International
Capital
Market
Association

By e-mail

Zurich, October 6, 2020

To the members of the Association, and to ICMA Primary Market Handbook online subscribers and hard-copy registered holders

Amendments to the ICMA Primary Market Handbook

Dear members, and subscribers and holders,

1. Introduction

ICMA is publishing:

- a new item 5.13A in Chapter 5 (under the *Book disclosure* heading);
- an amended Appendix A7, *ECP documentation for Investment Grade issuers,*

in the ICMA Primary Market Handbook.

2. Purpose of the amendments to the ICMA Primary Market Handbook

The purposes of the amendments are as follows:

- In the case of new item 5.13A, to enable a form of public clarification for the basis of a disclosure of book status that bookrunners can choose to incorporate into such book disclosure by way of a convenient, short-form cross-reference to the ICMA Primary Market Handbook. (Different approaches might be appropriate in some regional market segments with differing local conditions/dynamics and the ICMA Primary Market Handbook might be further updated in this respect.)
- In the case of *Part I - ICMA Standard Form Dealer Agreement* in Appendix A7, *ECP documentation for Investment Grade issuers,* to:
  - include suggested provisions and drafting notes relating to the EU MiFID II product governance regime and Article 55 of the EU BRRD;

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  - include drafting notes relating to the EU Blocking Regulation, German Foreign Trade Regulation and the U.S. QFC Stay Rules;
  - include drafting notes relating to Singapore and Hong Kong selling restrictions;
  - include a drafting note highlighting that one of the conditions precedent listed in Schedule 1 to the standard form agreement may not be required by the ECP dealers;
  - update the legal names of certain credit rating agencies;
  - make minor amendments to the notices provision; and
  - make other minor drafting improvements.
- In the case of *Part II - ICMA Standard Form Information Memorandum* in Appendix A7, *ECP documentation for Investment Grade issuers,* to:
  - include suggested language and an end note relating to the EU MiFID II product governance regime;
  - include a placeholder and end note relating to a legend that may be required pursuant to Singapore securities law;
  - include placeholders for the issuer and any guarantor LEIs;
  - include drafting notes relating to Singapore and Hong Kong selling restrictions;
  - update the legal names of certain credit rating agencies and clearing systems; and
  - include minor drafting improvements.
- In the case of *Part III - ICMA Standard Form of Multicurrency Bearer Permanent Global Note* in Appendix A7, *ECP documentation for Investment Grade issuers,* to:
  - include a fallback provision for ECP referencing CNH HIBOR or a reference rate that is not LIBOR or EURIBOR;
  - include an endnote relating to fallback provisions for ECP referencing LIBOR or EURIBOR;
  - include an endnote note relating to the anticipated discontinuation of LIBOR;
  - include a drafting note highlighting that it is possible to include provisions in the global note for risk-free rates, such as SONIA or SOFR;
  - include placeholders for the issuer and any guarantor LEIs;
  - envisage electronic authentication of the global note and include an associated endnote;
  - include a drafting note relating to bail-in language;
  - clarify the drafting of the Schedule for payments of interest;
  - update the legal names of clearing systems; and

- include minor drafting improvements.

3. Approval of the amendments to the ICMA Primary Market Handbook

Following earlier approval by ICMA's Primary Market Practices Committee (in the case of new item 5.13A) and ICMA's Legal and Documentation Committee (in the case of Appendix A7), the ICMA Executive Committee approved the amendments to the ICMA Primary Market Handbook for publication.

4. The amendments to the ICMA Primary Market Handbook in light of EU and UK competition law

ICMA reviewed the amendments to the ICMA Primary Market Handbook and determined that the amendments to the ICMA Primary Market Handbook are unlikely to raise issues under EU or UK competition law.

5. Publication/distribution of the amendments to the ICMA Primary Market Handbook

The online version of the ICMA Primary Market Handbook on ICMA's website is being updated. A hard-copy update will be sent to the ICMA Primary Market Handbook hard-copy subscribers in due course.

6. The wording of the amendments to the ICMA Primary Market Handbook

The amendments to the ICMA Primary Market Handbook are attached to this circular.

Yours sincerely,





Martin Scheck
Chief Executive

Leland Goss
General Counsel

ICMA

International Capital Market Association

Primary Market Handbook

Last updated October 2020

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5.13A Where a book update is stated as being in accordance with "ICMA 5.13A", this means: *October 2020*

(a) arm's length trading desk orders (in line with typical trading desk sizes) were included in the book update under a segregated heading of bookrunner demand;

(b) bookrunner backstop positions, trading desk orders specifically requested by issuers and/or syndicate and orders from DCM/ syndicate desks (regardless of approvals received) were not included in any form in the book update (even under any segregated heading of bookrunner demand);

(c) orders from a bookrunner's different desk constituents were split out into component parts to enable appropriate classification;

(d) any orders known, or reasonably suspected (in line with internal escalation requirements), to be inflated were not included in the book update;

(e) orders (whether 'account X' orders or otherwise) were entered into the orderbook as a single, separate line item for each investor order;

(f) all client orders were entered into the orderbook either (as appropriate) under their own name or as 'account X'.

Confirmation of allotment

R5.14 For a retention deal: *Retention deals* *September 2015*

(a) managers should be notified of their commitments; and

(b) allotments should be made,

by close of business on the day the transaction is launched. For a pot deal see R6.1.

Appendix A7 - ECP documentation for Investment Grade issuers

Introduction

October 2020

Below are:

1. Part I – ICMA Standard Form Dealer Agreement; A7-I-1
2. Part II – ICMA Standard Form Information Memorandum; and A7-II-1
3. Part III – ICMA Standard Form of Multicurrency Bearer Permanent Global Note. A7-III-1

September 2015

DEALER AGREEMENT

DATED: [•]

[**ISSUER**]
AS ISSUER

[[**GUARANTOR**]
AS GUARANTOR]

[**ARRANGER**]
AS ARRANGER

AND

[**DEALERS**]
AS DEALERS

RELATING TO A [**AMOUNT**]
EURO COMMERCIAL PAPER PROGRAMME

[**NAME OF LAW FIRM**]

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THIS AGREEMENT is dated [•] and made between: *September 2015*

(1) [**ISSUER**] (the "**Issuer**");

(2) [**GUARANTOR**] (the "**Guarantor**");

(3) [**ARRANGER**] as arranger (the "**Arranger**"); and

(4) [**DEALERS**] (the "**Original Dealers**").

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

"**Additional Dealer**" means any institution appointed as a Dealer in accordance with Clause 7.2 (Appointment of Dealers). *September 2015*

"**Agency Agreement**" means the issue and paying agency agreement, dated on or about the date of this Agreement, between the Issuer[, the Guarantor] and the Agent, providing for the issuance of and payment on the Notes. *September 2015*

"**Agent**" means [ ] acting as issue agent and as paying agent [and [ ] acting as sub-paying agent] for the Notes and any successor or additional agent appointed in accordance with the Agency Agreement. *September 2015*

["**Australian Dollars**" and "**AUD**" denote the lawful currency of Australia; and "**Australian Dollar Note**" means a Note denominated in Australian Dollars.] *September 2015*

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in [London] [and [ ]]. *September 2015*

["**Canadian Dollars**" and "**CAD**" denote the lawful currency of Canada; and "**Canadian Dollar Note**" means a Note denominated in Canadian Dollars.] *September 2015*

"**Clearing System**" means Clearstream Banking S.A. ("**Clearstream, Luxembourg**"), Euroclear Bank SA/NV ("**Euroclear**") or any other clearing system from time to time agreed between the Dealers and the Issuer. *October 2020*

"[**CURRENCY**] **Equivalent**" means on any day: *September 2015*

(a) in relation to any [CURRENCY] Note, the nominal amount of such Note; and

(b) in relation to any Note denominated or to be denominated in any other currency, the amount in [CURRENCY] which would be required to purchase the nominal amount of such Note as expressed in such other currency at the spot rate of exchange for the purchase of such other currency with [CURRENCY], as quoted by the Agent at or about 11.00 a.m. ([Brussels/London] time) on such day.

"**Dealer**" means an Original Dealer (including [ ] in its capacity as Arranger) or an Additional Dealer but excluding any institution whose appointment as a dealer has been terminated under Clause 7.1 (Termination) provided that where any such institution has been appointed as Dealer in relation to a particular issue of Notes or period of time, the expression "Dealer" or "Dealers" shall only mean or include such institution in relation to such Notes or that time period. *September 2015*

"**Deed of Covenant**" means the Deed of Covenant, dated on or about the date of this Agreement, executed by the Issuer in respect of Global Notes issued under the Agency Agreement. *September 2015*

"**Definitive Note**" means a Note, security printed or otherwise, issued by the Issuer. *September 2015*

"**Disclosure Documents**" means, at any particular date: *September 2015*

(a) the Information Memorandum;

(b) [[the most recently published audited [consolidated] annual financial statements of the Guarantor and] the most recently published audited [consolidated/unconsolidated] financial statements of the Issuer; and] ***[NB – check if already incorporated by reference]***

(c) any other document delivered by the Issuer [or the Guarantor] to a Dealer which the Issuer [or the Guarantor] has expressly authorised in writing to be distributed to actual or potential purchasers of Notes.

