified Denomination, Bearer Securities of one Specified Denomination will not be exchangeable for Bearer Securities of another Specified Denomination.

All Notes of a Series shall have the same Specified Denomination and the Calculation Amount shall be equal to that Specified Denomination.

1.3 **Title**

Title to Bearer Securities and any Coupons or Talons, as the case may be, passes by delivery and title to Registered Securities passes by registration in the Register that the Issuer shall procure is kept by the Registrar in accordance with the provisions of the Agency Agreement.

The Issuer and the relevant Agents shall (except as otherwise required by law or ordered by a court of competent jurisdiction) deem and treat the Holder (as defined below) of any Bearer Security, Coupon, Talon or Registered Security as its absolute owner for all purposes (whether or not such Security is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it (or on the Global Security representing it) or its theft or loss) and no person shall be liable for so treating the Holder.

In these Conditions, "**Holder**" means the bearer of any Bearer Security or the person in whose name a Registered Security is registered. In respect of any Global Securities, the person appearing as the accountholder for the Relevant Clearing System (the "**Accountholder**") shall be treated as the Holder for all purposes other than with respect to the payment of any amount due under the Securities (for which purpose the Common Depository or Common Safekeeper, as the case may be, shall be treated by the Issuer and any Agent as the relevant Holder).

1.4 **Transfers**

(a) **Transfers of Cleared Securities**

Subject to paragraph (b) below, transfers of Securities which are held in a Relevant Clearing System may be effected only through the Relevant Clearing System in which the Securities to be transferred are held and only in accordance with the Relevant Rules. Title will pass upon registration of the transfer in the books of Euroclear or Clearstream, as the case may be.

(b) **Transfers of Non-cleared Securities**

Non-cleared Registered Securities may be transferred only through the Register by delivery in writing to the Registrar or any Transfer Agent of (i) the relevant Definitive Registered Security or Global Registered Security representing such Registered Securities to be transferred, (ii) the duly completed form of transfer or notice of redemption and surrender and (iii) any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Securities, a new Definitive Registered Security shall be issued to the transferee in respect of the part transferred and a further new Definitive Registered Security or Global Registered Security in respect of the balance of the holding not transferred shall be issued to the transferor.

Transfers of part only of a holding of Registered Securities represented by a non-cleared Global Registered Security may only be made (i) if an Exchange Event occurs; or (ii) with the consent of the Issuer, provided that, the registered Holder has given the Registrar not less than 10 Business Days' notice at its specified office of the registered Holder's intention to effect such transfer. All transfers of Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Securities scheduled to the Agency Agreement.

The regulations may be changed by the Issuer, with the prior written approval of the Registrar and each Holder. A copy of the current regulations will be made available by the Registrar to any Holder upon request.

Transfers of Registered Securities will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any Taxes that may be imposed in relation to it (or the giving of an indemnity as the Issuer, Registrar or the relevant Transfer Agent may require).

(c) **Registered Security Closed Periods**

No Holder may require the transfer of a Definitive Registered Security (i) during the period of 15 calendar days ending on the due date for redemption or (ii) during the period of seven calendar days ending on (and including) any Record Date.

(d) **Minimum Tradable Amount**

Transactions in the Securities may, if specified in the Final Terms, be subject to a Minimum Tradable Amount, in which case such Securities will be transferable only in a nominal amount of not less than such Minimum Tradable Amount and, in the case of Cleared Securities, in accordance with the Relevant Rules.

2. **Status**

The Securities and any Coupons relating to them constitute direct, unsecured and unsubordinated obligations of the Issuer and rank equally among themselves. The payment obligations of the Issuer under the Securities and any related Coupons will rank equally with all other present and future unsecured and unsubordinated obligations of the Issuer (except for such obligations as may be preferred by provisions of law that are both mandatory and of general application). The Securities do not evidence deposits of the Issuer. The Securities are not insured or guaranteed by any government or government agency.

3. **Calculations and Publication**

3.1 **Rounding**

For the purposes of any calculations required pursuant to the Conditions unless otherwise specified all figures shall be rounded to seven significant figures (provided that if the eighth significant figure is a 5 or greater, the seventh significant figure shall be rounded up) and (c) all currency amounts that fall due and payable shall be rounded to the nearest Unit of such currency (with half a Unit being rounded up), save in the case of Japanese yen, which shall be rounded down to the nearest Japanese yen. For these purposes, "Unit" means the lowest amount of such currency that is available as legal tender in the country of such currency.

3.2 **Determination and Publication of Interest Amounts, and amounts in respect of Settlement**

As soon as practicable on such date as the Issue and Paying Agent or, as applicable, the Determination Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation in respect of or in connection with any Security, such Agent shall determine such rate, obtain any required quotation or make such determination or calculation, as the case may be, and cause the relevant payment amount to be notified to the Issuer, each of the Paying Agents, the Holders, any other Agent in respect of the Securities that is to make a payment or further calculation or determination upon receipt of such information and, if the Securities are listed and the rules of the London Stock Exchange or other relevant authority so require, such exchange or relevant authority, as soon as possible after their determination but in no event later than (a) in the case of notification to an exchange or relevant authority of an Interest Amount, the commencement of the relevant Interest Calculation Period, if determined prior to such time, or (b) in all other cases, the fourth Business Day following such determination.

3.3 Calculation Amount

(a) General

If the Settlement Amount relating to a Security is specified, or is to be determined, by reference to the Calculation Amount specified in the Final Terms, then, on each occasion on which such Security is redeemed in part, the corresponding Settlement Amount shall be deemed to have been reduced by an amount proportional to the nominal amount or portion of the Security so redeemed with effect from the date of such partial reduction or exercise.

(b) Calculations in respect of Securities

(i) Notwithstanding anything to the contrary in the Conditions or the Agency Agreement each calculation of an amount payable in cash in respect of each Security (other than a Definitive Security) shall be based on the aggregate nominal amount of all such Securities outstanding on such date (or the relevant affected portion thereof), rounded in accordance with the method provided in General Condition 3.1 (*Rounding*) above and distributed in accordance with of the Relevant Rules.

(ii) For the avoidance of doubt, in relation to any amount which is payable under these Conditions in respect of a Security and which is calculated by reference to a Calculation Amount, references to 'Security' shall mean to a Security having a nominal amount (or face value) equal to the Calculation Amount.

3.4 Business Day Convention

If any date specified to be subject to adjustment in accordance with the 'Business Day Convention' would otherwise fall on a day that is not a Business Day, such date shall be postponed to the next day that is a Business Day (the "**Business Day Convention**").

4. Payments

4.1 Payments in respect of Definitive Bearer Securities

In respect of any Definitive Bearer Security payments of principal will be made against and subject to the presentation and surrender (or, in the case of part payment, endorsement) of the relevant Definitive Bearer Security at the specified office of any Paying Agent outside the United States, by a cheque drawn in the currency in which payment is due, or by transfer to an account with an Account Bank denominated in such currency, as applicable. Payments of interest will be made as set out above but against and subject to the presentation and surrender of the relevant Coupon.

Notwithstanding the foregoing, payments of principal or interest may be made in United States dollars at the specified office of any Paying Agent in New York City if (i) the Issuer has appointed Paying Agents with offices outside of the United States with the reasonable expectation that such Paying Agents would be able to make payment in United States dollars, (ii) payment of the full amount of such interest or principal in United States dollars at the offices of such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law, without involving, in the determination of the Issuer, any adverse tax consequences to the Issuer.

4.2 Payments in respect of Definitive Registered Securities

Payments of principal in respect of each Definitive Registered Security will be made against and subject to the condition to settlement, presentation and surrender of the relevant Definitive Registered Security at the specified office of the Registrar or any of the Transfer Agents and in the manner provided in the immediately following paragraph below.

Payments of interest in respect of each Definitive Registered Security will be made on the relevant due date to the Holder, or the first named of any joint Holders appearing in the Register at the close of business on the relevant Record Date by cheque drawn on an Account

Bank and mailed to such Holder at the address in the Register, or by electronic transfer to an account in the relevant currency maintained by the payee with an Account Bank.

4.3 Global Securities

(a) Payments in respect of Global Bearer Securities

No payment falling due after the Exchange Date will be made on any Global Bearer Securities unless exchange for an interest in a Permanent Global Security or for Definitive Bearer Securities is improperly withheld or refused. Payments on any Temporary Global Security issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-US beneficial ownership in the form set out in the Agency Agreement.

(b) CGNs

All payments in respect of Bearer Securities in CGN Form will be made against and subject to presentation for endorsement and, if no further payment falls to be made in respect of the Global Bearer Securities, surrender of that Global Bearer Security to or to the order of the Issue and Paying Agent or such other Paying Agent as shall have been notified to the Holders for such purpose.

(c) NGNs and Global Securities held under NSS

If a Global Bearer Security is a Cleared Security in NGN Form or a Global Registered Security is a Cleared Security held under the NSS, the Issuer shall procure that details of each such payment shall be entered in the records of the Relevant Clearing System. Payments in respect of Securities in NGN Form will be made to its Holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the Relevant Clearing System shall not affect such discharge.

(d) Global Registered Securities that are Cleared Securities

All payments in respect of Cleared Securities that are represented by a Global Registered Security will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Record Date.

(e) Relationship of Accountholders and Relevant Clearing Systems

Each of the persons shown in the records of the Relevant Clearing System as the Holder represented by a Global Security must look solely to the Relevant Clearing System for his share of each payment made by the Issuer to the bearer of such Global Bearer Security or the Holder of the underlying Registered Securities. The obligations of the Issuer will be discharged by payment to the bearer of such Global Bearer Security or the Holder of the underlying Registered Security, as the case may be, in respect of each amount so paid.

4.4 Unmatured Coupons and Unexchanged Talons

(a) Unmatured Coupons and Unexchanged Talons Void

Upon the due date for redemption of any Definitive Bearer Security, unmatured Coupons and unexchanged Talons relating to such Security (whether or not attached) shall become void and no payment shall be made in respect of them.

(b) Requirement for Indemnity

Where any Definitive Bearer Security is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

4.5 Taxes and Settlement Expenses Conditions to Settlement

Payment of any Settlement Amount shall be subject to deduction, or conditional upon payment by the relevant Holder(s), of any applicable Taxes and Settlement Expenses and any other amounts payable as specified in the Conditions. The Issuer shall notify the Holder(s) of (a) such applicable Taxes, Settlement Expenses and other amounts payable and (b) the manner in which such amounts shall be paid by the Holder(s).

4.6 Payments on Business Days

Subject to the application of the Business Day Convention, if the date on which any amount is payable is not (i) a Business Day and (ii) in the case of Definitive Securities only, a day other than a Saturday or Sunday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the relevant place of presentation, then payment will not be made until the next succeeding day which is (i) a Business Day and (ii) in the case of Definitive Securities only, also a day other than a Saturday or Sunday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the relevant place of presentation, and the Holder thereof shall not be entitled to any further payment in respect of such delay.

4.7 Postponement of Payments and Settlement on delay or postponement in valuations

Payments may be postponed beyond their scheduled payment date, and without interest or any additional amount being payable on account of such postponement, all in accordance with the terms of General Condition 7 (*Valuation and Consequences of Disrupted Days*).

C. INTEREST AND FINAL REDEMPTION

5. Interest

5.1 Interest Amount

(a) Interest Amount Calculation

The amount of interest (the "**Interest Amount**") payable, if any, in respect of each security on an Interest Payment Date, will be the product of (i) the Interest Rate for such Interest Payment Date, multiplied by (ii) the Calculation Amount.

(b) Interest Rate

The interest rate (the "**Interest Rate**") for an Interest Payment Date will be determined by the Determination Agent as the sum of (i) the Fixed Rate for such Interest Payment Date, plus (ii) the Performance Rate for such Interest Payment Date.

(c) Relevant Defined Terms

The following terms as used above have the following meanings:

- "**Calculation Amount**" means a nominal amount of the Securities equal to the Specified Denomination (unless a different amount is specified in the Final Terms, in which case, such amount).
- "**Fixed Rate**" means, in respect of an Interest Payment Date, a percentage as specified in the Final Terms. If no Fixed Rate is specified in respect of a particular Interest Payment Date, the Fixed Rate shall be zero and the Interest Rate shall be equal to the Performance Rate.
- "**Performance Rate**" means, in respect of an Interest Payment Date, the percentage rate determined in accordance with the terms of the type of Performance Rate as provided in General Condition 5.2 (*Performance Rate*) below which the Final Terms specifies as applying to the Securities. The "**Types of Performance Rates**" will be one of:

- (a) Digital;
- (b) European;
- (c) Cliquet 1; and
- (d) Cliquet 2.

5.2 Performance Rate

The Performance Rate for an Interest Payment Date will be calculated by the Determination Agent for each Interest Payment Date in accordance with the relevant conditions.

5.2.1 Digital

(a) Application

This General Condition 5.2.1 applies where the Final Terms specifies that the Type of Performance Rate is 'Digital'.