"**Dollars**" and "**U.S.$**" denote the lawful currency of the United States of America; and "**Dollar Note**" means a Note denominated in Dollars. *September 2015*

"**euro**" and "**€**" denote the lawful currency introduced at the start of the third stage of European Economic and Monetary union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time; and "**euro Note**" means a Note denominated in euro. *September 2015*

"**FSMA**" means the Financial Services and Markets Act 2000. *September 2015*

"**Global Note**" means a Note in global form, representing an issue of commercial paper. *September 2015*

"**Group**" means the [Issuer]/[Guarantor] and its Subsidiaries. *September 2015*

["**Guarantee**" means the guarantee dated on or about the date of this Agreement and executed as a deed by the Guarantor in respect of the obligations of the Issuer under the Notes and the Deed of Covenant.] *September 2015*

["**Hong Kong Dollars**" and "**HKD**" denote the lawful currency of Hong Kong; and "**Hong Kong Dollar Note**" means a Note denominated in Hong Kong Dollars.] *September 2015*

"**Information Memorandum**" means the most recently published information memorandum containing information about the Issuer[, the Guarantor] and the Notes (including information incorporated therein by reference), as prepared by or on behalf of the Issuer [and the Guarantor] for use by the Dealers in connection with the transactions contemplated by this Agreement. *September 2015*

"**Maximum Amount**" means [AMOUNT] or such other amount as may apply in accordance with Clause 2.7 (Increase in Maximum Amount). *September 2015*

["**New Zealand Dollars**" and "**NZD**" denote the lawful currency of New Zealand; and "**New Zealand Dollar Note**" means a Note denominated in New Zealand Dollars.] *September 2015*

"**Note**" means a Definitive Note or a Global Note issued under the Agency Agreement to a Dealer. *September 2015*

"**Note Transaction**" means the issue by the Issuer and the subscription by a Dealer of Note(s) in accordance with Clause 2 (Issue). *September 2015*

"**Programme**" means the euro-commercial paper programme of the Issuer established by the Programme Agreements. *September 2015*

"**Programme Agreement**" means this Agreement, any agreement for a Note Transaction[, the Guarantee,] the Deed of Covenant or the Agency Agreement. *September 2015*

"**Ratings Agency**" means Fitch Ratings Limited ("**Fitch**"), Moody's Investors Service, Limited ("**Moody's**") or S&P Global Ratings Europe Limited ("**S&P**") or any other statistical ratings organisation which rates the Issuer's debt securities. *October 2020*

"**Relevant Party**" means in respect of each Dealer, each of its affiliates and each person who controls them (within the meaning of section 15 of the Securities Act or section 20 of the United States Securities Exchange Act of 1934, as amended), together with each of its directors, officers, employees and agents. *September 2015*

["**Renminbi**" and "**CNY**" denote the lawful currency of the People's Republic of China; and "**Renminbi Note**" means a Note denominated in Renminbi.] *September 2015*

[NB – documentation only caters for clearance though Euroclear and Clearstream. If the Programme needs to have the flexibility of issuing CNY denominated Notes to clear through the CMU in Hong Kong, additional provisions will be required]

"**Sanctions**" means any [economic or financial] sanctions or embargoes and/or restrictive measures administered or imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, any other agency of the U.S. government, the United Nations, the European Union or the United Kingdom. *October 2020*

[NB – this definition may need to be amended to reflect any amendments made to the Sanctions provision in Clause 3.14 and Clause 5.12]

"**Sterling**" and "**£**" denote the lawful currency of the United Kingdom; and "**Sterling Note**" means a Note denominated in Sterling. *September 2015*

"**Subsidiary**" means: *September 2015*

(a) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and "**control**" for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise; or

(b) an entity whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of another person.

["**Swiss Francs**" and "**CHF**" denote the lawful currency of Switzerland; and "**Swiss Franc Note**" means a Note denominated in Swiss Francs.] *September 2015*

["**Yen**" and "**¥**" denote the lawful currency of Japan; and "**Yen Note**" means a Note denominated in Japanese Yen.] *October 2020*

1.2 **Construction** *September 2015*

(a) In this Agreement, unless the contrary intention appears, a reference to:

(i) a provision of a law is a reference to that provision as amended, extended, applied or re-enacted and includes any subordinate legislation;

(ii) a Clause or a Schedule is a reference to a clause of or a schedule to this Agreement;

(iii) a person includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or any other entity whether or not having separate legal personality, and references to any person shall include its successors in title, permitted assigns and permitted transferees;

(iv) assets includes present and future properties, revenues and rights of every description;

(v) an authorisation includes any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

(vi) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or authority; and

(vii) any Programme Agreement or other document is a reference to that Programme Agreement or other document as amended, novated, restated, superseded or supplemented.

(b) The index to and the headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.

2. ISSUE

2.1 Appointment of Dealers

September 2015

The Issuer hereby appoints the Dealers with respect to the issue of Notes under this Agreement.

2.2 The Uncommitted Programme

(a) The Issuer shall not be under any obligation to issue any Notes, and a Dealer shall not be under any obligation to subscribe for or procure the subscription for any Notes, until such time as an agreement for a Note Transaction has been reached between the Issuer and that Dealer.

September 2015

(b) [Each of the Issuer[, the Guarantor[s]] and the Dealers agree that solely by virtue of appointment as Arranger or Dealer, as applicable, on this Programme, neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of EU Delegated Directive 2017/593.]

October 2020

[NB – consider including this language where none of the Dealers consider themselves to be a "manufacturer" for MIFID II product governance purposes. For further guidance, see the ICMA paper "MIFID II product governance and ECP" dated 21 February 2018, available on the ICMA MiFID II/R in primary markets webpage: https://www.icmagroup.org/Regulatory-Policy-and-Market-Practice/Primary-Markets/primary-market-topics/mifid-ii-r-in-primary-markets/.

NB – an issuer/guarantor that considers itself to be a "manufacturer" may also wish to consider whether any changes to this agreement are required in light of MiFID II Delegated Directive Art.9.8: "[MiFID] firms, where they collaborate, including with entities which are not authorised and supervised in accordance with [MiFID II] or third-country firms, […] [are] to outline their mutual responsibilities in a written agreement."]

2.3 Issue of Notes

September 2015

(a) Subject to the terms of this Agreement, the Issuer may issue Notes to any of the Dealers from time to time at such prices and upon such terms as the Issuer and the relevant Dealer may agree. The Issuer acknowledges that the Dealers may resell Notes subscribed for by such Dealers.

(b) Each issue of Notes having the same Issue Date, Maturity Date, currency and yield and redemption basis will be represented by one or more Global Notes [or by Definitive Notes] having the aggregate principal amount of such issue as may be agreed between the Issuer and the relevant Dealer. *September 2015*

(c) The tenor of each Note shall not be less than one day nor greater than [364] days, with that tenor being calculated from (and including) the issue date to (but excluding) the maturity date of that Note. *September 2015*

(d) Global Notes and Definitive Notes (if any) shall be issued in the following denominations (or integral multiples thereof): *October 2020*

(i) [for Australian Dollar Notes, AUD 1,000,000;]

(ii) [for Canadian Dollar Notes, CAD 500,000;]

(iii) for euro Notes, €500,000;

(iv) [for Hong Kong Dollar Notes, HKD 2,000,000;]

(v) [for New Zealand Dollar Notes, NZD 1,000,000;]

(vi) [for Renminbi Notes, CNY1,000,000;]

(vii) for Sterling Notes, £100,000;

(viii) [for Swiss Franc Notes, CHF500,000;]

(ix) for U.S.Dollar Notes, U.S.$500,000; or

(x) [for Yen Notes, Yen 100,000,000,]

or such other conventionally accepted denominations in those currencies or such other currency as may be agreed between the Issuer and the relevant Dealer from time to time, subject in each case to compliance with all applicable legal and regulatory requirements and provided that the equivalent of that denomination in Sterling as at the Issue Date is not less than £100,000.

(e) The aggregate amount of Notes outstanding at any time will not exceed the Maximum Amount. For the purposes of calculating the Maximum Amount of Notes issued under this Agreement, the principal amount of any outstanding Note denominated in any currency other than [CURRENCY] shall be taken as the [CURRENCY] Equivalent of such principal amount as at the Issue Date of the Notes then to be issued. *September 2015*

2.4 Agreements for Note Transactions *September 2015*

If the Issuer and any Dealer shall agree on the terms of the subscription for any Note by that Dealer (including agreement with respect to the issue date, aggregate principal or nominal amount, denomination, currency, price, redemption basis, maturity date and discount or interest basis), then:

(a) the Issuer shall instruct the Agent to issue that Note and deliver it in accordance with the terms of the Agency Agreement;

(b) the relevant Dealer shall pay the subscription price of such Note on the issue date:

(i) in the case of a euro Note, by transfer of same-day funds settled through the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (or any successor thereto) to such euro account as the Agent shall from time to time have specified for this purpose; or

(ii) in the case of a Sterling Note, by transfer of same-day funds to the Sterling account in London as the Agent shall from time to time have specified for this purpose; or

(iii) in the case of a Dollar Note, by transfer of funds settled through the New York Clearing House Interbank Payments System (or such other same day value funds as at the time shall be customary for the settlement in New York City of international banking transactions denominated in Dollars) to the account in New York denominated in Dollars as the Agent shall from time to time have specified for this purpose; or

(iv) in all other cases, by transfer of freely transferable same day funds in the relevant currency to the account of the Agent at such bank in the applicable jurisdiction for such currency as the Agent may from time to time have specified for this purpose; and

(c) the relevant Dealer shall notify the Agent and the Issuer of the payment and delivery instructions applicable to such Note in accordance with prevailing market practice and in sufficient time to enable the Agent to deliver such Note(s) (or make the same available for collection) on the relevant issue date.

2.5 Failure to issue

September 2015

If, for any reason (including, without limitation, the failure of the relevant trade), a Note is not to be issued in accordance with a Note Transaction, the Issuer and the relevant Dealer shall immediately notify the Agent of that fact.

2.6 Optional currencies

October 2020

Any agreement for a Note Transaction for a Note denominated in a currency other than Sterling, Dollars[,][or] euro[, AUD,] [CAD,][CHF,] [HKD,] [NZD,] [Renminbi,] [or Yen] shall be conditional upon:

(a) it being lawful and in compliance with all requirements of any relevant central bank and any other relevant fiscal, monetary, regulatory or other authority from time to time, for deposits to be made in such currency and for such Note to be issued, offered for sale, sold and delivered as contemplated by such Note Transaction;

(b) such other currency being freely transferable and freely convertible into [CURRENCY];

(c) the consent of the Agent to that currency having been given; and

(d) any appropriate amendments which the relevant Dealer and/or the Issuer shall require having been made to this Agreement and any appropriate amendments which the Issuer and/or the Agent shall require having been made to the Agency Agreement.

2.7 **Increase in Maximum Amount** *September 2015*

The Issuer may from time to time increase the Maximum Amount by:

(a) giving at least 10 days' notice by letter in substantially the form of Schedule 3 to each Dealer and to the Agent; and

(b) delivering to each Dealer with that letter the documents referred to in that letter, in each case in form and substance acceptable to each Dealer.

2.8 **Global Notes and Definitive Notes** *September 2015*

(a) Each Note issued will be represented initially by one or more Global Notes.

(b) Global Notes will be exchangeable, in accordance with their terms, for Definitive Notes only upon default by the Issuer in the payment of any amount payable in respect of the Notes represented by such Global Notes or if one or both of Euroclear and Clearstream, Luxembourg or any other relevant Clearing System in which the relevant Global Note is held is closed for business for a continuous period of 14 days or more (other than by reason of weekends or public holidays, statutory or otherwise) or if any such Clearing System announces an intention to, or does in fact, permanently cease to do business.