(b) Determination of Performance Rate

The "**Performance Rate**" in respect of an Interest Payment Date will be determined by the Determination Agent in accordance with the following:

- (i) if the Index Level on the immediately preceding Valuation Date is at or above the Digital Bench Level, the Performance Rate is the percentage specified in the Final Terms as 'Digital Level Higher';
- (ii) otherwise, the Performance Rate is the percentage specified in the Final Terms as 'Digital Level Lower', or if no such percentage is specified, zero.

(c) Relevant defined terms

The following terms as used above shall have the following meanings:

- "**Digital Bench Level**" means the Initial Index Level or a different level of the Index as specified in the Final Terms.
- "**Digital Level Higher**" means the level specified as such in the Final Terms.
- "**Digital Level Lower**" means the level specified as such in the Final Terms.
- "**Exchange**" means the exchange specified as such in the Final Terms.
- "**Index**" means the equity index specified in the Final Terms.
- "**Initial Index Level**" means the level of the Index as of the Valuation Time on the Strike Date.
- "**Index Level**" means, in respect of a Valuation Date, the level of the Index as of the Valuation Time on such Valuation Date.
- "**Interest Payment Date**" means each date specified as such in the Final Terms.
- "**Strike Date**" means the date specified as such in the Final Terms.
- "**Valuation Date**" means each date specified as such in the Final Terms, subject to adjustment in accordance with General Condition 7 (*Valuation and Consequences of Disrupted Days*).
- "**Valuation Time**" means the scheduled closing time on the Exchange.

5.2.2 European

(a) Application

This General Condition 5.2.2 applies where the Final Terms specifies that the Type of Performance Rate is 'European'.

(b) **Determination of Performance Rate**

The "**Performance Rate**" in respect of an Interest Payment Date will be determined by the Determination Agent in accordance with the following formula:

$$\text{Performance Rate} = \text{Participation} \times \text{Max} \left(0\%, \left(\frac{\text{Index Level}}{\text{Initial Index Level}} - 1 \right) - \text{Barrier} \right)$$

(c) **Relevant defined terms**

The following terms as used above shall have the following meanings:

- "**Barrier**" means the percentage specified as such in the Final Terms.
- "**Exchange**" means the exchange specified as such in the Final Terms.
- "**Index**" means the equity index specified in the Final Terms.
- "**Index Level**" means, in respect of a Valuation Date, the level of the Index as of the Valuation Time on such Valuation Date.
- "**Initial Index Level**" means the level of the Index as of the Valuation Time on the Strike Date.
- "**Interest Payment Date**" means each date specified as such in the Final Terms.
- "**Max**" followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max (x,y)' means whichever is the greater of component x and component y.
- "**Participation**" means the percentage specified as such in the Final Terms.
- "**Strike Date**" means the date specified as such in the Final Terms.
- "**Valuation Date**" means each date specified as such in the Final Terms, subject to adjustment in accordance with General Condition 7 (*Valuation and Consequences of Disrupted Days*).
- "**Valuation Time**" means the scheduled closing time on the Exchange.

5.2.3 **Cliquet 1**

(a) **Application**

This General Condition 5.2.3 applies where the Final Terms specifies that the Type of Performance Rate is 'Cliquet 1'.

(b) **Determination of Performance Rate**

The "**Performance Rate(i)**" in respect of Interest Payment Date(i) (each of which shall be a "**Performance Rate**") will be determined by the Determination Agent in accordance with the following formula:

$$\text{Performance Rate}(i) = \text{Participation}(i) \times \text{Max} \left(0\%, \left\{ \frac{1}{n} \times \sum_{t=1}^n \left| \frac{\text{Index Level}(t, i)}{\text{Index Level}(t-1, i)} - 1 \right| \right\} - \text{Barrier}(i) \right)$$

(c) **Relevant defined terms**

The following terms as used above shall have the following meanings:

- "**Barrier(i)**" means, in respect of Interest Payment Date(i), the percentage specified in the Final Terms as the Barrier applying to such Interest Payment Date(i).
- "**Exchange**" means the exchange specified as such in the Final Terms.
- "**i**" means a number from 1 to the total number of Interest Payment Dates of the Securities, with each 'i' in ascending order representing a later Interest Payment Date. For example, if a Security has three Interest Payment Dates, then 'i=1' refers to the first Interest Payment Date to occur (referred to as Interest Payment Date(1)), 'i=2' refers to the second Interest Payment Date to occur (Interest Payment Date (2)) and 'i=3' refers to the last Interest Payment Date to occur (Interest Payment Date(3)).
- "**Index**" means the equity index specified in the Final Terms.
- "**Index Level(t,i)**" means, in respect of Valuation Date(t) and Interest Payment Date(i), the level of the Index as of the Valuation Time on such Valuation Date(t) corresponding to the Interest Payment Date(i).
- "**Index Level(t-1,i)**" means, in respect of a Valuation Date(t) and Interest Payment Date(i), the level of the Index as of the Valuation Time on the immediately preceding Valuation Date. In respect of the first Valuation Date to fall in respect of the first Interest Payment Date, Index Level(t-1,i) means the Initial Index Level.
- "**Initial Index Level**" means the level of the Index as of the Valuation Time on the Strike Date.
- "**Interest Payment Date**" means each date specified as such in the Final Terms.
- "**Max**" followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max (x,y)' means whichever is the greater of component x and component y.
- "**n**" means, in respect of an Interest Payment Date, the total number of Valuation Dates in respect of such Interest Payment Date (as shall be specified in the Final Terms).
- "**Participation(i)**" means, in respect of Interest Payment Date(i), the percentage specified as the Participation in the Final Terms to apply for such Interest Payment Date(i).
- " $\sum_{t=1}^n f(t)$ " is the mathematical symbol for 'summation' in respect of a given function of t (f(t)). It can be expressed as: $\sum_{t=1}^n f(t) = f(1) + f(2) + \dots + f(n)$. For example, if 'n' is 3 (i.e. there are three Valuation Dates in respect of an Interest Payment Date), and the result of applying the function to the three values of t is f(1)=0.5, f(2)=0.1 and f(3)=0.3, then $\sum_{t=1}^3 f(t) = 0.5 + 0.1 + 0.3 = 0.9$.
- "**t**" means, in respect of an Interest Payment Date, a number from 1 to n each representing a Valuation Date, with each 't' in ascending order representing a later Valuation Date in respect of such Interest Payment Date. For example, if an Interest Payment Date has three associated Valuation Dates, then 't=1' refers

to the first such Valuation Date to occur (referred to as Valuation Date(1)), 't=2' refers to the second Valuation Date to occur (Valuation Date(2)) and 't=n' (which is also 't=3') refers to the final Valuation Date to occur (Valuation Date(3)).

- "**Valuation Date**" means each date specified as such in the Final Terms, subject to adjustment in accordance with General Condition 7 (*Valuation and Consequences of Disrupted Days*).
- "**Valuation Time**" means the scheduled closing time on the Exchange.
- "**|**" means the absolute value of the number appearing within '**|**', which means that any negative value is expressed as a positive value. For example, |-3| means 3, and |3| also means 3.

5.2.4 Cliquet 2

(a) Application

This General Condition 5.2.4 applies where the Final Terms specifies that the Type of Performance Rate is 'Cliquet 2'.

(b) Determination of Performance Rate

The "**Performance Rate**" in respect of an Interest Payment Date will be determined by the Determination Agent in accordance with the following formula:

$$\text{Performance Rate}(i) = \text{Participation}(i) \times \text{Max}(0\%, \text{Minimum Value}(i) - \text{Barrier}(i))$$

(c) Relevant defined terms

The following terms shall have the following meanings:

- "**Barrier(i)**" means, in respect of Interest Payment Date(i), the percentage specified in the Final Terms as the Barrier applying to such Interest Payment Date(i).
- "**Exchange**" means the exchange specified as such in the Final Terms.
- "**i**" means a number from 1 to the total number of Interest Payment Dates of the Securities, with each 'i' in ascending order representing a later Interest Payment Date. For example, if a Security has three Interest Payment Dates, then 'i=1' refers to the first Interest Payment Date to occur (referred to as Interest Payment Date(1)), 'i=2' refers to the second Interest Payment Date to occur (Interest Payment Date (2)) and 'i=3' refers to the third Interest Payment Date to occur (Interest Payment Date(3)).
- "**Index**" means the equity index specified in the Final Terms.
- "**Index Level**" means, in respect of a Valuation Date, the level of the Index as of the Valuation Time on such Valuation Date.
- "**Index Level(t,i)**" means, in respect of an Interest Payment Date(i) and a Valuation Date(t) corresponding to such Interest Payment Date(i), the Index Level in respect of such Valuation Date(t).
- "**Index Level(t-1,i)**" means, in respect of an Interest Payment Date(i) and a Valuation Date(t) corresponding to such Interest Payment Date(i), the Index Level in respect of the Valuation Date immediately preceding such Valuation Date(t). In respect of the first Valuation Date corresponding to the first Interest Payment Date, Index Level(t-1,i) means the Initial Index Level.

- "**Index Performance(t,i)**" means, in respect of Interest Payment Date(i) and a Valuation Date(t), the absolute value (i.e. positive and negative are both expressed as positive) of (A) the quotient of (I) the Index Level(t,i) in respect of such Valuation Date(t) and Interest Payment Date(i) divided by (II) the Index Level(t-1,i) in respect of such Valuation Date(t) and Interest Payment Date(i), (B) minus one. Expressed as a formula:

$$\left| \frac{\text{Index Level}_{(t,i)}}{\text{Index Level}_{(t-1,i)}} - 1 \right|$$

- "**Initial Index Level**" means the level of the Index as of the Valuation Time on the Strike Date.
- "**Interest Payment Date**" means each date specified as such in the Final Terms.
- "**Max**" followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max (x,y)' means whichever is the greater of component x and component y.
- "**Minimum Value(i)**" means, in respect of Interest Payment Date(i), the lowest (or joint lowest) Index Performance(t,i) of the Index Performances(t,i) for all Valuation Dates(t) corresponding to such Interest Payment Date(i), as determined by the Determination Agent.
- "**Participation(i)**" means, in respect of Interest Payment Date(i), the percentage specified as the Participation in the Final Terms to apply for such Interest Payment Date(i).
- "**t**" means, in respect of an Interest Payment Date, a number from 1 to n each representing a Valuation Date, with each 't' in ascending order representing a later Valuation Date in respect of such Interest Payment Date. For example, if an Interest Payment Date has three associated Valuation Dates, then 't=1' refers to the first Valuation Date to occur (referred to as Valuation Date(1)), 't=2' refers to the second Valuation Date to occur (Valuation Date(2)) and 't=3' refers to the third Valuation Date to occur (Valuation Date(3)).
- "**Valuation Date**" means each date specified as such in the Final Terms, subject to adjustment in accordance with General Condition 7 (*Valuation and Consequences of Disrupted Days*). Each Valuation Date shall be deemed to correspond to the Interest Payment Date appearing in the same row as such Valuation Date in the table in the Final Terms.
- "**Valuation Time**" means the scheduled closing time on the Exchange.
- "**| |**" means the absolute value which means any negative value is expressed as a positive value. For example, |0.5-1| means 0.5, and |1.5-1| means 0.5.

6. **Redemption of Securities**

(a) **Cash Settlement Only**

Securities shall be settled in cash only.

(b) **Final Redemption**

Unless previously purchased and surrendered for cancellation, each Security will be redeemed by the Issuer by payment on the Scheduled Redemption Date of an amount (the "**Settlement Amount**") equal to the Calculation Amount of the Security. "**Calculation Amount**" means a nominal amount of the Securities equal to the Specified Denomination (unless a different

amount (being the highest common factor of the Specified Denominations) is specified in the Final Terms, in which case, such amount).

(c) **Delayed Payment**

If any Settlement Amount, upon due presentation of the Security, is improperly withheld or refused, interest calculated on a daily basis at the Applicable Rate (divided by 365 to convert from an annual rate to a daily rate) on the Settlement Amount will accrue from the due date for redemption until the day that the payment is actually made.

For such purpose, "**Applicable Rate**" means:

- (i) where 'Applicable Rate – Fixed' is specified to apply in the Final Terms, the Fixed Rate or, if different, such other rate as specified in the Final Terms; or
- (ii) where 'Applicable Rate – Floating' is specified to apply in the Final Terms, the offered quotation for the Benchmark floating interest rate specified in the Final Terms for an amount equal to the Settlement Amount of the Currency for an overnight period which appears on the Relevant Screen Page at the Relevant Screen Time on such day, as determined by the Determination Agent (expressed as a percentage per annum), or, if on any day the Relevant Screen Page is not available at the Relevant Screen Time, such other rate as determined by the Determination Agent in its discretion.

D. INDEX LINKED CONDITIONS

7. Valuation and Consequences of Disrupted Days

If, in the opinion of the Determination Agent, any Valuation Date is a Disrupted Day (as defined in General Condition 23.1 (*Definitions*)), then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the original date that, but for the Disrupted Day, would have been the Valuation Date (the "**Scheduled Valuation Date**") is a Disrupted Day, in which case that eighth Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that it is a Disrupted Day, and the Determination Agent shall determine the level of the Index as at the Valuation Time on the eighth Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Traded Price (as defined in General Condition 23.1 (*Definitions*)) as at the Valuation Time on that eighth Scheduled Trading Day of each Component in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant Component on that eighth Scheduled Trading Day, the Determination Agent determination of the Traded Price for the relevant Component as at the Valuation Time on that eighth Scheduled Trading Day).

If the determination of an Index Level used to calculate any amount payable on any Interest Payment Date is delayed or postponed pursuant to this General Condition 7, payment will occur on the later of either (i) the scheduled payment date, or (ii) the second Business Day following the relevant Valuation Date (after postponement). No additional amounts shall be payable or deliverable by the Issuer because of such postponement. In the case of an Interest Payment Date scheduled to fall on the Scheduled Redemption Date, if such Interest Payment Date is delayed or postponed pursuant to this General Condition 7, the Scheduled Redemption Date will be delayed or postponed to the date on which the interest payment will occur pursuant to this General Condition 7 such that the relevant Interest Amount and Settlement Amount will be made on the same day.

If the date on which any amount is specified as being (or otherwise determined to be) payable in respect of any Security is not a Business Day then payment will be paid in accordance with the Business Day Convention.

8. **Index Modification, Cancellation, Disruption or Adjustment Event**

(a) **Index Adjustment Event**

If,

- (i) on or prior to any date on which the level of an Index is to be calculated, including, without limitation, any Valuation Date (a "**Determination Date**"), in respect of Securities, the relevant Index Sponsor announces that it will make a material change in the formula for or the method of calculating that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in the index constituents and capitalisation and other routine events) (an "**Index Modification**") or permanently cancels the Index and no Successor Index exists (an "**Index Cancellation**"); or
- (ii) if, on any Determination Date in respect of Securities, the Index Sponsor fails to calculate and announce a relevant Index (an "**Index Disruption**" and, together with an Index Modification and an Index Cancellation, an "**Index Adjustment Event**"),

then the Determination Agent shall on each relevant Determination Date determine if such Index Adjustment Event has a material effect on the relevant Securities and, if so, shall calculate the level of that Index by using, in lieu of a published level for the relevant Index, the level for that Index as at that Determination Date in accordance with the formula for and method of calculating that Index last in effect prior to that Index Adjustment Event, but using only those Components that constituted the relevant Index immediately prior to that Index Adjustment Event (other than those Components that have since ceased to be listed on any relevant Exchange).

In the event that the Determination Agent determines that it can no longer continue to calculate such Index, the Determination Agent may deem such Index Adjustment Event to constitute an Additional Disruption Event for the purposes of these provisions and shall take any necessary action in accordance with General Condition 9 (*Consequences of Additional Disruption Event*).

(b) **Successor Index Sponsor or Substitution of Index with substantially similar calculation**

If an Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the "**Successor Index Sponsor**") acceptable to the Determination Agent or (ii) replaced by a successor index (the "**Successor Index**") using, in the determination of the Determination Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then (1) the index as calculated and announced by the Successor Index Sponsor or (2) the Successor Index will be deemed to be the Index.

(c) **Correction of an Index**

If the level of an Index published on any Determination Date and used or to be used by the Determination Agent for the purpose of any calculation is subsequently corrected and the correction is published by the Index Sponsor or a Successor Index Sponsor no later than two Exchange Business Days (as defined in General Condition 23.1 (*Definitions*)) prior to the next date upon which any payment linked to that Index shall be made by the Issuer, the Determination Agent shall recalculate the amount that is payable, using such corrected level of the relevant Index and, to the extent necessary, will adjust any relevant terms of the Securities to account for such correction. The Determination Agent shall notify the Holders of (i) that correction and (ii) the amount, if any, that is payable as a result of that correction and (iii) any adjustment being made.

9. **Consequences of Additional Disruption Event**

If an Additional Disruption Event occurs, the Issuer may:

- (a) request that the Determination Agent determines whether an appropriate adjustment can be made to the Conditions and any other provisions relating to the Securities to account for the economic effect of such event on the Securities and to preserve substantially the economic effect to the Holders of a holding of the relevant Security. If the Determination Agent determines that such adjustment(s) can be made, the Issuer shall determine the effective date of such adjustment(s) and take the necessary steps to effect such adjustment(s). The Issuer shall notify Holders of any such adjustment(s) as soon as reasonably practicable after the nature and effective date of the adjustments are determined. If the Determination Agent determines that no adjustment that could be made would produce a commercially reasonable result and preserve substantially the economic effect to the Holders of a holding of the relevant Security, it shall notify the Issuer of such determination and no adjustment(s) shall be made; or
- (b) terminate the Hedge Positions in relation to the Securities. If the value of Hedge Positions is positive upon termination and the Issuer receives any proceeds from the termination after taking account of, and deducting therefrom, any costs and expenses arising from the termination, it will return the proceeds to Holders in the Currency. Upon such termination, the Performance Rate in respect of the Securities will be deemed to be zero until the Securities are redeemed at maturity. The Issuer shall notify Holders of such termination and, if any, the return of proceeds. For the avoidance of doubt the Fixed Rate will be unaffected by the operation of this sub-clause (b).

E. GENERAL PROVISIONS

10. Events of Default

If any of the following events occurs and is continuing (each an "**Event of Default**") and unless the Event of Default shall have been cured by the Issuer or waived by the Holders prior to receipt by the Issuer and the Issue and Paying Agent or other relevant Agent the Holder may give notice to the Issuer and the Issue and Paying Agent or other relevant Agent that such Security is, and in all cases such Security shall immediately become, due and payable at the Settlement Amount:

- (i) any interest has not been paid within 14 calendar days of the due date for payment. The Issuer shall not, however, be in default if such sums ("**Withheld Amounts**") were not paid in order to comply with a mandatory law, regulation or order of any court of competent jurisdiction;
- (ii) the Issuer breaches any other provision of such Securities and that breach has not been remedied within 30 calendar days of the Issuer having received notice thereof from Holders holding at least one tenth in outstanding nominal amount of the relevant Series demanding remedy; or
- (iii) an order is made or an effective resolution is passed for the winding-up of the Issuer (otherwise than in connection with a scheme of reconstruction, merger or amalgamation).

11. Agents

11.1 Appointment of Agents

The Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Holder. The Issuer reserves the right to vary or terminate the appointment of the Agents and to appoint additional or other Agents, provided that the Issuer shall at all times maintain:

- (a) an Issue and Paying Agent;
- (b) a Registrar and a Transfer Agent in relation to Registered Securities;
- (c) one or more Determination Agent(s) where these General Conditions so require;

- (d) Paying Agents having specified offices in at least two major European cities;
- (e) such other agents as may be required by any stock exchange on which the Securities may be listed; and
- (f) to the extent not already satisfied pursuant to (d) or (e) above, in relation to Definitive Bearer Securities, a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any termination of appointment and of any changes to the specified office of any Agent will be given to Holders.

11.2 **Determinations by the Determination Agent**

The Determination Agent (which will be Barclays Bank PLC, unless otherwise specified in the Final Terms), may be required to make certain determinations, considerations, decisions and calculations pursuant to the Conditions. In all circumstances the Determination Agent shall make such determinations and calculations in good faith and in a commercially reasonable manner, and (save in the case of manifest or proven error) shall be final and binding on the Issuer, the Agents and the Holders.

11.3 **Responsibility of the Issuer and the Agents**

Neither the Issuer nor any Agent shall be held responsible for any loss or damage, resulting from any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), an act of war, strike, blockade, boycott or lockout or any other similar event or circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts shall also apply if any of such parties itself take such measures or becomes the subject of such measures. Where the Issuer or any of the Agents is prevented from effecting payment or delivery due to such event, payment or delivery may be postponed until the time the event or circumstance impeding payment has ceased, and shall have no obligation to pay or delivery any additional amounts in respect of such postponement.

12. **Taxation**

The Issuer is not liable for, or otherwise obliged to pay amounts in respect of, any Taxes borne by a Holder. A Holder must pay all Taxes arising from or payable in connection with all payments relating to the Securities and all payments in respect of the Securities shall be made free and clear of, and without withholding or deduction for, any present or future Taxes of whatever nature imposed, levied, collected, withheld or assessed by or within the Bank Jurisdiction (or any authority or political subdivision thereof or therein having power to tax). The Issuer shall have the right to withhold or deduct from any amount payable to the Holder, such amount as is necessary (a) for the payment of any such taxes, duties, charges, withholdings or other payments or (b) for effecting reimbursement to the Issuer for any payment by it of any tax, duty, charge, withholding or other payment referred to in the Conditions.

13. **Prescription**

Claims for payment of principal shall become void unless made within ten years and claims for interest shall become void unless made within five years of the appropriate Relevant Date.

14. **Replacement of Securities**

Should any Security or Coupon in respect of any Series be lost, stolen, mutilated, defaced or destroyed, it may, subject to all applicable laws, regulations and the London Stock Exchange or any other relevant authority requirements, be replaced at the specified office of the Issue and Paying Agent, in the case of Bearer Securities, or the Registrar, in the case of Registered Securities, or of such other Paying Agent or Transfer Agent, if the Issuer designates such and

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gives notice of the designation to Holders. The replacement of any Security or Coupon shall be subject to payment by the claimant of the fees, expenses and Taxes incurred in connection therewith and on such terms as to evidence, security and indemnity and otherwise as the Issuer may require.

15. Notices

15.1 To Holders

All notices to Holders will be deemed to have been duly given and valid:

- (a) in the case of Bearer Securities, if published in a daily newspaper of general circulation in England (which is expected to be the Financial Times) and will be deemed to have been given on the date of first publication; and/or
- (b) in the case of listed Securities, if given in accordance with the rules and regulations of the London Stock Exchange or other relevant authority and will be deemed to have been given on the first date of transmission or publication; and/or
- (c) if publication pursuant to paragraph (a) or (b) above is not practicable, if published in another leading English language daily newspaper with circulation in Europe on the date of first publication; and/or
- (d) in the case of Registered Securities, if mailed to the relevant Holders of such Registered Securities at their respective designated addresses appearing in the Register and will be deemed delivered on the third weekday (being a day other than a Saturday or a Sunday) after the date of mailing; and/or
- (e) in the case of Cleared Securities, if given to the Relevant Clearing System provided that any publication or other requirements required pursuant to paragraph (b) above shall also be complied with if applicable. In such cases, notices will be deemed given on the first date of transmission to the applicable Relevant Clearing System.

15.2 To the Issuer and the Agents

In respect of any Securities, all notices to the Issuer and/or the Agents must be sent to the address specified for each such entity in the Agency Agreement or to such other person or place as shall be specified by the Issuer and/or the Agent by notice given to Holders. Any notice determined not to be valid, effective, complete and in proper form shall be null and void unless the Issuer and the Relevant Clearing System agree otherwise. This provision shall not prejudice any right of the person delivering the notice to deliver a new or corrected notice. The Issuer, Paying Agent, Registrar or Transfer Agent shall use all reasonable endeavours promptly to notify any Holder submitting a notice if it is determined that such notice is not valid, effective, complete or in the proper form.

16. Substitution

The Issuer shall be entitled at any time, without the consent of the Holders, to substitute any other entity, the identity of which shall be determined by the Issuer, to act as issuer in respect of Securities then outstanding under the Programme (the "**New Bank Issuer**"), provided that (a) the New Bank Issuer's long-term unsecured, unsubordinated and unguaranteed debt obligations are rated at least the same as Barclays Bank PLC's long-term rating at the date on which the substitution is to take effect or the New Bank Issuer has an equivalent long-term rating from another internationally recognised rating agency and (b) no Event of Default as set out in General Condition 10 (*Events of Default*) shall occur as a result thereof. Any such substitution shall take effect upon giving notice to the Holders of each Series then outstanding, the UK Listing Authority and any other Relevant Stock Exchange and the relevant Agents.

In the event of any such substitution, any reference in the Conditions to the Issuer shall be construed as a reference to the New Bank Issuer. In connection with such right of substitution, the Issuer shall not be obliged to have regard to the consequences of the exercise of such right for individual Holders resulting from their being for any purpose domiciled or resident in, or

otherwise connected with or subject to the jurisdiction of, any particular territory, and no Holder shall be entitled to claim from the Issuer or the New Bank Issuer any indemnification or payment in respect of any tax consequence of any such substitution upon such Holder.

17. Modifications and Meetings of Holders

17.1 Modifications without consent of Holders

The Conditions of Securities and/or the Agency Agreement and/or the Deed of Covenant may be amended by the Issuer in each case without the consent of the Holders if, in the reasonable opinion of the Issuer, the amendment (i) is of a formal, minor or technical nature, (ii) is made to correct a manifest or proven error or omission, (iii) is made to comply with mandatory provisions of the law of the Bank Jurisdiction, (iv) is made to cure, correct or supplement any defective provision contained herein and/or (v) will not materially and adversely affect the interests of the Holders. Any such modification shall be binding on the Holders and any such modification shall take effect by notice to the Holders.