3. **REPRESENTATIONS AND WARRANTIES** *October 2020*

[The][Each of the] Issuer [(in respect of itself) and the Guarantor (in respect of itself and the Issuer)] makes the representations and warranties in this Clause 3 to each Dealer.

3.1 **Status** *September 2015*

[The][Each of the] Issuer [and the Guarantor] is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the power to own its assets and carry on its business as it is being conducted.

3.2 **Powers and authority** *September 2015*

[The][Each of the] Issuer [and the Guarantor] has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of, the Notes and the Programme Agreements [to which it is a party] and the transactions contemplated by those Notes and Programme Agreements.

3.3 **Binding obligations** *October 2020*

The obligations expressed to be assumed by [each of] the Issuer [and the Guarantor] in each of the Programme Agreements [to which it is a party] and (when the Notes have been issued and delivered under the Agency Agreement and have been paid for) the Notes are, subject to any general principles of law limiting its obligations which are specifically referred to in any legal opinion delivered under Schedule 1, legal, valid, binding and enforceable obligations.

3.4 **Authorisations** *October 2020*

All authorisations required by [each of] the Issuer [and the Guarantor]:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under, the Notes and Programme Agreements [to which it is a party]; and

(b) to make the Programme Agreements and Notes [to which it is a party] admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

3.5 **Non-conflict** *October 2020*

The entry into, delivery and performance by [each of] the Issuer [and the Guarantor] of its obligations under the Notes and the Programme Agreements [to which it is a party] and the transactions contemplated by the Programme Agreements will not conflict with, or constitute a default under:

(a) the constitutional documents of the Issuer [or the Guarantor]; or

(b) any law or regulation applicable to the Issuer [or the Guarantor]; or

(c) any agreement or instrument by which the Issuer [or the Guarantor] or any of [its/their respective] assets are bound.

3.6 **Ranking** *October 2020*

The obligations of [each of] the Issuer [and the Guarantor] under the Programme Agreements [to which it is a party] rank, and the Notes (when issued) will rank, at least *pari passu* with all present and future unsecured and unsubordinated obligations of the Issuer [or the Guarantor, as the case may be,] other than obligations mandatorily preferred by law applying to companies generally.

3.7 **Disclosure Documents** *September 2015*

(a) In the context of the Programme Agreements and the transactions contemplated by the Programme Agreements, the information contained or incorporated by reference in the Disclosure Documents is true and accurate in all material respects and not misleading in any material respect and there are no other facts in relation to the Issuer[, the Guarantor] or any Notes the omission of which makes the Disclosure Documents or any such information contained or incorporated by reference therein misleading in any material respect.

(b) [Any statements of intention, opinion, belief or expectation contained in the Disclosure Documents are, or will be at the date of its publication, honestly and reasonably made by the Issuer [and the Guarantor].]

3.8 Financial information

September 2015

The most recently published financial statements of the Issuer [and Guarantor] which are incorporated by reference in the Information Memorandum:

(a) were prepared in accordance with the requirements of applicable law and with generally accepted accounting principles in the jurisdiction of incorporation of the Issuer[, or the Guarantor (as the case may be)] and are consistently applied throughout the periods involved; and

(b) fairly represent the financial condition and operations of the Issuer [and the Guarantor, respectively] as at the date to which they were prepared.

3.9 Adverse change and litigation

October 2020

Except as otherwise disclosed by any Disclosure Documents:

(a) there has been no adverse change in the business, financial or other condition or prospects of any member of the Group since the date of the most recently published audited [consolidated] financial statements of the Issuer [or the Guarantor]; and

(b) there is no litigation, arbitration or administrative proceeding pending or, to the knowledge of the Issuer [or the Guarantor], threatened against or affecting any member of the Group,

which in any case could reasonably be expected to be material in the context of the Programme Agreements and the transactions contemplated by the Programme Agreements.

3.10 No default

September 2015

No member of the Group is in default in respect of any indebtedness for borrowed money or any obligation having a similar commercial effect.

3.11 No withholding tax

September 2015

[The][Neither the] Issuer [nor the Guarantor] is [not] required by any law or regulation of, or any relevant taxing authority or any political subdivision or any authority thereof having the power to tax in, the jurisdiction in which the Issuer [or the Guarantor] is resident for tax purposes to make any withholding or deduction from any payment due under the Notes or any Programme Agreement [to which it is a party] for or on account of any taxes or duties of whatever nature.

3.12 Maximum Amount

September 2015

The aggregate outstanding principal amount of the Notes on the date of issue of any Note does not exceed the Maximum Amount.

3.13 [**Anti-Bribery** *September 2015*

Neither the Issuer[, the Guarantor] nor any of [its/their respective] Subsidiaries, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Issuer[, the Guarantor] or any of [its/their respective] Subsidiaries, has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of any applicable anti-bribery or anti-corruption law, rule or regulation enacted in any jurisdiction; or made, offered or promised to make, or authorised the payment or giving of any bribe, rebate, payoff, influence payment, facilitation payment, kickback or other unlawful payment or gift of money or anything of value prohibited under any applicable law, rule or regulation.

[NB – consider if appropriate to include for sovereign issuers]

3.14 **Sanctions** *October 2020*

Neither the Issuer[, the Guarantor] nor any of [its/their respective] Subsidiaries nor, to the knowledge of the Issuer [or the Guarantor,] any director, officer, agent, employee or affiliate of the Issuer[, the Guarantor] or any of [its/their respective] Subsidiaries is currently the subject of any Sanctions or conducting business with any person, entity or country which is the subject of any Sanctions.

[NB - consider whether it is appropriate to include a carve-out for the EU Blocking Regulation and German Foreign Trade Regulation, where relevant]

3.15 **Money Laundering Laws** *September 2015*

The operations of the Issuer[, the Guarantor] and [its/their respective] Subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements and money laundering statutes in the [*jurisdiction of Issuer/Guarantor*] and of all jurisdictions in which the Issuer, the Guarantor and their respective Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable governmental agency (collectively, "**Money Laundering Laws**").]

[NB – the Anti-Bribery, Sanctions and Money Laundering Laws provisions may be amended to reflect the requirements of the parties]

3.16 **United States Investment Company Act** *September 2015*

[The][Neither the] Issuer [nor the Guarantor is, or] [is not, and will not] as a result of any issue of Notes or the receipt or application of the proceeds thereof [will] be, an investment company as defined in the United States Investment Company Act of 1940.

3.17 U.S. selling restrictions

September 2015

[The][Each of the] Issuer [and the Guarantor] represents, warrants and agrees:

(a) that neither it, nor any of its affiliates (as defined in Rule 405 under the U.S. Securities Act of 1933, as amended (the "**Securities Act**")), nor any person (other than the Dealers, as to whom no representation or warranty is made) acting on its behalf or on behalf of any of its affiliates, has engaged or will engage in any directed selling efforts (as defined in Regulation S under the Securities Act ("**Regulation S**")) in the United States with respect to any Notes [and the Guarantee]; and

(b) [that it is a foreign issuer and reasonably believes that there is no substantial U.S. market interest (as those terms are defined in Regulation S) in its debt securities] [that it is a foreign issuer (as such term is defined in Regulation S) and that it, its affiliates (as defined in Rule 405 under the Securities Act) and any person (other than the Dealers, as to whom no representation or warranty is made) acting on its behalf or on behalf of any of its affiliates, have complied and will comply with the offering restrictions requirement of Regulation S under the Securities Act]; and

[NB – the first alternative in paragraph (b) should be used for Category 1 offerings. On a guaranteed issue, the Guarantor (and the Issuer unless it is a subsidiary) must be Category 1 to allow Category 1 treatment. The second alternative in paragraph (b) should be used for Category 2 offerings.]

(c) that it will not offer or sell, nor solicit offers to buy, securities under circumstances that would require registration of the Notes under the Securities Act.

3.18 Times for making representations and warranties

September 2015

The representations and warranties set out in this Clause 3:

(a) are made on the date of this Agreement; and

(b) are deemed to be repeated on each date upon which the Maximum Amount is increased, each date a Note Transaction is agreed and each date upon which any Note is, or is to be issued, in each case, by reference to the facts and circumstances then existing.

When a representation or warranty under Clauses 3.7 (Disclosure Documents) and 3.9 (Adverse change and litigation) is repeated under paragraph (b) above, the reference to Disclosure Documents shall be deemed to be only the Disclosure Documents which have been published before the date on which a relevant Note Transaction is made (in the case of that Note Transaction and the corresponding issue of Notes) or the date on which the letter purporting to increase the Maximum Amount is delivered (in the case of that increase).

3.19 **Notice of inaccuracy** *September 2015*

If, before a Note is issued and delivered to or for the account of the relevant Dealer, an event occurs which would render any of the representations and warranties in this Clause 3 immediately, or with the lapse of time, untrue or incorrect, the Issuer will inform the relevant Dealer as soon as practicable of the occurrence of such event. In either case, the relevant Dealer shall inform the Issuer without any undue delay whether it wishes to continue or discontinue the issuance and delivery of the respective Notes.

4. CONDITIONS PRECEDENT

4.1 **Conditions precedent** *October 2020*

By a date no later than [five] Business Days before the date upon which the Issuer and any Dealer shall first agree terms for a Note Transaction (or such other period as may be agreed between the Issuer and that Dealer), the Issuer shall deliver to that Dealer each of the documents listed in Schedule 1, in form and substance satisfactory to that Dealer.

4.2 **Further conditions precedent** *October 2020*

The obligations of any Dealer in respect of any agreement for a Note Transaction and each issue of Notes shall be conditional upon:

(a) the representations and warranties of the Issuer [and the Guarantor] contained in Clause 3 (Representations and warranties) being true and correct:

  (i) on each date upon which an agreement for a Note Transaction is made; and

  (ii) on each date on which Notes are issued,

  by reference to the facts and circumstances then subsisting;

(b) there being no breach as at the issue date of those Notes in the performance of the obligations of the Issuer [or the Guarantor] under any of the Programme Agreements or any Note; and

(c) except as disclosed in any Disclosure Document issued before the date upon which an agreement for a Note Transaction is made, no Ratings Agency having, in respect of any short-term debt securities of the [Issuer]/[Guarantor], issued any notice downgrading such securities or put any such rating on its "Creditwatch" list or other similar publication of formal review (including a notice confirming a change of outlook), in each case with negative implications.

5. COVENANTS AND AGREEMENTS

5.1 Duration

September 2015

The undertakings in this Clause 5 remain in force from the date of this Agreement for so long as any Programme Agreement is in force and any amount is or may be outstanding under any Programme Agreement or any Note.