17.2 Modifications requiring the consent of the Holders

(a) Consent by written resolution

In addition to the powers described in paragraph (b) and paragraph (c) below, in order to modify and amend the Agency Agreement and the Securities (including the General Conditions), a resolution in writing signed by or on behalf of the Holders of not less than 90 per cent in aggregate nominal amount of Securities at the time outstanding shall be as effective as an Extraordinary Resolution duly passed at a meeting of Holders of Securities of the relevant Series. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders. Any such resolution shall be binding on all Holders of Securities of that Series, whether signing the resolution or not.

Majority Consent

Subject as provided in paragraph (c) below, the Agency Agreement contains provisions for convening meetings of the Holders to consider any matter affecting their interests, including the amendment of the Agency Agreement or of any of the Conditions relating to Series. Such a meeting may be convened by the Issuer or Holders holding not less than 10 per cent in aggregate nominal amount of the Securities at the time outstanding. At least 21 calendar days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is to be held) specifying the date, time and place of the meeting shall be given to Holders. Except for the purposes of passing an Extraordinary Resolution, two or more persons holding or representing a clear majority in nominal amount or number of the Securities held or represented shall be a quorum. Any resolution other than an Extraordinary Resolution duly passed at any such meeting shall be binding on all Holders of Securities of that Series, whether present or not.

(b) Consent by Extraordinary Resolution

An Extraordinary Resolution will need to be passed in respect of any of the following modifications:

- (i) to amend the dates of maturity or redemption of the principal or interest due on any Securities, or extend the date for payment of interest or Interest Amounts on the Securities;
- (ii) to reduce or cancel the nominal amount of or any premium payable on redemption the Securities;
- (iii) to reduce the rate or rates of interest in respect of the Securities or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Securities;

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- (iv) to reduce any minimum and/or maximum rate of interest, or maximum and/or minimum tradable amount;
- (v) to vary any method of, or basis for, calculating any Settlement Amount (other than as provided for in the Conditions);
- (vi) to vary the currency or currencies of payment or denomination of the Securities; or
- (vii) to modify the provisions concerning the quorum required at any meeting of Holders or the majority required to pass the Extraordinary Resolution.

The quorum required to pass an Extraordinary Resolution shall be two or more persons holding or representing not less than 75 per cent or at any adjourned meeting not less than 25 per cent in nominal amount of the Securities for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on all the Holders, regardless of whether they are present at the meeting.

The Holder of a Permanent Global Security shall (unless such Permanent Global Security represents only one Security) be treated as being two persons for the purposes of any quorum requirements of a meeting of Holders and, at any such meeting, the Holder of a Permanent Global Security shall be treated as having one vote in respect of each integral currency unit of the Currency of the Security.

18. **Further Issues**

The Issuer shall be at liberty from time to time, without the consent of the Holders to create and issue further Securities so as to form a single Series with the Securities of any particular Series.

19. **Purchases and Cancellations**

The Issuer and any of its subsidiaries may at any time purchase Securities (provided that all unmatured Coupons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

All Securities so purchased may be held, surrendered for cancellation, or reissued or resold, and Securities so reissued or resold shall for all purposes be deemed to form part of the original Series.

20. **Governing Law and Jurisdiction**

20.1 **Governing Law**

The Securities and the Agency Agreement and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with English law.

20.2 **Jurisdiction**

The Courts of England are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Securities, Coupons and/or the Agency Agreement and accordingly any legal action or proceedings arising out of or in connection with them.

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

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

22. **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 be affected in any way.

23. **Definitions and Interpretation**

23.1 **Definitions**

In these General Conditions, unless the context otherwise requires, the following terms shall have the respective meanings set out below:

"**Account Bank**" means, in relation to a payment denominated in a particular currency, a bank in the principal financial centre for such currency as determined by the Determination Agent or, where the relevant payment is denominated in euro, in a city in which banks have access to the TARGET System.

"**Accountholder**" has the meaning given to it in General Condition 1.3 (*Title*).

"**Additional Business Centre**" means each centre specified as such in the Final Terms.

"**Additional Disruption Event**" means, with respect to Securities, an Index Adjustment Event that is deemed to be an Additional Disruption Event by the Determination Agent in accordance with General Condition 8 (*Index Modification, Cancellation, Disruption or Adjustment 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 a majority of the voting power of an entity.

"**Agency Agreement**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Agents**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Aggregate Nominal Amount**" means, on the Issue Date, the aggregate nominal amount of the Securities of such Series specified in the Final Terms and on any date thereafter such amount as reduced by any amortisation or partial redemption on or prior to such date.

"**Applicable Rate**" has the meaning given to it in General Condition 6 (*Redemption of Securities*).

"**Bank Jurisdiction**" means, at any time, the jurisdiction of incorporation of the Issuer or any New Bank Issuer substituted therefor in accordance with General Condition 16 (*Substitution*).

"**Barrier**" has the meaning given to it in the relevant sub-section of General Condition 5.2 (*Performance Rate*).

"**Barrier(i)**" has the meaning given to it in the relevant sub-section of General Condition 5.2 (*Performance Rate*).

"**Bearer Securities**" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"**Benchmark**" is as specified in the Final Terms.

"**Business Day**" means a day which is each of:

- (a) a day other than a Saturday or Sunday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre specified in the Final Terms;
- (b) in respect of Cleared Securities, a Clearing System Business Day for the Relevant Clearing System;

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- (c) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant currency (if other than London and any Additional Business Centre); and
- (d) in relation to any sum payable in euro, a TARGET Business Day.

"**Business Day Convention**" has the meaning given to it in General Condition 3.4 (*Business Day Convention*).

"**C Rules**" means the requirements under US Treasury Regulation section 1.163-5(c)(2)(i)(C).

"**Calculation Amount**" has the meaning given to it in General Condition 5.1 (*Interest Amount*).

"**CGN Form**" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"**Cleared Securities**" means any Securities that are Global Securities held by a Common Depository, Common Safekeeper or custodian for, or registered in the name of a nominee of, a Relevant Clearing System.

"**Clearing System Business Day**" means, in respect of a Relevant Clearing System, any day on which such Relevant Clearing System is open for the acceptance and execution of settlement instructions.

"**Clearstream**" means Clearstream Banking, *société anonyme*, 42 avenue JF Kennedy, L-1855 Luxembourg or any successor thereto.

"**Clearstream Rules**" means the Management Regulations of Clearstream and the Instructions to Participants of Clearstream, as may be from time to time amended, supplemented or modified.

"**Cliquet 1**" has the meaning given to it in the relevant sub-section of General Condition 5.2 (*Performance Rate*).

"**Cliquet 2**" has the meaning given to it in the relevant sub-section of General Condition 5.2 (*Performance Rate*).

"**Common Depository**" means, in relation to a particular Series, whether listed on the London Stock Exchange or elsewhere, such common depository outside the United Kingdom and the United States (and the possessions of the United States) as shall be specified in the Final Terms with respect to such Series.

"**Common Safekeeper**" has the meaning given to it in General Condition 1.1(b) (*Initial Issue of Global Securities*).

"**Component**" means, in relation to an Index, any security which comprises such Index.

"**Conditions**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Coupon**" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"**Currency**" means, the currency specified in the Final Terms.

"**D Rules**" means the requirements under US Treasury Regulation section 1.163-5(c)(2)(i)(D).

"**Deed of Covenant**" has the meaning given to it by Section A: INTRODUCTION.

"**Definitive Bearer Security**" and "**Definitive Bearer Securities**" have the meanings given to them in General Condition 1.1 (*Form of Securities*).

"Definitive Registered Security" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"Definitive Securities" or **"Definitive Securities"** has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"Determination Agent" has the meaning given to it in Section A: INTRODUCTION to the General Conditions.

"Disrupted Day" means:

- (a) except with respect to a Multi-exchange Index, any Scheduled Trading Day on which a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred; and
- (b) with respect to any Multi-exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index, (ii) the Related Exchange fails to open for trading during its regular trading session, or (iii) a Market Disruption Event has occurred.

"Digital Bench Level" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"Digital Level Higher" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"Digital Level Lower" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"Distribution Compliance Period" means the period that ends 40 calendar days after the completion of the distribution of Securities, as certified by the relevant Manager (in the case of a non-syndicated issue) or the relevant lead Manager (in the case of a syndicated issue).

"Early Closure" means:

- (a) except with respect to a Multi-exchange Index, the closure on any Exchange Business Day of any relevant Exchange(s) relating to Components 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 any Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; and
- (b) with respect to any Multi-exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component or the Related Exchange prior to its Scheduled Closing Time, unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

"EUR", "euro" and "€" each means the lawful single currency of the member states of the European Union that have adopted or adopt and continue to retain a common single currency through monetary union in accordance with European Union treaty law (as amended from time to time).

"EURIBOR" means the Euro Interbank Offered Rate.

"Euroclear" means Euroclear Bank S.A./N.V. or any successor thereto.

"Euroclear Rules" means the terms and conditions governing the use of Euroclear and the operating procedures of Euroclear, as may be amended, supplemented or modified from time to time.

"Eurozone" means the region comprising of member states of the European Union that have adopted the euro as the single currency in accordance with the Treaty establishing the European Community as amended by the Treaty on European Union.

"Event of Default" means each of the events set out in General Condition 10 (*Events of Default*).

"Exchange" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"Exchange Business Day" means:

- (a) except with respect to a Multi-exchange Index, any Scheduled Trading Day on which each Exchange is open for trading during its regular trading sessions, notwithstanding any such Exchange closing prior to its Scheduled Closing Time; and
- (b) with respect to a Multi-exchange Index, any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding any Exchange or the Related Exchange closing prior to its Scheduled Closing Time.

"Exchange Date" means, in relation to a Temporary Global Security, the calendar day falling after the expiry of 40 calendar days after its issue date and, in relation to a Permanent Global Security, a calendar day falling not less than 60 calendar days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issue and Paying Agent is located and (if applicable) in the city in which the Relevant Clearing System is located.

"Exchange Disruption" means:

- (a) except with respect to a Multi-exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Determination Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Components on any relevant Exchange(s) relating to Components that comprise 20 per cent or more of the level of the relevant Index or (ii) to effect transactions in, or obtain market values for, futures and options contracts relating to the Components of the relevant Index on any relevant Related Exchange; and
- (b) with respect to any Multi-exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Determination Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component on the Exchange in respect of such Component; or (ii) futures or options contracts relating to the Index on the Related Exchange.

"Exchange Event" means in respect of (i) Cleared Securities, that the Issuer has been notified that any Relevant Clearing System has permanently ceased doing business and no successor clearing system is available, and (ii) Global Securities that are not Cleared Securities, that the Issuer has failed to make any payment of principal when due.

"Extraordinary Resolution" means a resolution passed in accordance with the Agency Agreement relating to the relevant Securities.

"Final Terms" means, with respect to Securities, the final terms specified as such for such Securities.

"Fixed Rate" has the meaning given to it in General Condition 5.1 (*Interest Amount*).

"FSMA" means the Financial Services and Markets Act 2000, as amended from time to time.

"**General Conditions**" means this Section E of the Base Prospectus.

"**GBP**", "**sterling**" and "**£**" each means pounds sterling the lawful currency of the United Kingdom.

"**Global Bearer Security**" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"**Global Registered Security**" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"**Global Security**" or "**Global Securities**" shall be taken to include Global Bearer Securities and Global Registered Securities.

"**Hedge Positions**" means any purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, futures, derivatives or foreign exchange, (b) stock loan transactions or (c) other instruments or arrangements (howsoever described) by the Issuer or any of its Affiliates in order to hedge individually, or on a portfolio basis, the Issuer's obligations in respect of the Securities.

"**Holder**" has the meaning given to it in General Condition 1.3 (*Title*).

"**(i)**" has the meaning given to it in the relevant sub-section of General Condition 5.2 (*Performance Rate*).

"**Index**" means the equity index specified as such in the Final Terms.

"**Index Adjustment Event**" has the meaning given to it in General Condition 8 (*Index Modification, Cancellation, Disruption or Adjustment Event*).

"**Index Cancellation**" has the meaning given to it in General Condition 8 (*Index Modification, Cancellation, Disruption or Adjustment Event*).

"**Index Disruption**" has the meaning given to it in General Condition 8 (*Index Modification, Cancellation, Disruption or Adjustment Event*).

"**Index Level**" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"**Index Level(t,i)**" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"**Index Level(t-1,i)**" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"**Index Modification**" has the meaning given to it in General Condition 8 (*Index Modification, Cancellation, Disruption or Adjustment Event*).

"**Index Performance(t,i)**" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"**Index Sponsor**" means the corporation or entity that is responsible for setting and reviewing the rules and procedures, and the method of calculation and adjustments, if any, related to such index. In respect of an Index as Underlying Asset, the Index Sponsor is the corporation or entity specified as such in the Final Terms and shall include any of its successors.

"**Initial Index Level**" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"**Interest Amount**" means, in respect of an Interest Calculation Period, the amount of interest payable in respect of a Security (representing a nominal amount of the Securities equal to the Calculation Amount) for that Interest Calculation Period.

"**Interest Payment Date**" means each date specified as such in the Final Terms.

"**Interest Rate**" has the meaning given to it in General Condition 5.1 (*Interest Amount*).