5.2 Information

September 2015

Whenever the Issuer [or the Guarantor] publishes or makes available to its shareholders (or any class of them) or to its creditors generally (or any class of them) or to the public (by filing with any regulatory authority, securities exchange or otherwise) any information which could reasonably be expected to be material in the context of the Programme Agreements and the Notes and the transactions contemplated by the Programme Agreements and the Notes, the Issuer [or the Guarantor] shall:

(a) notify each Dealer as to the nature of such information;

(b) make a reasonable number of copies of such information available to each Dealer upon request and permit distribution of that information to actual or potential purchasers of Notes; and

(c) take such action as may be necessary to ensure that the representation and warranty contained in Clause 3.7 (Disclosure Documents) is true and accurate on the dates when it is made or deemed to be repeated.

5.3 Authorisation information

September 2015

Whenever the Issuer [or the Guarantor] is required to obtain or effect any authorisation in order to comply with the representation and warranty contained in Clause 3.4 (Authorisations), the Issuer [or the Guarantor] shall:

(a) notify each Dealer as to the nature of such authorisation; and

(b) upon request by a Dealer, make a reasonable number of copies of such authorisation available to that Dealer.

5.4 Ratings

September 2015

The [Issuer][Guarantor] undertakes promptly to notify the Dealers of any change in the rating given by any Ratings Agency of the [Issuer's] [Guarantor's] short-term debt securities or upon it becoming aware that such rating has been put on a "Creditwatch" list or other similar publication of formal review (including a notice of change of outlook) by any Ratings Agency.

5.5 Indemnification

(a) Without prejudice to the other rights or remedies of the Dealers, [each of] the Issuer[and the Guarantor jointly and severally] undertakes to each Dealer that if that Dealer or any of its Relevant Parties incurs any liability, damages, cost, loss or expense (including, without limitation, legal fees, costs and expenses) (a "**Loss**") arising out of or in connection with or based on: *September 2015*

(i) the Issuer's failure to make due payment under the Notes or the Deed of Covenant; or

(ii) any Notes not being issued for any reason (other than as a result of the failure of any Dealer to pay for such Notes) after an agreement for that Note Transaction has been made; or

(iii) [the Guarantor's failure to make due payment under the Guarantee; or]

(iv) any breach or alleged breach of the representations, warranties, covenants or agreements made or deemed to be repeated by the Issuer [or the Guarantor] in this Agreement or any other Programme Agreement [to which it is a party] unless, in the case of an alleged breach only, the allegation is being made by the relevant Dealer or its Relevant Party; or

(v) any untrue statement or alleged untrue statement of any material fact contained in the Disclosure Documents or the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect unless, in the case of an alleged untrue statement or omission, the allegation is being made by the relevant Dealer or its Relevant Party,

the Issuer [or, as the case may be, the Guarantor] shall pay to that Dealer on demand an amount equal to such Loss on an after tax basis. No Dealer shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this paragraph (a).

(b) In case any allegation as described in sub-paragraphs (a)(iv) or (a)(v) above is made or any action is brought against any Dealer or its Relevant Party in respect of which recovery may be sought from the Issuer [and/or the Guarantor, as the case may be,] under this Clause 5.5, the relevant Dealer shall promptly notify the Issuer [and/or the Guarantor, as the case may be,] in writing but failure to do so will not relieve the Issuer [or the Guarantor] from any liability under this Agreement. If any such allegation is made, the parties agree to consult in good faith with respect to the nature of the allegation. Subject to paragraph (c) below, the Issuer [or, as the case may be, the Guarantor] may participate at its own expense in the defence of any action. *September 2015*

(c) If it so elects within a reasonable time after receipt of the notice referred to in paragraph (b) above, the Issuer [or, as the case may be, the Guarantor] may, subject as provided below, assume the defence of the action with legal advisers chosen by it and approved by the relevant Dealer (such approval not to be unreasonably withheld or delayed). Notwithstanding any such election a Dealer or its Relevant Party may employ separate legal advisers reasonably acceptable to the Issuer [and the Guarantor,] and the Issuer [or the Guarantor] shall not be entitled to assume such defence and shall bear the reasonable fees and expenses of such separate legal advisers if: *September 2015*

(i) the use of the legal advisers chosen by the Issuer [or the Guarantor] to represent the Dealer or Relevant Party would present such legal advisers with a conflict of interest;

(ii) the actual or potential defendants in, or targets of, any such action include both the Dealer or its Relevant Party and the Issuer [or the Guarantor] and the Dealer concludes that there may be legal defences available to it and/or other Relevant Parties which are different from or additional to those available to the Issuer [or the Guarantor]; or

(iii) the Issuer [or the Guarantor] has not employed legal advisers reasonably satisfactory to the Dealer to represent the Dealer or its Relevant Party within a reasonable time after notice of the institution of such action.

(d) If the Issuer [or, as the case may be, the Guarantor] assumes the defence of the action, the Issuer [or, as the case may be, the Guarantor] shall not be liable for any fees and expenses of legal advisers of the relevant Dealer or its Relevant Party incurred thereafter in connection with the action, except as stated in paragraph (c) above. *October 2020*

(e) [The Issuer shall not][Neither the Issuer nor the Guarantor shall] be liable in respect of any settlement of any action effected without its written consent, such consent not to be unreasonably withheld or delayed. [The Issuer shall not][Neither the Issuer nor the Guarantor shall], without the prior written consent of the relevant Dealer (such consent not to be unreasonably withheld or delayed), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim or action in respect of which recovery may be sought (whether or not the relevant Dealer or its Relevant Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each Dealer and its Relevant Party from all liability arising out of such claim or action and does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of a Dealer or its Relevant Party. *October 2020*

5.6 Costs and expenses

October 2020

The Issuer[, failing which the Guarantor,] will on demand:

(a) pay, or reimburse the Arranger for, all reasonable costs and expenses (including value added tax and any other taxes or duties and fees and disbursements of counsel to the Arranger) incurred by the Arranger in connection with the preparation, negotiation, printing, execution and delivery of the Programme Agreements and the Notes and all documents contemplated by the Programme Agreements and the Notes;

(b) pay, or reimburse each Dealer for, all costs and expenses (including value added tax and any other taxes or duties and fees and disbursements of counsel to such Dealer) incurred by that Dealer in connection with the enforcement or protection of its rights under the Programme Agreements, the Notes and all documents contemplated by the Programme Agreements and the Notes; and

(c) pay any stamp duty or other similar taxes (including any penalties and interest in respect thereof) payable in connection with the entry into, delivery and performance of any Programme Agreement or any Notes, and will indemnify and hold harmless each Dealer on demand, on an after tax basis, from all liabilities arising from any failure to pay or delay in paying such duty or taxes.

5.7 Changes to the Programme

October 2020

(a) The Issuer[, failing which the Guarantor,] will notify each Dealer of:

(i) any change in an Agent, or any change in any of the offices of such Agent; and

(ii) any amendment to or termination of the Agency Agreement[,] [or] the Deed of Covenant [or the Guarantee],

by no later than 10 Business Days before the making of that change, amendment or termination.

(b) The Issuer [and the Guarantor] will not permit to become effective any change, amendment or termination to the Agency Agreement[,][or] the Deed of Covenant [or the Guarantee] which could reasonably be expected to adversely affect the interests of any Dealer or the holder of any Notes then outstanding.

5.8 Continuing obligations

October 2020

The Issuer [and the Guarantor] will take such steps (in conjunction with the Dealers, where appropriate) to ensure that any laws and regulations or requirements of any governmental agency, authority or institution which may from time to time be applicable to any Notes shall be fully observed and complied with, including (without limitation) its obligations under Clauses 3.17 (U.S. selling restrictions)[, 5.9 (Yen Notes)][, 5.10 (Renminbi Notes)] and [5.11 (United Kingdom)].

5.9 [**Yen Notes** *October 2020*

(a) Subject to paragraph (b) below, the Issuer [and the Guarantor] will in respect of Yen Notes comply with any applicable laws, regulations and guidelines of Japanese governmental and regulatory authorities relevant in the context of the issue of Yen Notes, as amended from time to time, and shall submit (or procure the submission on its behalf of) such reports or information as may be required for compliance with such laws, regulations and guidelines from time to time.

(b) Yen Notes may be offered or sold in circumstances which would not be so permissible at the date of this Agreement if permitted by any change or amendment which is made after the date of this Agreement in such laws, regulations and guidelines or in such other rules or directives as are applicable to Yen Notes from time to time.]

5.10 [**Renminbi Notes** *September 2015*

The Issuer [and the Guarantor] will in respect of Renminbi Notes comply with any applicable laws, regulations and guidelines of any governmental and regulatory authorities in the People's Republic of China relevant in the context of the issue of Renminbi Notes, as amended from time to time, and shall submit (or procure the submission on its behalf of) such applications, reports or information as may be required for (a) the obtaining of such relevant approvals or consents, or (b) compliance with such laws, regulations and guidelines from time to time.]

[NB – only include if the Issuer or Guarantor is incorporated in the People's Republic of China]

5.11 **United Kingdom** *September 2015*

The Issuer will issue Notes under the Programme only if the following conditions apply (or the Notes can otherwise be issued without contravention of Section 19 of the FSMA):

(a) the relevant Dealer covenants in the terms set out in paragraph 3 (a) of Schedule 2; and

(b) the redemption value of each Note is not less than £100,000 (or an amount of equivalent value denominated wholly or partly in a currency other than Sterling), and no part of any Note may be transferred unless the redemption value of that part is not less than £100,000 (or such an equivalent amount).

[NB – amend if the Issuer is an authorised person or is exempt under the Financial Services and Markets Act 2000 in relation to the regulated activity of accepting deposits]

5.12 **Sanctions** *October 2020*

The Issuer [and the Guarantor] will [each] ensure that proceeds raised in connection with the issue of any Notes will not directly or indirectly be lent, contributed or otherwise made available to any person or entity (whether or not related to the Issuer [or the Guarantor]) for the purpose of financing the activities of any person or entity or for the benefit of any country currently the subject of any Sanctions.

[NB - consider whether it is appropriate to include a carve-out for the EU Blocking Regulation and German Foreign Trade Regulation, where relevant]

6. OBLIGATIONS OF THE DEALERS

6.1 **Selling restrictions** *September 2015*

Each Dealer represents and agrees that it has complied and will comply with the selling restrictions set out in Schedule 2. Subject to those restrictions, each Dealer is authorised by the Issuer and the Guarantor to circulate the Disclosure Documents to actual or potential purchasers of Notes.