"Issue and Paying Agent" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"Issue Date" means the issue date specified in the Final Terms.

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

"Issuer" means Barclays Bank PLC.

"LIBOR" means the London Interbank Offered Rate.

"London Stock Exchange" means London Stock Exchange plc.

"Manager(s)" means the Issuer or such other entity as specified in the Final Terms.

"Market Disruption Event" means:

- (a) except with respect to a Multi-exchange Index, the occurrence or existence of:
 - (i) a Trading Disruption, which the Determination Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time;
 - (ii) an Exchange Disruption, which the Determination Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time;
 - (iii) an Early Closure; or
 - (iv) any event, which the Determination Agent determines is material, which disrupts or impairs the ability of the Issuer or of any market participants to effect transactions in, or obtain market values for, futures, options or derivatives contracts relating to the Underlying Asset;
- (b) with respect to a Multi-exchange Index, the occurrence or existence, in respect of any Component, of:
 - (i) a Trading Disruption in respect of such Component, which the Determination 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 is principally traded;
 - (ii) an Exchange Disruption in respect of such Component, which the Determination 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 is principally traded; or
 - (iii) an Early Closure in respect of such Component;
- (c) In all cases, the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (i) a Trading Disruption; (ii) an Exchange Disruption, which, in either case, the Determination Agent determines is material, at any time during the one-hour period that ends at the Valuation Time in respect of the Related Exchange; or (iii) an Early Closure, in each case in respect of such futures or options contracts.

In addition, for the purposes of determining whether a Market Disruption Event exists in respect of an Index which is not a Multi-exchange Index at any time, if a Market Disruption Event occurs in respect of a Component at any time, then the relevant percentage contribution of that Component to the level of such Index shall be based in a comparison of (x) the portion of the level of such Index attributable to that Component to (y) the overall level of such Index, in each case immediately before the Market Disruption Event occurred.

"Max" has the meaning given to it in the relevant sub-section of General Condition 5.2 (*Performance Rate*).

"Minimum Tradable Amount" means the amount, if any, specified in the Final Terms.

"Minimum Value(i)" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"Multi-exchange Index" means any Index specified as such in the Final Terms.

"n" has the meaning given to it in the relevant sub-section of General Condition 5.2 (*Performance Rate*).

"New Bank Issuer" has the meaning given to it in General Condition 16 (*Substitution*).

"NGN Form" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"Note" has the meaning given to it in Section A: INTRODUCTION to the General Conditions.

"NSS" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"Participation" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"Participation(i)" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"Paying Agents" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"Performance Rate" has the meaning given to it in the relevant sub-section of General Condition 5.2 (*Performance Rate*).

"Permanent Global Security" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"Programme" means the Global Structured Securities Programme as defined in, established by and contemplated in the Agency Agreement, as the same may be from time to time amended, supplemented or modified.

"Record Date" means, in relation to a payment under a Registered Security, the fifteenth calendar day (whether or not such fifteenth calendar day is a Business Day) before the relevant due date for such payment, except that, with respect to Cleared Securities that are represented by a Global Registered Security, it shall be the Clearing System Business Day immediately prior to the due date for payment or delivery.

"Register" means, with respect to any Registered Securities, the register of holders of such Securities maintained by the applicable Registrar.

"Registered Securities" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"Registrar" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"Related Exchange" means, subject to the proviso below, in respect of an Underlying Asset, each exchange or quotation system specified as such for such Underlying Asset in the Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures and options contracts relating to such Underlying Asset has temporarily relocated (provided that the Determination Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Underlying Asset on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that, where 'All Exchanges' is specified as the Related Exchange in the Final Terms, 'Related Exchange' shall mean each exchange or quotation system where trading has a material effect (as determined by the Determination Agent) on the overall market for futures or options contracts relating to such Underlying Asset.

"Relevant Clearing System" means, as appropriate, Euroclear, Clearstream and/or such other clearing system specified in the Final Terms, as the case may be, through which interests in Securities are to be held and/or through an account at which such Securities are to be cleared.

"Relevant Date" means, in respect of any Security or Coupon, the date on which payment in respect of it first becomes due (or would have first become due if all conditions to settlement had been satisfied) or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date five calendar days after that on which notice is duly given to the Holders that, upon further presentation of the Security or Coupon being made in accordance with the General Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

"Relevant Screen Page" means such screen page as specified in the Final Terms (or the relevant screen page of such other service or services as may be nominated as the information vendor for the purpose of displaying comparable rates in succession thereto) or such other equivalent information vending service as is so specified.

"Relevant Screen Time" means the time specified as such in the Final Terms.

"Relevant Rules" means the Rules of the Relevant Clearing System.

"Scheduled Closing Time" means, in respect of any 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 other trading outside regular trading session hours.

"Scheduled Redemption Date" means the scheduled date of redemption as specified in the Final Terms.

"Scheduled Trading Day" means:

- (a) except with respect to a Multi-exchange Index, any day on which each Exchange and each Related Exchange are scheduled to open for trading for their respective regular trading sessions, provided that a day shall be a Scheduled Trading Day if it is known at any time before that day each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions on that day. Conversely, a day shall not be a Scheduled Trading Day if it is known at any time before that day that the Exchange or Related Exchange is not scheduled to be open for trading for its regular trading session on that day; and
- (b) with respect to any Multi-exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of the Index and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session, provided that a day shall be a Scheduled Trading Day if it is known at any time before that day that the Related Exchange is scheduled to be open for trading for its regular trading session on that day. Conversely, a day shall not be a Scheduled Trading Day if it is known at any time before that day that the Related Exchange is not scheduled to be open for trading for its regular trading session on that day.

"Scheduled Valuation Date" has the meaning given to it in General Condition 7 (*Valuation and Consequences of Disrupted Days*).

"Securities Act" means the United States Securities Act of 1933, as amended.

"Security" or **"Securities"** means any Securities which may from time to time be issued pursuant to the Programme in accordance with the terms of this Base Prospectus. Unless the context otherwise requires, any reference to 'Security' shall be deemed to refer to a Note having a nominal amount equal to the relevant Specified Denomination.

"Series" means the Securities of each original issue together with the Securities of any further issues expressed to be consolidated to form a single Series with the Securities of an original issue.

"Settlement Amount" means in respect of a Security, the Calculation Amount per Security.

"Settlement Expenses" means, in respect of any Security or Securities, any costs, fees and expenses or other amounts (other than in relation to Taxes) payable by a Holder in respect of each nominal amount of the Securities equal to the Calculation Amount on or in respect of or in connection with the redemption or settlement of such Security or Securities as determined by the Determination Agent.

"Specified Denomination" has the meaning given to it in General Condition 1.2 (*Denomination and Number*).

"Strike Date" means the date specified as such in the Final Terms.

"Successor Index" has the meaning given to it in General Condition 8 (*Index Modification, Cancellation, Disruption or Adjustment Event*).

"Successor Index Sponsor" has the meaning given to it in General Condition 8 (*Index Modification, Cancellation, Disruption or Adjustment Event*).

"t" has the meaning given to it in General Condition 5.2 (*Performance Rate*).

"TARGET Business Day" means a day on which the TARGET System is operating.

"TARGET System" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (TARGET2) (or, if such system ceases to be operative, such other system (if any) determined by the Determination Agent to be a suitable replacement).

"Talon" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"Taxes" means any tax, duty, impost, levy, charge or contribution in the nature of taxation or any withholding or deduction for or on account thereof, including (but not limited to) any applicable stock exchange tax, turnover tax, stamp duty, stamp duty reserve tax and/or other taxes, duties, assessments or governmental charges of whatever nature chargeable or payable and includes any interest and penalties in respect thereof.

"TEFRA" means the US Tax Equity and Fiscal Responsibility Act of 1982.

"Temporary Global Security" has the meaning given to it in General Condition 1.1 (*Form of Securities*).

"Traded Price" means, in respect of a share and a day, the relevant Exchange-traded or quoted price for such share.

"Trading Disruption" means:

- (a) except with respect to a Multi-exchange Index, any suspension of, impairment of or limitation imposed on trading by the Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or Related Exchange or otherwise (i) on any relevant Exchange(s) relating to any Component 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 or on any relevant Related Exchange; and
- (b) with respect to any Multi-exchange Index, any suspension of, impairment of or limitation imposed on trading by the Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or Related Exchange or otherwise (i) relating to any Component on the Exchange in respect of such Component or (ii) in futures or options contracts relating to the Index (or any Component thereof) on the Related Exchange.

General Conditions

For the avoidance of doubt, the following events shall be deemed to be a suspension or limitation of trading for the purposes of a Trading Disruption, as determined by the Determination Agent: (i) a price change exceeding limits set by the relevant Exchange; (ii) an imbalance of orders; or (iii) a disparity in bid prices and ask prices.

"**Tranche**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Transfer Agent**" has the meaning given to it in Section A: INTRODUCTION of the General Conditions.

"**Underlying Asset**" means the Index specified as such in the Final Terms.

"**Unit**" has the meaning given to it in General Condition 3.1 (*Rounding*).

"**USD**", "**US\$**", "**\$**" and "**US Dollars**" each means United States dollars.

"**Valuation Date**" has the meaning given to it in the relevant sub-section of General Condition 5.2 (*Performance Rate*).

"**Valuation Time**" has the meaning given to it in the relevant sub-section of General Condition 5.2 (*Performance Rate*).

"**Withheld Amounts**" has the meaning given to it in General Condition 10 (*Events of Default*).

23.2 Interpretation

- (a) Capitalised terms used but not defined in these General Conditions will have the meanings given to them in the Final Terms, the absence of any such meaning indicating that such term is not applicable to the Securities of the relevant Series.
- (b) A reference to a 'person' in these General Conditions includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- (c) A reference in these General Conditions to a provision of law is a reference to that provision as amended or re-enacted.
- (d) References in these General Conditions to a company or entity shall be deemed to include a reference to any successor or replacement thereto.

PRO FORMA FINAL TERMS

The Final Terms for each Series will include such of the following information as is applicable with respect to such Securities.



BARCLAYS BANK PLC

(Incorporated with limited liability in England and Wales)

[Up to][●] Equity Index Linked Securities due [●] pursuant to the Global Structured Securities Programme [(to be consolidated and to form a single series with the [●] Securities due [●], and issued on [●] pursuant to the Global Structured Securities Programme (the "**Tranche [●] Securities**"))]
Issue Price: [●] per cent.

This document constitutes the final terms of the Securities (the "**Final Terms**") described herein for the purposes of Article 5.4 of the Prospectus Directive and is prepared in connection with the Global Structured Securities Programme established by Barclays Bank PLC (the "**Issuer**"). These Final Terms are supplemental to and should be read in conjunction with the GSSP Base Prospectus 3 dated 19 June 2013[, as supplemented on [●]], which constitutes a base prospectus (the "**Base Prospectus**") for the purpose of the Prospectus Directive. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. A summary of the individual issue of the Securities is annexed to these Final Terms.

The Base Prospectus is available for viewing at <http://www.barclays.com/InvestorRelations/DebtInvestors> and during normal business hours at the registered office of the Issuer and the specified office of the Issue and Paying Agent for the time being in London, and copies may be obtained from such office. Words and expressions defined in the Base Prospectus and not defined in this document shall bear the same meanings when used herein.