6.2 **Obligations several** *September 2015*

The obligations of each Dealer under this Agreement are several.

7. TERMINATION AND APPOINTMENT

7.1 **Termination** *September 2015*

(a) The Issuer may terminate the appointment of any Dealer on not less than 30 days' written notice to the relevant Dealer. The Dealer may resign on not less than 30 days' written notice to the Issuer. The Issuer shall promptly inform the other Dealers and the Agent of such termination or resignation.

(b) The rights and obligations of each party to this Agreement shall not terminate in respect of any rights or obligations accrued or incurred before the date on which such termination takes effect and the provisions of Clauses 5.5 (Indemnification) and 5.6 (Costs and expenses) shall survive termination of this Agreement and delivery against payment for any of the Notes.

7.2 **Appointment of Dealers** *September 2015*

(a) The Issuer may appoint one or more Additional Dealers upon the terms of this Agreement by sending a dealer accession letter to the Additional Dealer substantially in the form of Schedule 4. The appointment will only become effective if the Additional Dealer confirms acceptance of its appointment to the Issuer by signing that dealer accession letter and delivering it to the Issuer. The Issuer may limit that appointment to a particular issue of Notes or for a particular period of time (which need not be a finite period of time).

(b) The Additional Dealer shall become a party to this Agreement on the later of:

(i) the date of the signature of the dealer accession letter by the Additional Dealer in accordance with paragraph (a) above; and

(ii) the date specified in the dealer accession letter as the date of appointment,

and the Additional Dealer shall then be vested with all the authority, rights, powers, duties and obligations as if originally named as a Dealer under this Agreement.

(c) If the appointment of that Additional Dealer is limited to a particular issue of Notes or period of time:

(i) such authority, rights, powers, duties and obligations shall extend to the relevant Notes or period only; and

(ii) following the relevant issue of Notes or the expiry of the time period, the relevant Additional Dealer shall have no further authority, rights, powers, duties or obligations except such as may have accrued or been incurred prior to, or in connection with, the issue of such Notes or during that time period.

(d) The Issuer shall promptly notify the Agent of any appointment. If the appointment of the Dealer is not limited to a particular issue of Notes or for a particular period of time, the Issuer shall also notify the other Dealers of that appointment. The Issuer agrees to supply to such Additional Dealer, upon appointment, a copy of the conditions precedent documents specified in Schedule 1, if requested by the Additional Dealer.

7.3 Transfers to affiliates

September 2015

If, at any time, a Dealer transfers all or substantially all of its euro commercial paper business to any of its affiliates then, on the date that transfer becomes effective, the relevant affiliate shall become the successor to that Dealer under this Agreement without the execution or filing of any paper or any further act on the part of the parties to this Agreement. Upon that transfer becoming effective, all references in this Agreement to the relevant Dealer shall be deemed to be references to the relevant affiliate. The relevant Dealer shall, promptly following that effective date, give notice of the transfer to the Issuer with a copy to the Agent.

8. CALCULATION AGENT

September 2015

(a) If floating rate Notes are to be issued, the Issuer will, at its discretion, appoint either the relevant Dealer or the Agent or any other person to be the Calculation Agent in respect of such floating rate Notes. The prior consent of that Dealer, Agent or other person is required for this appointment.

(b) If a Dealer has agreed to be the Calculation Agent, its appointment as such shall be on the terms of the form of agreement set out in Schedule 5, and that Dealer will be deemed to have entered into an agreement in that form for a particular calculation if it is named as Calculation Agent in the redemption calculation attached to or endorsed on the relevant Note.

(c) If the Agent has agreed to be the Calculation Agent, its appointment shall be on the terms set out in the Agency Agreement.

(d) If the person who has agreed to act as Calculation Agent is not a Dealer or the Agent, that person shall execute (if it has not already done so) an agreement substantially in the form of the agreement set out in Schedule 5.

9. STATUS OF THE DEALERS AND THE ARRANGER

September 2015

The Arranger shall have only those duties, obligations and responsibilities expressly specified in this Agreement. Each of the Dealers agrees that the Arranger has only acted in an administrative capacity to facilitate the establishment and/or maintenance of the Programme and has no responsibility to it for:

(a) the adequacy, accuracy, completeness or reasonableness of any representation, warranty, undertaking, agreement, statement or information in the Information Memorandum, this Agreement or any information provided by it in connection with the Programme; or

(b) the nature and suitability to it of all legal, tax and accounting matters and all documentation in connection with the Programme or any Notes.

10. NOTICES

10.1 Written Communication

October 2020

Any communication to be made under this Agreement shall be made in writing and, unless otherwise agreed, be made by [fax,] letter, email [or by telephone (to be confirmed promptly by [fax,] letter or email)].

10.2 Delivery

(a) Any communication by letter shall be made to the intended recipient and marked for the attention of the person, or any one of them, at its relevant address and shall be deemed to have been made [upon delivery/when it has been left at that address or [•] Business Days after being deposited in the post in a correctly addressed and postage prepaid envelope].

September 2015

(b) [Any communication to be made by fax shall be made to the intended recipient and marked for the attention of the person, or any one of them, at its relevant fax number and shall be deemed to have been received when that fax communication has been received by the intended recipient in legible form.]

October 2020

(c) Any communication to be made by email shall be made to the intended recipient at the relevant email address from time to time designated by that party to the other parties for the purpose of this Agreement and shall be deemed to have been received when the email communication has been received by the intended recipient in legible form at the correct email address. *September 2015*

(d) [Any communication to be made by telephone shall be made to the intended recipient at the relevant telephone number from time to time designated by that party to the other parties for the purpose of this Agreement and shall be deemed to have been received when made provided that prompt confirmation of that communication is given by [fax,] letter or email.] *October 2020*

10.3 Contact details *September 2015*

For purposes of Clause 10.2 (Delivery), the relevant contact details of each party to this Agreement shall be as set out in the signatory pages to this Agreement, or as otherwise notified by any party to each other party to this Agreement.

10.4 Receipt *September 2015*

(a) A communication given under this Agreement but received on a non-Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place.

(b) [A communication under this Agreement to a Dealer will only be effective on actual receipt by that Dealer.]

10.5 Language *September 2015*

(a) Any notice given in connection with a Programme Agreement or Note must be in English.

(b) Any other document provided in connection with a Programme Agreement or Note must be:

(i) in English; or

(ii) if not in English, (unless the Dealers otherwise agree) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a constitutional, statutory or other official document.

11. PARTIAL INVALIDITY *September 2015*

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

12. REMEDIES AND WAIVERS

September 2015

No failure to exercise, nor any delay in exercising, on the part of any Dealer, any right or remedy under the Programme Agreements shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

13. COUNTERPARTS

September 2015

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

14. [RECOGNITION OF BAIL-IN POWERS

October 2020

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between [[*BRRD Party*] and [*Creditor or Counterparty of BRRD Party*]], [*Creditor or Counterparty of BRRD Party*] acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

(a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of [[*BRRD Party*] to [*Creditor or Counterparty of BRRD Party*]] under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

  (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

  (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of [*BRRD Party*] or another person, and the issue to or conferral on [*Creditor or Counterparty of BRRD Party*] of such shares, securities or obligations;

  (iii) the cancellation of the BRRD Liability;

  (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

(b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

Definitions

In this Clause 14:

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time.

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised.

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499.

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to [*BRRD Party*].]

[NB – this language is only relevant (1) at the point at which English law becomes third country law under the EU-UK Withdrawal Agreement although parties may wish to include it prior to that point and (2) to the extent that there are so-called "BRRD other liabilities" arising under the agreement]

15. [RECOGNITION OF RESOLUTION STAY RULES]

October 2020

[NB - Consider whether it is appropriate to include wording to address the U.S. resolution stay rules if this agreement involves U.S. GSIBs or their U.S. and non U.S. subsidiaries or U.S. subsidiaries, branches and agencies of non-U.S. GSIBs. If it is considered appropriate, suggested language for such provision is set out in the "ICMA Note on the U.S. QFC Stay Rules" dated 20 December 2018, available under the 2018 tab of the ICMA Other projects webpage: https://www.icmagroup.org/Regulatory-Policy-and-Market-Practice/other-projects/]

16. RIGHTS OF THIRD PARTIES

September 2015

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

17. GOVERNING LAW

October 2020

This Agreement, any agreement for a Note Transaction and the Notes and any non-contractual obligations arising out of or in connection with any of them are governed by, and shall be construed in accordance with, English law.

18. SUBMISSION TO JURISDICTION

18.1 Jurisdiction

September 2015

(a) Subject to paragraph (c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and any agreement for a Note Transaction (including a dispute regarding their existence, validity or termination and any dispute relating to any non-contractual obligations arising out of or in connection with this Agreement and any agreement for a Note Transaction) and each party submits to the exclusive jurisdiction of the English courts.

(b) Subject to paragraph (c) below, the parties to this Agreement agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary.

(c) To the extent allowed by law, a Dealer may take:

(i) proceedings in any other court with jurisdiction; and

(ii) concurrent proceedings in any number of jurisdictions.

18.2 [Service of process

September 2015

(a) The Issuer [and the Guarantor [(in each case,]] irrevocably appoints [ ] at [specify address] as its agent for service of process in any proceedings before the English courts in connection with any Programme Agreement.

(b) If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer [or the Guarantor (as the case may be)] must immediately appoint another agent on terms acceptable to the Dealers. Failing this, the Dealers may appoint another agent for this purpose.

(c) The Issuer [and the Guarantor each] agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings.

(d) This Clause 18 does not affect any other method of service allowed by law.]

[NB – include if the Issuer or Guarantor is not incorporated in England and Wales]

18.3 [**Waiver of immunity** *September 2015*

The Issuer [and the Guarantor each] irrevocably and unconditionally:

(a) agrees not to claim any immunity from proceedings brought by a Dealer against it in relation to a Programme Agreement or Note and to ensure that no such claim is made on its behalf;

(b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and

(c) waives all rights of immunity in respect of it or its assets.]

18.4 [**Waiver of trial by jury** *September 2015*

EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH ANY PROGRAMME AGREEMENT OR NOTE OR ANY TRANSACTION CONTEMPLATED BY ANY PROGRAMME AGREEMENT. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY COURT.]