Barclays

Final Terms dated [●]

Part A – CONTRACTUAL TERMS

1. (a) Series number: [●]
 (b) Tranche number: [●]
 [The Securities shall be consolidated and form a single series with the Tranche [●] Securities but shall not be fungible with the Tranche [●] Securities until such time as the clearing systems recognise the Securities to be fungible with the Tranche [●] Securities.]
2. Currency: [●]
3. Securities:
 (a) Aggregate Nominal Amount as at the Issue Date:
 (i) Tranche: [Up to] [●]
 (ii) Series: [Up to] [●]
 (b) Specified Denomination: [●]
 [[●] and integral multiples of [●] in excess thereof [up to and including [●].]]
 (c) Minimum Tradable Amount: [●]
 [Not Applicable]
4. Issue Price: [●] per cent of the Aggregate Nominal Amount [plus accrued interest from [●]].
5. Issue Date: [●]
6. Scheduled Redemption Date: [●]

Provisions relating to interest (if any) payable

7. Calculation Amount: [●] [Not Applicable]
 [Interest shall be calculated by reference to the Calculation Amount as at [●]].
8. Fixed Rate: [[●]%%][See the table below:]

Interest	Payment	Fixed Rate (%):
[●]		[●]

Date:
9. Type of Performance Rate: [Digital][European][Cliquet 1][Cliquet 2]
 (a) Digital: [Not Applicable][Applicable]
 -Interest Payment Date(s): [●][See the table below:]

	[Interest Date:]	Payment	[Valuation Date:]
	[•]		[•]
-Digital Bench Level:	[Initial Index Level][•]		
-Digital Level Higher:	[•]%		
-Digital Level Lower:	[0%]/[•]%		
-Valuation Date(s):	[•][See the table in Interest Payment Date(s) above.]		
-Strike Date:	[•]		
(b) European:	[Not Applicable] [Applicable]		
-Interest Payment Date(s):	[•][See the table below:]		

	[Interest Date:]	Payment	[Valuation Date:]
	[•]		[•]
-Strike Date:	[•]		
-Barrier:	[•]%		
-Participation:	[•]%		
-Valuation Date(s):	[•][See the table in Interest Payment Date(s) above.]		
(c) Cliquet 1:	[Applicable][Not Applicable]		
-Interest Payment Date(s):	[•] [See the table below:]		

[Interest Payment Date:]	[Participation:]	[Barrier:]	[Valuation Date(s):]
[•]	[•]	[•]	[•]
			[•]
[•]	[•]	[•]	[•]
			[•]
-Strike Date:	[•]		
-Barrier:	[•][See the table in Interest Payment Date(s) above.]		
-Participation:	[•][See the table in Interest Payment Date(s) above.]		
-Valuation Date(s):	[•][See the table in Interest Payment Date(s) above.]		
(d) Cliquet 2:	[Applicable][Not Applicable]		
-Interest Payment Date(s):	[•] [See the table below:]		

Interest Payment Date:	Participation:	Barrier:	Valuation Date(s):
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Pro Forma Final Terms

- | | | | | |
|-----|---|--------------------------|--------------------------|---|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> |
| | -Strike Date: | | <input type="checkbox"/> | |
| | -Barrier: | | <input type="checkbox"/> | [See the table in Interest Payment Date(s) above.] |
| | -Participation: | | <input type="checkbox"/> | [See the table in Interest Payment Date(s) above.] |
| | -Valuation Date(s): | | <input type="checkbox"/> | [See the table in Interest Payment Date(s) above.] |
| 10. | Underlying Asset: | | | |
| | (a) Index: | | <input type="checkbox"/> | [The S&P 500 [®] Index] [The EURO STOXX 50 [®] Index] [The FTSE [™] 100 Index] |
| | (b) Exchange: | | <input type="checkbox"/> | [Each of the New York Stock Exchange and the NASDAQ Stock Market LLC] [Multi-exchange Index] [London Stock Exchange] |
| | (c) Related Exchange: | | <input type="checkbox"/> | [All Exchanges] |
| | (d) Bloomberg Screen: | | <input type="checkbox"/> | [SPX <Index>] [SX5E <Index>] [UKX <Index>] |
| | (e) Reuters Screen: | | <input type="checkbox"/> | [.SPX] [.STOXX50E] [.FTSE] |
| | (f) Index Sponsor: | | <input type="checkbox"/> | [S&P Dow Jones Indices LLC] [STOXX Limited] [FTSE International Limited] |
| 11. | Applicable Rate in relation to General Condition 6 (<i>Redemption of Securities</i>): | | | |
| | (a) Applicable Rate – Fixed: | | <input type="checkbox"/> | [Applicable: <input type="checkbox"/> %][Not Applicable] |
| | (b) Applicable Rate – Floating: | | <input type="checkbox"/> | [Applicable][Not Applicable] |
| | - Benchmark: | | <input type="checkbox"/> | [LIBOR] [EURIBOR] [Deposits with the Bank of Taiwan] |
| | - Relevant Screen Page: | | <input type="checkbox"/> | |
| | - Relevant Screen Time: | | <input type="checkbox"/> | |
| 12. | Form of Securities: | | | [Global Bearer Securities: [Temporary Global Security, exchangeable for a Permanent Global Security][Permanent Global Security][, exchangeable for a Definitive Bearer Security]] |
| | | | | [Global Registered Security, exchangeable for a Definitive Registered Security] [Definitive Registered Securities] |
| | | | | NGN Form: [Applicable] [Not Applicable] |

- Held under the NSS: [Applicable] [Not Applicable]
- CGN Form: [Applicable] [Not Applicable]
13. Trade Date: [●]
14. Additional Business Centre(s): [Applicable][Not Applicable]
15. Determination Agent: [Barclays Capital Securities Limited] [Barclays Bank PLC] [●]
16. [Common Depository:][Common Safekeeper:] [The Bank of New York Mellon] [●]
17. [Registrar:] [The Bank of New York Mellon (Luxembourg) S.A.] [●]
18. Transfer Agent: [The Bank of New York Mellon]
[The Bank of New York (Luxembourg S.A.)]
[●]
19. (a) Names [and addresses] of Managers [and underwriting commitments]: [Barclays Bank PLC] [●][Not Applicable]
- (b) Date of underwriting agreement: [●] [Not Applicable]

Part B - OTHER INFORMATION

- 1. LISTING AND ADMISSION TO TRADING** [Application is expected to be made by the Issuer (or on its behalf) for the Securities to be listed on the Official List and admitted to trading on the Regulated Market of the London Stock Exchange with effect from [●]. [Not Applicable].
- [The Securities shall not be fungible with the Tranche [●] Securities until such time as the Securities are listed and admitted to trading as indicated above.]
- Estimate of total expenses related to admission to trading: [●] [Not Applicable]
- 2. RATINGS**
- Ratings: [The Securities have not been individually rated.]
- [Upon issuance, the Securities are expected to be rated:
- [Standard & Poor's: [●]]
- [Moody's: [●]]
- [Moody's Inc.: [●]]
- [Fitch: [●]]
- [DBRS: [●]]
- [AMBERS: [●]]
- [Japan CRA: [●]]
- [Rating Inc.: [●]]
- [Egan-Jones: [●]]
- [Kroll: [●]]
- [Morningstar: [●]]
- 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**
- [Save for any fees payable to the Manager[s] and save as discussed in the risk factor 'Risks associated with conflicts of interest between the Issuer and purchasers of Securities', so far as the Issuer is aware, no person involved in the offer of the Securities has an interest material to the [issue/offer].] [●]
- [4.] [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES]**
- (i) [Reasons for the offer:] [●][General funding] [Not Applicable]
- (ii) [Estimated net proceeds:] [●]
- (iii) [Estimated total expenses:] [●]

[5.] [PERFORMANCE OF EQUITY INDEX, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND OTHER INFORMATION CONCERNING THE EQUITY INDEX]

[●]

[Bloomberg Screen [●][SPX <Index>][SX5E <Index>][UKX <Index>]]

[Reuters Screen [●] [.SPX][.STOXX50E][.FTSE] Page]

[and] [www.[●]][http://eu.spindices.com/indices/equity/sp-500] [http://www.stoxx.com] [http://www.ftse.com]

[In respect of the Securities, the amount of interest payable, if any, will be calculated by reference to the Interest Rate.]

[In respect of the Securities, the Type of Performance Rate of interest will, for the purposes of determining the amount of interest payable on any Interest Payment Date, be [Digital][European][Cliquet 1][Cliquet 2].]

[The interest payable on an Interest Payment Date is calculated to be the sum of the Fixed Rate of interest (being [●]% [per annum]) and the Performance Rate (which may be zero) in respect of that Interest Payment Date.][The interest payable on an Interest Payment Date is dependent on the Performance Rate (which may be zero), which is itself dependent on the value of the underlying.]

[The Performance Rate for an Interest Payment Date depends on the level of the Index on the Valuation Date corresponding to such Interest Payment Date. If the level is at or above the Digital Bench Level the Performance Rate will be Digital Level Higher. If the level is below the Digital Bench Level the Performance Rate will be Digital Level Lower.]

[The Performance Rate for an Interest Payment Date depends on the percentage change in the level of the Index from the Strike Date to the Valuation Date corresponding to such Interest Payment Date. The greater the percentage change in the level of the Index the greater the Performance Rate. The Performance Rate will be zero if the percentage change is less than or equal to the Barrier.]

[The Performance Rate for an Interest Payment Date depends on the average of a number of absolute percentage changes (i.e. a decrease and an increase are both treated as positive changes) in the level of the Index. Each absolute percentage change is measured in respect of the level of the Index on each Valuation Date corresponding to the Interest Payment Date relative to the level of the Index on the immediately preceding Valuation Date (or in the case of the first Valuation Date in the first Interest Payment Date only, relative to the level of the Index on the Strike Date). The greater the average absolute percentage change, the greater the Performance Rate. The Performance Rate will be zero if the average absolute percentage change is less than or equal to the [relevant] Barrier.]

[The Performance Rate for an Interest Payment Date depends on the minimum out of a number of absolute percentage changes (i.e. a decrease and an increase are both treated as positive changes) in the level of the Index. Each absolute percentage change is measured in respect of the level of the Index on each Valuation Date corresponding to the Interest Payment Date, relative to the level of the Index on the immediately preceding Valuation Date (or in the case of the first Valuation Date in the first Interest Payment Date only, relative to the level of the Index on the Strike Date). The greater such minimum absolute percentage change the greater the Performance Rate. The Performance Rate will be zero if the smallest absolute percentage change is less than or equal to the [relevant] Barrier.]

Index Disclaimer[s]: [FTSE[®] 100 Index] [EURO STOXX 50[®] Index] [S&P[®] 500 Index] [See Annex hereto][Not Applicable]

[6.] OPERATIONAL INFORMATION

Pro Forma Final Terms

- (i) ISIN Code: [●]
[Temporary ISIN Code:] [●]
- (ii) Common Code: [●]
[Temporary Common Code:] [●]
- (iii) Name(s) and address(es) of any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable] [●]
- (iv) Delivery: Delivery [against/free of] payment.
- (v) Name and address of additional Paying Agent(s) (if any): [●]

[7.] [TERMS AND CONDITIONS OF THE OFFER]

- (i) Offer Price: [●] per cent of the Issue Price
- (ii) Conditions to which the offer is subject: [●] [Not Applicable]
- (iii) Description of the application process: [●] [Not Applicable]
- (iv) Details of the minimum and/or maximum amount of application: [●] [Not Applicable]
- (v) Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [●] [Not Applicable]
- (vi) Details of method and time limits for paying up and delivering the Securities: [●] [Not Applicable]
- (vii) Manner in and date on which results of the offer are to be made public: [●] [Not Applicable]
- (viii) Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [●] [Not Applicable]
- (ix) Whether tranche(s) have been reserved for certain countries: [●] [Not Applicable]
- (x) Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made: [●] [Not Applicable]
- (xi) Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [●] [Not Applicable]

[ANNEX – INDEX DISCLAIMER[S]]

[●]

SUMMARY

[•]

CLEARANCE, SETTLEMENT AND TRANSFER RESTRICTIONS

Book-Entry Ownership

Bearer Securities

The Issuer may make applications to Euroclear and/or Clearstream for acceptance in their respective book-entry systems in respect of any Series of Bearer Securities. In respect of Bearer Securities, a Temporary Global Security and/or a Permanent Global Security in bearer form without Coupons may be deposited with a common depository for Euroclear and/or Clearstream or an alternative clearing system as agreed between the Issuer and the Managers. Transfers of interests in such Temporary Global Securities or Permanent Global Securities will be made in accordance with the normal Euromarket debt securities operating procedures of Euroclear and Clearstream or, if appropriate, the alternative clearing system.

Registered Securities

The Issuer may make applications to Euroclear and/or Clearstream for acceptance in their respective book-entry systems in respect of the Securities to be represented by a Global Security. Each Global Security deposited with a common depository for, and registered in the name of, a nominee of Euroclear and/or Clearstream will have an ISIN and a Common Code.

All Registered Securities will initially be in the form of Global Securities. Definitive Securities will only be available, in the case of Securities initially represented by a Global Security, in amounts or numbers specified in the Final Terms.

Transfers of Registered Securities

Transfers of interests in Global Securities within Euroclear and Clearstream will be in accordance with the usual rules and operating procedures of the relevant clearing system.

Beneficial interests in a Global Security may only be held through Euroclear or Clearstream.

Definitive Securities

Registration of title to Registered Securities in a name other than a common depository or its nominee for Clearstream and Euroclear will be permitted only in the circumstances set out in General Condition 1 (*Form, Title and Transfer*). In such circumstances, the Issuer will cause sufficient individual Securities to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Holder(s). A person having an interest in a Global Security must provide the Registrar with a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Definitive Securities.

TAXATION

General Taxation Information

The information provided below does not purport to be a complete overview of tax law and practice currently applicable to the Securities. Transactions involving Securities (including purchases, transfers and/or redemptions), the accrual or receipt of any interest or premium payable on the Securities and the death of a holder of any Security may have tax consequences for investors which may depend, amongst other things, upon the tax residence and/or status of the investor. Investors are therefore advised to consult their own tax advisers as to the tax consequences of transactions involving Securities and the effect of any tax laws in any jurisdiction in which they may be tax resident or otherwise liable to tax. In particular, no representation is made as to the manner in which payments under the Securities would be characterised by any relevant taxing authority.

The following overviews do not consider the tax treatment of payments in respect of Underlying Assets. The taxation provisions applicable to such items may be different (and in some cases significantly different) from those described in the summary below.

Purchasers and/or sellers of Securities may be required to pay stamp taxes and other charges in addition to the issue price or purchase price (if different) of the Securities and in connection with the transfer or delivery of any Underlying Asset.

Prospective holders of Securities are referred to General Condition 3 (*Calculations and Publication*) and General Condition 4.5 (*Taxes and Settlement Expenses Conditions to Settlement*).

Terms defined in the sections below are defined for the purpose of the relevant section only.

As used below, the "**Savings Directive**" shall mean European Council Directive 2003/48/EC on the taxation of savings income.

United Kingdom Taxation

The comments are of a general nature based on current United Kingdom tax law and HM Revenue & Customs ("HMRC") published practice and are an overview of the understanding of the Issuer of current law and practice in the United Kingdom relating only to certain aspects of United Kingdom taxation. They are not intended to be exhaustive. They relate only to persons who are the beneficial owners of Securities and do not apply to certain classes of taxpayers (such as persons carrying on a trade of dealing in Securities, certain professional investors and persons connected with the Issuer) to whom special rules may apply.

Investors who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Withholding Tax

Payments of interest by the Issuer only

The Issuer, provided that it continues to be a bank within the meaning of section 991 of the Income Tax Act 2007 (the "Act"), and provided that the interest on Securities is paid in the ordinary course of its business within the meaning of section 878 of the Act, will be entitled to make payments of interest without withholding or deduction for or on account of United Kingdom tax.

Payments of interest in respect of Securities which are listed on a recognised stock exchange

Payments of interest under Securities may be made without withholding or deduction for or on account of United Kingdom tax, provided that such Securities carry a right to interest, and are and remain listed on a 'recognised stock exchange', as defined in section 1005 of the Act. The London Stock Exchange is a recognised stock exchange. Securities will satisfy this requirement if they are admitted to trading on the relevant recognised stock exchange, and are (in the case of the UK) included in the Official List or (in a country outside the UK where there is a recognised stock exchange) are officially listed in accordance with provisions corresponding to those generally applicable in EEA states.

Provided, therefore, that Securities are and remain so listed, interest on such Securities will be payable without withholding or deduction for or on account of United Kingdom tax whether or not the Issuer carries on a banking business in the United Kingdom and whether or not the interest is paid in the ordinary course of its business.

Payments of interest to certain holders of Securities

Interest on Securities may also be paid without withholding or deduction for or on account of United Kingdom tax where, at the time the payment is made, the Issuer reasonably believes that either:

- (i) the person beneficially entitled to the interest payable on such Securities is within the charge to United Kingdom corporation tax as regards the payment of such interest; or
- (ii) the payment is made to one of the classes of exempt bodies or persons set out in section 936 of the Act,

provided that HMRC has not given a direction (in circumstances where it has reasonable grounds to believe that such payment of interest will not be an 'excepted payment' at the time the payment is made) that the interest should be paid under deduction of tax.

Securities with a maturity of less than 365 calendar days

Interest on Securities having a maturity of less than one year from the date of issue and which are not issued under arrangements, the effect of which is to render such Securities part of a borrowing with a total term of a year or more, may also be paid without deduction for or on account of United Kingdom income tax.

Other withholdings

In other cases, an amount may have to be withheld from payments of interest on Securities for or on account of United Kingdom income tax at the basic rate, subject to the availability of other exemptions or reliefs or to any direction to the contrary from HMRC in respect of such relief as may be available under an applicable double taxation treaty.

In addition, an amount for or on account of United Kingdom income tax at the basic rate may have to be withheld on payments on Securities where such payments do not constitute interest for United Kingdom tax purposes but instead constitute annual payments, subject to the availability of exemptions or reliefs or subject to any direction to the contrary from HMRC in respect of such relief as may be available under an applicable double taxation treaty.

Reporting Requirements

Persons in the United Kingdom paying interest to, or receiving interest on behalf of, another person who is an individual may be required to provide certain information to HMRC regarding the identity of the payee or the person entitled to the interest. In certain circumstances, such information may be exchanged with tax authorities in other countries.

The provisions referred to above may also apply, in certain circumstances, to payments of amounts due on redemption of Securities that constitute 'deeply discounted securities' (as defined in Chapter 8 of Part 4 of the Income Tax (Trading and Other Income) Act 2005). However, HMRC's published practice indicates that no such information will be required in relation to such redemption amounts where they are paid before 5 April 2014.

Prospective holders of Securities are also directed to the disclosure below in respect of the EU Directive on the Taxation and Savings Income.

United Kingdom Stamp Duty and Stamp Duty Reserve Tax ("SDRT")

Depending upon the terms and conditions of the relevant Securities, UK stamp duty or SDRT may be payable on the issue or on the subsequent transfer of such Securities. Prospective holders of Securities should take their own advice from an appropriately qualified professional adviser in this regard.

European Union Taxation

EU Directive on the Taxation of Savings Income

Under European Council Directive 2003/48/EC on the taxation of savings income (the "**Directive**") each EU Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident in that other Member State; however, for a transitional period, Austria and Luxembourg will (unless they elect otherwise) instead apply a withholding system in relation to such payments, deducting tax at a rate of 35 per cent. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU territories to the exchange of information relating to such payments.

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

Prospective holders of Securities should note that the European Commission has announced proposals to amend the Savings Directive. If implemented, the proposed amendments would, *inter alia*, extend the scope of the Savings Directive to (i) payments made through certain intermediate structures (whether or not established in a Member State) for the ultimate benefit of an EU resident individual, and (ii) a wider range of income similar to interest.

United States Taxation

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, INVESTORS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS BASE PROSPECTUS IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON INVESTORS UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY THE ISSUER IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE ISSUER OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

The following is a summary of certain material US federal income tax consequences of the acquisition, ownership and disposition of Securities by a non-US. holder. For purposes of this section, a 'non-US. holder' is a beneficial owner of Securities that is: (i) a non-resident alien individual for US federal income tax purposes; (ii) a foreign corporation for US federal income tax purposes; or (iii) an estate or trust whose income is not subject to US federal income tax on a net income basis. If the investor is not a non-US. holder, he/she should consult his/her tax advisor with regard to the US federal income tax treatment of an investment in Securities.

An individual may, subject to certain exceptions, be deemed to be a resident of the United States for federal income tax purposes by reason of being present in the United States for at least 31 days in the calendar year and for an aggregate of at least 183 days during a three year period ending in the current calendar year (counting for those purposes all of the days present in the current year, one third of the days present in the immediately preceding year, and one sixth of the days present in the second preceding year).

This summary is based on interpretations of the Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations issued thereunder, and rulings and decisions currently in effect (or in some cases proposed), all of which are subject to change. Any of those changes may be applied retroactively and may adversely affect the US federal income tax consequences described herein. Investors considering the purchase of Securities should consult their own tax advisors concerning the application of US federal income tax laws to their particular situations as well as any consequences of

the purchase, beneficial ownership and disposition of Securities arising under the laws of any other taxing jurisdiction.

INVESTORS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE US FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF SECURITIES.

US Federal Tax Treatment of Non-US. Holders

In general and subject to the discussion in the following paragraphs, payments on the Securities to a non-US. holder and gain realized on the sale, exchange, redemption or other disposition of the Securities by a non-US. holder will not be subject to US federal income or withholding tax, unless (1) such income is effectively connected with a trade or business conducted by such non-US. holder in the United States, or (2) in the case of gain, such non-US. holder is a non-resident alien individual who holds the Securities as a capital asset and is present in the United States for more than 182 days in the taxable year of the sale and certain other conditions are satisfied.

It is possible that Securities that do not guarantee a return of principal ("**Non-Principal-Protected Securities**") could be treated as forward or executory contracts for US federal income tax purposes. The Internal Revenue Service ("**IRS**") released a notice in 2007 that may affect the taxation of non-US. holders of Non-Principal-Protected Securities. According to the notice, the IRS and the Treasury Department are actively considering whether, among other issues, the holder of instruments such as Non-Principal-Protected Securities should be required to accrue ordinary income on a current basis. It is not possible to determine what guidance they will ultimately issue, if any. It is possible, however, that under such guidance, non-US. holders of such Securities will ultimately be required to accrue income currently and that non-US. holders of such Securities could be subject to withholding tax on deemed income accruals and/or other payments made in respect of such Securities. In addition, alternative treatments of Non-Principal-Protected Securities are possible under US federal income tax law. Under one such alternative characterisation, it is possible that an investor could be treated as owning the Underlying Asset of such Securities.

If the amount that is payable on a Security is determined by reference to dividends that are paid or declared with respect to a US stock, it is possible that the IRS could assert that investors should be subject to US withholding tax in respect of such dividends. Similarly, in the case of Securities that are linked to one or more assets characterised as 'US real property interests' (as such term is defined in Section 897(c) of the Code), non-US. holders may be subject to special rules governing the ownership and disposition of US real property interests. Prospective non-US. holders should consult their own tax advisors regarding the possible alternative treatments of the Securities.

In addition, the Treasury Department has issued proposed regulations under Section 871(m) of the Code which address payments contingent on or determined by reference to dividends paid on US equities. Regulations under sections 871(m) could ultimately require the Issuer to treat all or a portion of any payment in respect of the Securities as a 'dividend equivalent' payment that is subject to withholding tax at a rate of 30 per cent (or a lower rate under an applicable treaty). However, such withholding would potentially apply only to payments made after December 31, 2013. Investors could also be required to make certain certifications in order to avoid or minimize such withholding obligations, and could be subject to withholding (subject to the investor's potential right to claim a refund from the IRS) if such certifications were not received or were not satisfactory. Investors should consult their tax advisors concerning the potential application of these regulations to payments received with respect to the Securities when these regulations are finalised.

Foreign Account Tax Compliance Withholding

A 30 per cent withholding tax will be imposed on certain payments to certain non-US. financial institutions that fail to comply with information reporting requirements or certification requirements in respect of their direct and indirect United States shareholders and/or United States accountholders. United States accountholders subject to such information reporting or certification requirements may include holders of the Securities. To avoid becoming subject to the 30 per cent withholding tax on such payments, the Issuer and other non-US. financial institutions may be required to report information to the IRS regarding the holders of Securities and, in the case of holders who (i) fail to provide the relevant information, (ii) are non-US. financial institutions who have not agreed to comply with these

Taxation

information reporting requirements, or (iii) hold Securities directly or indirectly through such non-compliant non-US. financial institutions, withhold on a portion of payments under the Securities. Under final regulations issued by the Treasury Department, such withholding will not apply to payments made before 1 January 2014 with respect to US source payments (e.g. 'dividend equivalent' payments) and before 1 January 2017 with respect to non-US. source payments.

PURCHASE AND SALE

Pursuant to the Master Subscription Agreement dated 18 April 2013 (as amended, supplemented and/or restated from time to time, the "**Master Subscription Agreement**"), the Manager (being, at the date of this Base Prospectus, Barclays Bank PLC) has agreed with the Issuer the basis on which it may from time to time agree to purchase Securities. Any such agreement will extend to those matters stated under 'Summary' and 'Terms and Conditions of the Securities'. In the Master Subscription Agreement, the Issuer has agreed to reimburse the relevant Manager for certain of its expenses in connection with the Securities issued pursuant to the Programme.

No representation is made that any action has been or will be taken by the Issuer or the Managers in any jurisdiction that would permit a public offering of any of the Securities or possession or distribution of the Base Prospectus or any other offering material or any Final Terms in relation to any Securities in any country or jurisdiction where action for that purpose is required (other than actions by the Issuer to meet the requirements of the Prospectus Directive for offerings contemplated in this Base Prospectus and the Final Terms). No offers, sales, resales or deliveries of any Securities, or distribution of any offering material relating to any Securities, may be made in or from any jurisdiction and/or to any individual or entity except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer and/or the Managers.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each a "**Relevant Member State**"), each Manager has represented and agreed, and each further Manager appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Securities to the public in that Relevant Member State:

- (a) if the Issuer expressly specifies that an offer of those Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a 'Public Offer'), following the date of publication of a prospectus in relation to such Securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Public Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Public Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provisions of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Manager or Managers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Securities referred to in (b) to (d) above shall require the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression 'an offer of Securities to the public' in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an

investor to decide to purchase or subscribe for the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State. The expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

United Kingdom

Each Manager has represented and agreed, and each further Manager appointed under the Programme will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which section 21(1) of the FSMA would not, if it was not an authorised person, apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

United States of America

US Tax Selling Restrictions

Securities issued in bearer form for US tax purposes ("**Bearer Instruments**") may not be offered, sold or delivered within the United States or its possessions or to a United States person except as permitted under US Treasury Regulation section 1.163-5(c)(2)(i)(D) (the "**D Rules**").