[NB – include if a U.S. Issuer or Guarantor is involved]

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

CONDITION PRECEDENT DOCUMENTS

1.	Certified copies of the Issuer's [and the Guarantor's] constitutional documents.	*September 2015*
2.	Certified copies of all documents evidencing the internal authorisations required to be granted by the Issuer [and the Guarantor]: (a) approving the terms of, and the transactions contemplated by, the Notes and Programme Agreements [to which it is a party] and resolving that it execute the Notes and Programme Agreements [to which it is a party];[and] (b) authorising a specified person or persons to execute the Notes and Programme Agreements [to which it is a party] on its behalf[; and (c) authorising a specified person, or persons on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with Notes and Programme Agreements [to which it is a party]]. *[NB – delete 2(c) if this is not required by the Dealers]*	*October 2020*
3.	Certified copies of any governmental or other consents required for the issue of Notes and for the Issuer [and the Guarantor] to enter into, deliver and perform its obligations under the Notes and the Programme Agreements (as applicable).	*September 2015*
4.	Conformed copies of: (a) this Agreement, as executed; (b) the Agency Agreement, as executed; [and] (c) the Deed of Covenant, as executed[; and (d) the Guarantee, as executed].	*September 2015*
5.	A copy of: (a) the confirmation from the Agent that a duly executed engrossment of [each of] the Deed of Covenant [and the Guarantee] has been delivered to the Agent; (b) the confirmation from the Agent that the [relevant forms of Definitive Note have been security printed (if required by the Issuer), the] relevant forms of Global Note have been prepared and have been delivered to the Agent; and (c) the confirmation of acceptance of appointment from the agent for service of process.	*September 2015*

6. A legal opinion from: *September 2015*

(a) [legal adviser(s) acceptable to the Dealers qualified in the law of the jurisdiction of incorporation of the Issuer [and the Guarantor]; and]

(b) [•], English legal advisers to the Dealers.

[NB – delete 6(a) if the Issuer or Guarantor is incorporated in England and Wales]

7. The Information Memorandum. *September 2015*

8. A list of the names and titles and specimen signatures of the persons authorised: *September 2015*

(a) to sign on behalf of the Issuer [and the Guarantor (as applicable)] the Notes and the Programme Agreements [to which it is a party];

(b) to sign on behalf of the Issuer [and the Guarantor] all notices and other documents to be delivered in connection with the Programme Agreements and the Notes; and

(c) to take any other action on behalf of the Issuer [and the Guarantor] in relation to the euro-commercial paper programme established by the Programme Agreements.

9. Written confirmation that each of [Fitch, S&P and Moody's], respectively, has granted a rating for the Programme. *September 2015*

SCHEDULE 2

SELLING RESTRICTIONS

1. General

September 2015

Each Dealer represents and agrees that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes and it will not directly or indirectly offer, sell, resell, re offer or deliver Notes or distribute any Disclosure Document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

2. United States of America

September 2015

[Each Dealer understands that the Notes [and the Guarantee] have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except in accordance with Regulation S. Each Dealer represents and agrees that it has not offered or sold, and will not offer or sell, any Notes [and the Guarantee] constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S. Each Dealer represents and agrees that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Notes [and the Guarantee]. Terms used above have the meaning given to them by Regulation S.]

[NB – include this alternative for Category 1 offerings]

[Each Dealer understands that the Notes [and the Guarantee] have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S. Each Dealer represents and agrees that it has not offered or sold, and will not offer or sell, any Notes [and the Guarantee] constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S. Terms used above have the meaning given to them by Regulation S. Each Dealer also represents and agrees that it has offered and sold the Notes [and the Guarantee], and will offer and sell the Notes [and the Guarantee] (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date (the "**distribution compliance period**"), only in accordance with Rule 903 of Regulation S. Each Dealer agrees that, at or prior to confirmation of sale of Notes [and the Guarantee], it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes [and the Guarantee] from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U. S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Each Dealer also represents and agrees that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes [and the Guarantee], and that it and they have complied and will comply with the offering restrictions requirement of Regulation S. Terms used above have the meaning given to them by Regulation S.]

[NB – include this alternative for Category 2 offerings]

3. **The United Kingdom** *September 2015*

Each Dealer represents and agrees that:

(a)

(i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and

(ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Issuer;

[NB – delete this provision if the Issuer is an authorised person permitted to accept deposits or an exempt person under FSMA]

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any 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 Notes in circumstances in which section 21(1) of the FSMA [does not apply to the Issuer [or the Guarantor]]/[does not, or in the case of the [Issuer][Guarantor], would not, if it were not an "authorised person", apply to the [Issuer][Guarantor]]; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

4. **Japan** *September 2015*

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**"). Accordingly, each Dealer represents and agrees that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

[NB – this selling restriction should only be used where the Issuer is not a Japanese entity]

5. **[Singapore]** *October 2020*

[NB - see Appendix A13a of the ICMA Primary Market Handbook for a standard form of Singapore selling restriction]

6. **[Hong Kong]** *October 2020*

[NB - see Appendix A13a of the ICMA Primary Market Handbook for a standard form of Hong Kong selling restriction]

[NB – Additional selling restrictions to be inserted in respect of the jurisdiction of incorporation of the Issuer and any Guarantor, if not any of the above jurisdictions. Local counsel to the Issuer to advise as to the form of selling restrictions and any other relevant requirements. Additional selling restrictions may also be required for Notes denominated in certain currencies (e.g. CNY Notes)] *October 2020*

SCHEDULE 3

NOTIFICATION LETTER FOR AN INCREASE IN THE MAXIMUM AMOUNT

October 2020

[Letterhead of Issuer]

To: The Dealers referred to below

cc. [ ] (as "**Agent**")

cc. [ ] (as "**Arranger**")

[Date]

Dear Sirs

[ISSUER] as Issuer

[[GUARANTOR] as Guarantor]

[AMOUNT] euro-commercial paper programme

We refer to a dealer agreement dated [DATE (the "**Dealer Agreement**") between ourselves as Issuer[, [GUARANTOR] as Guarantor,] [DEALERS] as Dealers and the [ARRANGER] as Arranger relating to a [AMOUNT] euro-commercial paper programme. Terms used in the Dealer Agreement shall have the same meaning in this letter.

In accordance with Clause 2.7 (Increase in Maximum Amount) of the Dealer Agreement, we hereby notify each of the addressees listed above that the Maximum Amount is to be increased from [000,000,000] to [000,000,000] with effect from [ ], subject to delivery to the Dealers, the Arranger and the Agent of the following documents:

(a) a certificate from a duly authorised officer of the Issuer [and the Guarantor] confirming that no changes have been made to the constitutional documents of the Issuer [or the Guarantor] since the date of the Dealer Agreement or, if there has been a change, a certified copy of the constitutional documents currently in force;

(b) certified copies of all documents evidencing the internal authorisations and approvals required to be granted by the Issuer [and the Guarantor] for such an increase in the Maximum Amount;

(c) certified copies of [specify any applicable governmental or other consents required by the Issuer/Guarantor in relation to the increase];

(d) a list of names, titles and specimen signatures of the persons authorised to sign on behalf of the Issuer [and the Guarantor] all notices and other documents to be delivered in connection with such an increase in the Maximum Amount;

(e) [an updated or supplemental Information Memorandum reflecting the increase in the Maximum Amount of the Programme;]

(f) legal opinions from [Dealers' English law counsel and legal counsel in jurisdiction of the Issuer/Guarantor]; and

(g) confirmation that Fitch Ratings Limited; S&P Global Ratings Europe Limited and Moody's Investors Service Limited are maintaining their current ratings for the Programme.

Yours faithfully,

.....

for and on behalf of

[ISSUER]

SCHEDULE 4

DEALER ACCESSION LETTER

October 2020

[Letterhead of Issuer]

[Date]

To: [Name of Dealer]

cc.: [list all permanent Dealers]

cc.: [AGENT] as Agent

Dear Sirs

[ISSUER] as Issuer

[[GUARANTOR] as Guarantor]

[**AMOUNT**] **euro-commercial paper programme**

We refer to a dealer agreement dated [DATE] (the "**Dealer Agreement**") between ourselves as Issuer, [[GUARANTOR] as Guarantor,] [ARRANGER] as Arranger, [DEALERS] as Dealers relating to a [AMOUNT] euro-commercial paper programme. Terms used in the Dealer Agreement shall have the same meaning in this letter.

In accordance with Clause 7.2 (Appointment of Dealers) and upon the terms of the Dealer Agreement, we hereby appoint you as an Additional Dealer [for the Programme [with immediate effect] [with effect from [ ]]/[for the issue of [*description of issue*] [for the period • to •]]. [Copies of each of the condition precedent documents set out in Schedule 1 to the Dealer Agreement have been sent to you, as requested].

Please confirm acceptance of your appointment upon such terms by signing and returning to us the enclosed copy of this letter, whereupon you will, in accordance with Clause 7.2 (Appointment of Dealers) of the Dealer Agreement, become a party to the Dealer Agreement vested with all the authority, rights, powers, duties and obligations set out in that Clause 7.2.

Yours faithfully

.....

for and on behalf of

[ISSUER]

We hereby confirm acceptance of our appointment as a Dealer upon the terms of the Dealer Agreement referred to above. For the purposes of Clause 10 (Notices) of the Dealer Agreement our contact details are as follows:

[**NAME OF NEW DEALER**]

Address:

Telephone:

[Fax:]

Email:

Contact:

Dated: .....

Signed: .....

for [Name of new Dealer]

SCHEDULE 5

FORM OF CALCULATION AGENCY AGREEMENT

THIS AGREEMENT is made on [•] *September 2015*

BETWEEN:

(1) [**ISSUER**] as issuer (the "**Issuer**");

(2) [[**GUARANTOR**] as guarantor (the "**Guarantor**");] and

(3) [**CALCULATION AGENT**], as the Calculation Agent appointed pursuant to the terms hereof (the "**Calculation Agent**", which expression shall include any successor thereto).

WHEREAS: *September 2015*

(a) Under a dealer agreement (as amended, supplemented and/or restated from time to time, the "**Dealer Agreement**") dated [•] and made between, among others, the Issuer and the Dealer(s) referred to therein, and an issue and paying agency agreement (as amended, supplemented and/or restated from time to time, the "**Agency Agreement**") dated [•] and made between, among others, the Issuer and the agent[s] referred to therein, the Issuer established a euro commercial paper programme (the "**Programme**").

(b) The Dealer Agreement contemplates, *inter alia*, the issue under the Programme of floating rate notes and provides for the appointment of calculation agents in relation thereto. Each such calculation agent's appointment shall be on substantially the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION *September 2015*

(a) Terms not expressly defined herein shall have the meanings given to them in the Dealer Agreement or the Agency Agreement.

(b) Any reference in this Agreement to a statute, any provision thereof or to any statutory instrument, order or regulation made thereunder shall be construed as a reference to such statute, provision, statutory instrument, order or regulation as the same may have been, or may from time to time be, amended or re-enacted.

(c) "**Relevant Notes**" means such floating rate notes in respect of which the Calculation Agent is appointed.

2. APPOINTMENT OF CALCULATION AGENT *September 2015*

The Issuer appoints the Calculation Agent as its agent for the purpose of calculating the amount of interest in respect of the Relevant Notes upon the terms and subject to the conditions of this Agreement. The Calculation Agent accepts such appointment.

3. DETERMINATION AND NOTIFICATION

September 2015

(a) The Calculation Agent shall determine the amount of interest payable on, each Relevant Note in accordance with the redemption calculation applicable thereto.

(b) The Calculation Agent shall as soon as it has made its determination as provided for in paragraph (a) above (and, in any event, no later than the close of business on the date on which the determination is made) notify the Issuer and the Agent (if other than the Calculation Agent) of the amount of interest so payable.

4. STAMP DUTIES

September 2015

The Issuer will pay any stamp, registration and other similar taxes and duties (including any interest and penalties thereon or in connection therewith) payable in connection with the execution, delivery and performance of this Agreement.

5. INDEMNITY AND LIABILITY

September 2015

(a) The Issuer[, failing which the Guarantor,] shall indemnify and hold harmless on demand the Calculation Agent, on an after tax basis, against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur arising out of, in connection with or based upon the exercise of its powers and duties as Calculation Agent under this Agreement, except such as may result from its own negligence, default or bad faith or that of its officers, employees or agents.

(b) The Calculation Agent shall indemnify and hold harmless on demand the Issuer [and the Guarantor], on an after tax basis, against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur or which may be made against the Issuer as a result of or in connection with the appointment or the exercise of the powers and duties of the Calculation Agent under this Agreement resulting from the negligence, default or bad faith of the Calculation Agent or that of its officers, employees or agents.

(c) The Calculation Agent may, after prior written notice to the Issuer, consult as to legal matters with lawyers selected by it, who may be employees of, or lawyers to, the Issuer. If such consultation is made, the Calculation Agent shall be protected and shall incur no liability for action taken or not taken by it as Calculation Agent or suffered to be taken with respect to such matters in good faith (after consultation with the Issuer), without negligence and in accordance with the opinion of such lawyers, as addressed to both parties.

6. CONDITIONS OF APPOINTMENT

September 2015

The Calculation Agent[, the Guarantor] and the Issuer agree that its appointment will be subject to the following conditions:

(a) in acting under this Agreement, the Calculation Agent shall act as an independent expert and shall not assume any obligations towards or relationship of agency or trust for the Issuer or the owner or holder of any of the Relevant Notes or any interest therein;

(b) unless otherwise specifically provided in this Agreement, any order, certificate, notice, request, direction or other communication from the Issuer made or given under any provision of this Agreement shall be sufficient if signed or purported to be signed by a duly authorised employee of the Issuer;

(c) the Calculation Agent shall be obliged to perform only those duties which are set out in this Agreement;

(d) the Calculation Agent and its officers and employees, in its individual or any other capacity, may become the owner of, or acquire any interest in, any Relevant Notes with the same rights that the Calculation Agent would have if it were not the Calculation Agent hereunder; and

(e) all calculations and determinations made pursuant to this Agreement by the Calculation Agent shall (save in the case of manifest error) be binding on the Issuer, the Calculation Agent and (if other than the Calculation Agent) the holder(s) of the Relevant Notes and no liability to such holder(s) shall attach to the Calculation Agent in connection with the exercise by the Calculation Agent of its powers, duties or discretion under or in respect of the Relevant Notes in accordance with the provisions of this Agreement.

7. ALTERNATIVE APPOINTMENT

September 2015

If, for any reason, the Calculation Agent ceases to act as such or fails to comply with its obligations under Clause 3, the Issuer shall appoint the Agent as Calculation Agent in respect of the Relevant Notes.

8. [RECOGNITION OF BAIL-IN POWERS]

October 2020

[NB – consider whether it is appropriate to include recognition of bail-in language as per Clause 14 of the Dealer Agreement]

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

September 2015

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

10. GOVERNING LAW

September 2015

This Agreement and every agreement for the issue and purchase of Notes and any non-contractual obligations arising out of or in connection with any of them shall be governed by, and construed in accordance with, English law.

11. JURISDICTION

September 2015

(a) The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement and any dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) and each party submits to the exclusive jurisdiction of the English courts.

(b) The parties to this Agreement agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary.

(c) To the extent allowed by law, the Calculation Agent may take:

(i) proceedings in any other court with jurisdiction; and

(ii) concurrent proceedings in any number of jurisdictions.

12. [SERVICE OF PROCESS

September 2015

(a) The Issuer irrevocably appoints [ ] as its agent under this Agreement for service of process in any proceedings before the English courts in connection with this Agreement.

(b) If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer must immediately appoint another agent on terms acceptable to the Calculation Agent. Failing this, the Calculation Agent may appoint another agent for this purpose.

(c) The Issuer agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings.

(d) This Clause does not affect any other method of service allowed by law.]

[NB – include if the Issuer or Guarantor is not incorporated in England and Wales]

13. PARTIAL INVALIDITY

September 2015

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

14. COUNTERPARTS

September 2015

This Agreement may be signed in any number of counterparts. This has the same effect as if the signatures on the counterpart were on a single copy of this Agreement.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

[**ISSUER**]

By: .....

[[**GUARANTOR**]

By: .....]

[**NAME OF CALCULATION AGENT**]

By: .....

SIGNATORIES

The Issuer

[ISSUER]

By:

Address: [ ]

Telephone: [ ]

Email: [ ]

[Fax: [ ]]

Contact: [ ]

[**The Guarantor**

[GUARANTOR]

By:

Address: [ ]

Telephone: [ ]

Email: [ ]

[Fax: [ ]]

Contact: [ ]]

The Arranger

[ARRANGER]

By:

Address: [ ]

Telephone: [ ]

Email: [ ]

[Fax: [ ]]

Contact: [ ]

The Dealers

[DEALERS]

By:

Address: [ ]

Telephone: [ ]

Email: [ ]

[Fax: [ ]]

Contact: [ ]

Part II - ICMA Standard Form Information Memorandum

September 2015

Information Memorandum dated [•]

[**LOGO**]

[**ISSUER'S NAME**]

[**guaranteed by**]

[**GUARANTOR'S NAME**]

[**U.S.$**]/[€]/[£][•]**,000,000**

EURO-COMMERCIAL PAPER PROGRAMME

Arranger

[•]

Dealers

[•]

IMPORTANT NOTICE

October 2020

This Information Memorandum (together with any supplementary information memorandum and information incorporated herein by reference, the "**Information Memorandum**") contains summary information provided by [•] (the "**Issuer**")[and [•] (the "**Guarantor**")] in connection with a euro-commercial paper programme (the "**Programme**") under which the Issuer may issue and have outstanding at any time euro-commercial paper notes (the "**Notes**") up to a maximum aggregate amount of [U.S.$]/[€]/[£][•],000,000 or its equivalent in alternative currencies. Under the Programme, the Issuer may issue Notes outside the United States pursuant to Regulation S ("**Regulation S**") of the United States Securities Act of 1933, as amended (the "**Securities Act**") [which will have the benefit of a deed of guarantee dated [•] and entered into by the Guarantor (the "**Guarantee**")]. The Issuer[and the Guarantor] [has]/[have], pursuant to a dealer agreement dated [•] (the "**Dealer Agreement**"), appointed [•] as arranger for the Programme (the "**Arranger**"), appointed [*Names of Dealers*] as dealers for the Notes (together with any further dealers appointed under the Programme from time to time pursuant to the Dealer Agreement, the "**Dealers**") and authorised and requested the Dealers to circulate the Information Memorandum in connection with the Programme on their behalf to purchasers or potential purchasers of the Notes.

October 2020

THE NOTES[AND THE GUARANTEE] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 AS AMENDED (THE "SECURITIES ACT") OR ANY U.S. STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES [OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")) ("U.S. PERSONS")][1] UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.

September 2015

The Notes [and the Guarantee] have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Information Memorandum or confirmed the accuracy or determined the adequacy of the information contained in this Information Memorandum. Any representation to the contrary is unlawful.

The Issuer[and the Guarantor] [has]/[have] confirmed to the Arranger and the Dealers that the information contained or incorporated by reference in the Information Memorandum is true and accurate in all material respects and not misleading in any material respect and that there are no other facts the omission of which makes the Information Memorandum as a whole or any such information contained or incorporated by reference therein misleading in any material respect. *October 2020*

None of the Issuer[, the Guarantor], the Arranger, or the Dealers accept any responsibility, express or implied, for updating the Information Memorandum and neither the delivery of the Information Memorandum nor any offer or sale made on the basis of the information in the Information Memorandum shall under any circumstances create any implication that the Information Memorandum is accurate at any time subsequent to the date thereof with respect to the Issuer[or the Guarantor] or that there has been no change in the business, financial condition or affairs of the Issuer[or the Guarantor] since the date thereof. *October 2020*

No person is authorised by the Issuer[or the Guarantor] to give any information or to make any representation not contained in the Information Memorandum and any information or representation not contained therein must not be relied upon as having been authorised. *September 2015*

Neither the Arranger nor any Dealer has independently verified the information contained in the Information Memorandum. Accordingly, no representation or warranty or undertaking (express or implied) is made, and no responsibility or liability is accepted by the Arranger or the Dealers as to the authenticity, origin, validity, accuracy or completeness of, or any errors in or omissions from, any information or statement contained in the Information Memorandum or in or from any accompanying or subsequent material or presentation. *September 2015*

The information contained in the Information Memorandum is not and should not be construed as a recommendation by the Arranger, the Dealers, the Issuer[or the Guarantor] that any recipient should purchase Notes. Each such recipient must make and shall be deemed to have made its own independent assessment and investigation of the financial condition, affairs and creditworthiness of the Issuer[and the Guarantor] and of the Programme as it may deem necessary and must base any investment decision upon such independent assessment and investigation and not on the Information Memorandum. *September 2015*

Neither the Arranger nor any Dealer undertakes to review the business or financial condition or affairs of the Issuer[or the Guarantor] during the life of the Programme, nor undertakes to advise any recipient of the Information Memorandum of any information or change in such information coming to the Arranger's or any Dealer's attention. *September 2015*

Neither the Arranger nor any of the Dealers accepts any liability in relation to this Information Memorandum or its distribution by any other person. This Information Memorandum does not, and is not intended to, constitute an offer or invitation to any person to purchase Notes. The distribution of this Information Memorandum and the offering for sale of Notes or any interest in such Notes or any rights in respect of such Notes, in certain jurisdictions, may be restricted by law. Persons obtaining this Information Memorandum or any Notes or any interest in such Notes or any rights in respect of such Notes are required by the Issuer,[the Guarantor,] the Arranger and the Dealers to inform themselves about and to observe any such restrictions. In particular, but without limitation, such persons are required to comply with the restrictions on offers or sales of Notes and on distribution of this Information Memorandum and other information in relation to the Notes, the Issuer[and the Guarantor] set out under "Selling Restrictions" below.