The Issuer and each Manager has represented and agreed (and each additional Manager named in a set of Final Terms will be required to represent and agree) that in addition to the relevant US Securities Selling Restrictions set forth below:

- (a) except to the extent permitted under the D Rules, (x) it has not offered or sold, and during the restricted period it will not offer or sell, Bearer Instruments to a person who is within the United States or its possessions or to a United States person and (y) such Manager has not delivered and agrees that it will not deliver within the United States or its possessions definitive Bearer Instruments that will be sold during the restricted period;
- (b) it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Bearer Instruments are aware that Bearer Instruments may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person (except to the extent permitted under the D Rules);
- (c) if it is a United States person, it is acquiring the Bearer Instruments for purposes of resale in connection with their original issuance, and if it retains Bearer Instruments for its own account, it will do so in accordance with the requirements of the D Rules;
- (d) with respect to each affiliate or distributor that acquires Bearer Instruments from a Manager for the purpose of offering or selling such Bearer Instruments during the restricted period, the Manager either repeats and confirms the representations and agreements contained in sub clauses (a), (b) and (c) above on such affiliate's or distributor's behalf or agrees that it will obtain from such affiliate or distributor for the benefit of the Issuer and each Manager the representations and agreements contained in such sub clauses; and
- (e) it has not and agrees that it will not enter into any written contract (other than confirmation or other notice of the transaction) pursuant to which any other party to the contract (other than one of its affiliates or another Manager) has offered or sold, or during the restricted period will offer or sell, any Bearer Instruments except where pursuant to the contract the relevant Manager has obtained or will obtain from that party, for the benefit of the Issuer and each

Manager, the representations contained in, and that party's agreement to comply with, the provisions of sub clauses (a), (b), (c) and (d).

Terms used in this section (US Tax Selling Restrictions) shall, unless the context otherwise requires, have the meanings given to them by the Internal Revenue Code and the US Treasury Regulations thereunder, including the D Rules.

US Securities Selling Restrictions

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, US persons, except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this section (*US Securities Selling Restrictions*) shall, unless the context otherwise requires, have the meanings given to them by Regulation S under the Securities Act.

Each Manager has agreed (and each further Manager named in the Final Terms will be required to agree) that it will not offer or sell Securities (i) as part of their distribution at any time or (ii) otherwise until 40 calendar days after the completion of the distribution of an identifiable tranche of which such Securities are part, as determined and certified to the Agent by such Manager (in the case of a non-syndicated issue) or the relevant lead Manager (in the case of a syndicated issue), within the United States or to, or for the account or benefit of, US persons, and it will have sent to each Manager to which it sells Securities during the Distribution Compliance Period a confirmation or other notice setting out the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, US persons. Terms used in the preceding sentence have the meanings given to them by Regulation S. Neither such Manager nor its affiliates, nor any persons acting on its or their behalf, have engaged or will engage in any directed selling efforts (as defined in Regulation S) with respect to the Securities, and such Manager, its affiliates and all persons acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S.

The Securities are being offered and sold outside the United States to non-US persons in reliance on Regulation S.

The Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of Securities outside the United States and for the resale of the Registered Securities in the United States and for the listing of Securities on the London Stock Exchange. The Issuer and the Managers reserve the right to reject any offer to purchase the Securities, in whole or in part, for any reason. The Base Prospectus does not constitute an offer to any person in the United States or to any US person. Distribution of the Base Prospectus by any non-US person outside the United States is unauthorised, and any disclosure without the prior written consent of the Issuer of any of its contents to any of such US person or other person within the United States is prohibited.

US Retirement Plan Selling Restrictions

The Securities may not be sold or transferred to, and each purchaser by its purchase of Securities shall be deemed to have represented and covenanted that it is not acquiring the Securities for or on behalf of, and will not transfer Securities to, any pension or welfare plan, as defined in section 3 of the Employee Retirement Income Security Act ("**ERISA**"), that is subject to Title I of ERISA or any plan or arrangement that is subject to section 4975 of the Internal Revenue Code, or an entity the assets of which are considered assets of such a plan, except that such purchase for or on behalf of a plan shall be permitted when, in the sole judgement of the relevant Manager, and to the extent:

- (a) such purchase is made by or on behalf of a bank collective investment fund maintained by the purchaser in which no plan (together with any other plans maintained by the same employer or employee organisation) has an interest in excess of 10 per cent of the total assets in such collective investment fund, and the other applicable conditions of Prohibited Transaction Class Exemption ("**PTCE**") 91–38 issued by the US Department of Labor are satisfied;
- (b) such purchase is made by or on behalf of an insurance company pooled separate account maintained by the purchaser in which, at any time while the Securities are outstanding, no plan (together with any other plans maintained by the same employer or employee organisation) has an interest in excess of 10 per cent of the total of all assets in such pooled separate

Purchase and Sale

account, and the other applicable conditions of PTCE 90–1 issued by the US Department of Labor are satisfied;

- (c) such purchase is made on behalf of a plan by (i) an investment adviser registered under the US Investment Advisers Act of 1940, as amended (the "**Investment Advisers Act**"), that had as at the last day of its most recent fiscal year total assets under its management and control in excess of US\$ 85 million and had stockholders' or partners' equity in excess of US\$ 1 million, as shown in its most recent balance sheet prepared in accordance with generally accepted accounting principles, or (ii) a bank as defined in section 202(a)(2) of the Investment Advisers Act with equity capital in excess of US\$ 1 million as at the last day of its most recent fiscal year or (iii) an insurance company which is qualified under the laws of more than one state to manage, acquire or dispose of any assets of a pension or welfare plan, which insurance company had as at the last day of its most recent fiscal year, net worth in excess of US\$ 1 million and which is subject to supervision and examination by a State authority having supervision over insurance companies and, in any case, such investment adviser, bank or insurance company is otherwise a qualified professional asset manager, as such term is used in PTCE 84–14 issued by the US Department of Labor, and the assets of such plan when combined with the assets of other plans established or maintained by the same employer (or affiliate thereof) or employee organisation and managed by such investment adviser, bank or insurance company, do not represent more than 20 per cent of the total client assets managed by such investment adviser, bank or insurance company at the time of the transaction, and the other applicable conditions of such exemption are otherwise satisfied;
- (d) such plan is a governmental plan (as defined in section 3(3) of ERISA) which is not subject to the provisions of Title I of ERISA or section 4975 of the Internal Revenue Code;
- (e) such purchase is made by or on behalf of an insurance company using the assets of its general account, of which the reserves and liabilities for the general account contracts held by or on behalf of any plan, together with any other plans maintained by the same employer (or its affiliates) or employee organisation, do not exceed 10 per cent of the total reserves and liabilities of the insurance company general account (exclusive of separate account liabilities), plus surplus as set forth in the National Association of Insurance Commissioners Annual Statement filed with the state domicile of the insurer, in accordance with PTCE 95–60, and the other applicable conditions of such exemption are otherwise satisfied;
- (f) such purchase is made by an in-house asset manager within the meaning of Part IV(a) of PTCE 96–23, such manager has made or properly authorized the decision for such plan to purchase Securities, under circumstances such that PTCE 96–23 is applicable to the purchase and holding of Securities; or
- (g) such purchase will not otherwise give rise to a transaction described in section 406 of ERISA or section 4975(c)(1) of the Internal Revenue Code for which a statutory or administrative exemption is unavailable.

Taiwan

The Securities may not be sold, offered or issued to Taiwan resident investors or in Taiwan unless they are made available (a) outside Taiwan for purchase outside Taiwan by such investors and/or (b) in Taiwan through bank trust departments, licensed securities brokers and/or insurance companies investment linked insurance policies pursuant to the Taiwan Rules Governing Offshore Structured Products.

General

The selling restrictions may be modified by the agreement of the Issuer and the relevant Manager, including following a change in a relevant law, regulation or directive.

No action has been taken in any jurisdiction that would permit a public offering of any of the Securities, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Manager has agreed that it will comply with all relevant laws, regulations and directives, and obtain all relevant consents, approvals or permissions, in each jurisdiction in which it purchases, offers, sells or delivers Securities or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms, and neither the Issuer nor any Manager shall have responsibility therefor.

GENERAL INFORMATION

Authorisation and Consents

The establishment of the Programme and the issue of Securities under the Programme have been duly authorised by resolutions of an authorised committee of the Board of Directors of the Issuer on 12 April 2013.

The Issuer has obtained all necessary consents, approvals and authorisations in connection with establishing and updating this Programme and will obtain all such consents, approvals and authorisations in connection with the issue and performance of each Security or Series issued under this Programme.

Use of Proceeds

The Issuer intends to apply the net proceeds from the sale of any Securities either for hedging purposes or for general corporate purposes unless otherwise specified in the Final Terms relating to a particular Security or Series. If, in respect of any particular issue of Securities, there is a particular identified use of proceeds, this will be stated in the Final Terms.

Base Prospectus and Supplements

This Base Prospectus may be used for a period of one year from its date in connection with a public offer of Securities in the EU, or for the listing and admission to trading of a Series. A revised Base Prospectus will be prepared in connection with the listing of any Series issued after such period unless all consents necessary are obtained for an extension of such period.

If at any time the Issuer shall be required to prepare a supplement to the Base Prospectus (a "**Supplement**") pursuant to section 87 of the FSMA, or to give effect to the provisions of Article 16(1) of the Prospectus Directive, the Issuer will prepare and make available an appropriate amendment or supplement to this Base Prospectus or a further base prospectus which, in respect of any subsequent issue of Securities to be offered to the public or to be admitted to trading on the Regulated Market of the London Stock Exchange shall constitute a supplemental base prospectus as required by the FCA (previously the FSA) and section 87 of the FSMA.

Listing

Any Series may be listed on the Official List of the UK Listing Authority and admitted to trading on the Regulated Market of the London Stock Exchange, as specified in the Final Terms.

Relevant Clearing Systems

The Securities issued pursuant to the Programme may be accepted for clearance through Euroclear, Clearstream and any other Relevant Clearing System as set out in the Final Terms. The appropriate common code for each Series allocated by Euroclear, Clearstream will be set out in the Final Terms, together with the International Securities Identification Number (the "**ISIN**") for that Series. Transactions will normally be effected for settlement not earlier than three Business Days after the date of the transaction.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any additional clearing system will be set out in the Final Terms.

Documents Available

For as long as this Base Prospectus remains in effect or any Securities remain outstanding, copies of the following documents will, when available, be made available during usual business hours on a weekday (Saturdays, Sundays and public holidays excepted) for inspection and, in the case of (b), (c), (h) and (i) below, shall be available for collection free of charge at the registered office of the Issuer, at <http://www.barclays.com/InvestorRelations/DebtInvestors> and at the specified office of the Issue and Paying Agent. The Final Terms in respect of any Series, shall also be available at the specified office of the relevant Paying Agents or Transfer Agents:

- (a) the constitutional documents of the Issuer;
- (b) the documents set out in the 'Incorporation by Reference' section of this Base Prospectus;
- (c) all future annual reports and semi-annual financial statements of the Issuer;
- (d) the Master Subscription Agreement;
- (e) the Agency Agreement;
- (f) the Deed of Covenant;
- (g) the current Base Prospectus in respect of the Programme and any future supplements thereto;
- (h) any Final Terms issued in respect of Securities admitted to listing, trading and/or quotation by the listing authority, stock exchange, and/or quotation system since the most recent base prospectus was published; and
- (i) any other future documents and/or announcements issued by the Issuer.

Post-issuance Information

The Issuer does not intend to provide any post-issuance information in relation to any of the Securities or the performance of any Underlying Asset or any other underlying relating to Securities, except if required by any applicable laws and regulations.

Temporary ISIN and Temporary Common Code

Any Temporary ISIN or Temporary Common Code specified in the Final Terms will apply until such time as the Relevant Clearing System recognises the Securities of the relevant Tranche to be fungible with any other Tranches of the relevant Series.

Index Disclaimers

The following Index Disclaimers apply to Securities in respect of which the Underlying Asset is specified to include one of the FTSE[®] 100 Index; EURO STOXX 50[®] Index or S&P 500 Index. Where the Underlying Asset is another equity index, the relevant index disclaimer will be set out in the applicable Final Terms.

FTSE[®] 100 Index

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EURO STOXX 50[®] Index

STOXX and its licensors (the "**Licensors**") have no relationship to the Issuer, other than the licensing of the EURO STOXX 50[®] Index and the related trademarks for use in connection with the Securities.

STOXX and its Licensors do not:

- Sponsor, endorse, sell or promote the Securities.

General Information

- Recommend that any person invest in the Securities or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Securities.
- Have any responsibility or liability for the administration, management or marketing of the Securities.
- Consider the needs of the Securities or the owners of the Securities in determining, composing or calculating the EURO STOXX 50[®] Index or have any obligation to do so.

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- **STOXX and its Licensors do not make any warranty, express or implied and disclaim any and all warranty about:**
 - **The results to be obtained by the Securities, the owner of the Securities or any other person in connection with the use of the EURO STOXX 50[®] Index and the data included in the EURO STOXX 50[®] Index;**
 - **The accuracy or completeness of the EURO STOXX 50[®] Index and its data;**
- **The merchantability and the fitness for a particular purpose or use of the EURO STOXX 50[®] Index and its data;**
- **STOXX and its Licensors will have no liability for any errors, omissions or interruptions in the EURO STOXX 50[®] Index or its data;**

Under no circumstances will STOXX or its Licensors be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or its Licensors knows that they might occur.

The licensing agreement between the Issuer and STOXX is solely for their benefit and not for the benefit of the owners of the Securities or any other third parties.

S&P[®] 500 Index

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NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDEX OR ANY DATA INCLUDED THEREIN OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P, ITS AFFILIATES AND THEIR THIRD PARTY LICENSORS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ITS TRADEMARKS, THE INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES OR THEIR THIRD PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT

LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

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