September 2015

No application will be made at any time to list the Notes on any stock exchange. A communication of an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received in connection with the issue or sale of any Notes will only be made in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer[or the Guarantor].

September 2015

[Singapore SFA Product Classification][2]

October 2020

[**MIFID II product governance / Professional investors and Eligible Counterparties only target market** – Solely for the purposes of the [Issuer's]/[Guarantor's/[Issuer's and Guarantor's] product approval process in respect of a particular Note issue, the target market assessment in respect of any of the Notes to be issued off [this Programme][*insert details of ECP programme*] has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the [Issuer's]/[Guarantor's/[Issuer's and Guarantor's] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the [Issuer's]/[Guarantor's/[Issuer's and Guarantor's] target market assessment) and determining appropriate distribution channels.][3]

October 2020

[Solely by virtue of appointment [as Arranger or] Dealer[, as applicable,] on this Programme, neither the[Arranger nor the] Dealers nor any of their respective affiliates will be a manufacturer for the purpose of EU Delegated Directive 2017/593.][4]

October 2020

Tax

No comment is made, and no advice is given by the Issuer,[the Guarantor,] the Arranger or any Dealer in respect of taxation matters relating to the Notes and each investor is advised to consult its own professional adviser. *December 2015*

Interpretation

In the Information Memorandum, references to "euros" and "€'' are to the lawful currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time; references to "Sterling" and "£" are to pounds sterling; references to "U.S. Dollars" and "U.S.$" are to United States dollars[; references to "JPY" and "¥" are to Japanese Yen;][references to "CHF" are to Swiss francs;][references to "CNY" are to the lawful currency of the People's Republic of China;][references to "AUD" are to Australian dollars;][references to "CAD" are to Canadian dollars;] [references to "NZD" are to New Zealand dollars][and] [references to "HKD" are to Hong Kong dollars]. [*Add additional currencies as appropriate*] *October 2020*

Where the Information Memorandum refers to the provisions of any other document, such reference should not be relied upon and the document must be referred to for its full effect. *September 2015*

A reference in the Information Memorandum to an agreement or document entered into in connection with the Programme shall be to such agreement or document as amended, novated, restated, superseded or supplemented from time to time. *October 2020*

Documents Incorporated By Reference

The most recently published audited financial statements of the Issuer[and the Guarantor] and any subsequently published interim financial statements (whether audited or unaudited) of the Issuer[and the Guarantor] (including the notes and auditors' report in respect thereof) shall be deemed to be incorporated in, and to form part of, this Information Memorandum. [*Add additional documents as appropriate*] *October 2020*

Any statement contained in a document incorporated by reference into this Information Memorandum or contained in any supplementary information memorandum or in any document incorporated by reference therein shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede earlier statements contained in this Information Memorandum or in a document which is incorporated by reference in this Information Memorandum. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum. *September 2015*

Except as provided above, no other information, including information on the web sites of the Issuer[or Guarantor,] is incorporated by reference into this Information Memorandum. *September 2015*

Each Dealer will, following receipt of such documentation from the Issuer[or the Guarantor], provide to each person to whom a copy of this Information Memorandum has been delivered, upon request of such person, a copy of any or all the documents incorporated herein by reference unless such documents have been modified or superseded as specified above. Written requests for such documents should be directed to the relevant Dealer at its office as set out at the end of this Information Memorandum. *October 2020*

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TERMS AND CONDITIONS

Issuer:	[•]	*October 2020*
Issuer Legal Entity Identifier ("LEI"):	[•]	*October 2020*
[**Guarantor:**	[•]]	*October 2020*
[**Guarantor LEI**	[•]]	*October 2020*
Arranger:	[•]	*September 2015*
Dealers:	[•]	*September 2015*
Agent:	[•]	*October 2020*
Maximum Amount of the Programme:	The outstanding principal amount of the Notes will not exceed [U.S.$]/[€]/[£][•],000,000 (or its equivalent in other currencies) at any time. The maximum amount of the Programme may be increased from time to time in accordance with the Dealer Agreement.	*October 2020*
[**Guarantee:**	The Notes have the benefit of the Guarantee]	*September 2015*
Ratings:	[The Programme has been assigned ratings by [and]] [Notes issued under the Programme have been assigned ratings by] [Fitch Ratings Ltd.] [,] [Moody's Investors Service Ltd.] [,] [S&P Global Ratings Europe Limited] [and] [DBRS Limited]. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the relevant rating agency.	*October 2020*
Form of the Notes:	The Notes will be in bearer form. The Notes will initially be in global form ("**Global Notes**"). A Global Note will be exchangeable into definitive notes ("**Definitive Notes**") only in the circumstances set out in that Global Note.	*September 2015*

Delivery:	Global Notes will be deposited with a common depository for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") or with any other clearing system[5]. Account holders will, in respect of Global Notes, have the benefit of a Deed of Covenant dated [•] (the "**Deed of Covenant**"), copies of which may be inspected during normal business hours at the specified office of the Agent. Definitive Notes (if any are printed) will be available in London for collection or for delivery to Euroclear, Clearstream, Luxembourg or any other recognised clearing system.	*October 2020*
Currencies:	[Notes may be denominated in euros, U.S. Dollars, [JPY,] Sterling, [CHF,], [CNY], [AUD], [CAD], [NZD], [HKD] or any other currency subject to compliance with any applicable legal and regulatory requirements.]	*October 2020*
Term of Notes:	The tenor of the Notes shall be not less than one day or more than [364] days from and including the date of issue, to (but excluding) the maturity date, subject to compliance with any applicable legal and regulatory requirements.	*September 2015*
Denomination of the Notes:	Notes may have any denomination, subject to compliance with any applicable legal and regulatory requirements. The initial minimum denominations for Notes are [US$500,000], [€500,000], [£100,000], [¥100,000,000], [CHF500,000], [CNY1,000,000], [AUD1,000,000], [CAD500,000], [NZD1,000,000] [and HKD2,000,000]. The minimum denominations of Notes denominated in other currencies will be in accordance with any applicable legal and regulatory requirements. Minimum denominations may be changed from time to time.	*September 2015*
Listing:	The Notes will not be listed on any stock exchange.	*September 2015*
Yield Basis:	The Notes may be issued at a discount[or at a premium] or may bear fixed[or floating] rate interest.	*September 2015*
Redemption:	The Notes will be redeemed as specified in the Notes.	*September 2015*

Status of the Notes:	The Issuer's obligations under the Notes will rank at least *pari passu* with all present and future unsecured and unsubordinated obligations of the Issuer other than obligations mandatorily preferred by law applying to companies generally.	*September 2015*
[**Status of the Guarantee:**	The Guarantor's obligations under the Guarantee rank and will rank at least *pari passu* with all present and future unsecured and unsubordinated obligations of the Guarantor other than obligations mandatorily preferred by law applying to companies generally.]	*September 2015*
Selling Restrictions:	Offers and sales of Notes and the distribution of this Information Memorandum and other information relating to the Issuer[, the Guarantor] and the Notes are subject to certain restrictions, details of which are set out under "Selling Restrictions" below.	*September 2015*
Taxes:	All payments in respect of the Notes[and the Guarantee] shall be made without withholding or deduction for or on account of any taxes imposed by [*Issuer jurisdiction*][or [*Guarantor jurisdiction*]], unless such withholding or deduction is required by law. If such withholding or deduction is required by law, the Issuer[or the Guarantor, as the case may be,] shall, subject to certain exceptions, be required to pay such additional amounts as shall result in receipt by the holder of such amounts as would have been received by it had no such withholding or deduction been required.	*September 2015*
Governing Law:	The Notes[and the Guarantee] and any non-contractual obligations arising out of or in connection with them will be governed by and construed in accordance with English law.	*September 2015*

DESCRIPTION OF THE ISSUER[AND GUARANTOR]

[*A brief description of the Issuer,[the Guarantor,] its group and its business activities should be prepared by the Issuer[and/or the Guarantor] and inserted here*]

September 2015

SELLING RESTRICTIONS

[*To conform with Dealer Agreement restrictions*]

1 **General** *September 2015*

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes and it will not directly or indirectly offer, sell, resell, re offer or deliver Notes or distribute the Information Memorandum, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

2 **United States of America** *September 2015*

[The Notes [and the Guarantee] have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except in accordance with Regulation S. Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it has not offered or sold, and will not offer or sell, any Notes [and the Guarantee] constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S. Accordingly, each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that neither it, nor any of its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Notes [and the Guarantee]. Terms used in this paragraph have the meanings given to them by Regulation S.][6]

OR

[The Notes [and the Guarantee] have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S. Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it has not offered or sold, and will not offer or sell, any Notes [and the Guarantee] constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S.

Each Dealer has also represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it has offered and sold the Notes [and the Guarantee], and will offer and sell the Notes [and the Guarantee] (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date (the "**distribution compliance period**"), only in accordance with Rule 903 of Regulation S.

Each Dealer has also agreed (and each further Dealer appointed under the Programme will be required to agree) that, at or prior to confirmation of sale of Notes[and the Guarantee], it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes [and the Guarantee] from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that neither it, nor its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes[and the Guarantee], and that it and they have complied and will comply with the offering restrictions requirement of Regulation S.

Terms used above have the meanings given to them by Regulation S][7].

3 **The United Kingdom**

September 2015

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that:

(a) [(i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and

(ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Issuer;][8]

(b) 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 Notes in circumstances in which section 21(1) of the FSMA [does not apply to the Issuer[or the Guarantor]]/[does not, or in the case of the [Issuer][Guarantor], would not, if it were not an "authorised person", apply to the [Issuer][Guarantor]]; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

4 **Japan**[9] *September 2015*

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; (the "**FIEA**"). Accordingly, each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other applicable laws, regulations and ministerial guidelines of Japan.

5. **[Singapore** *October 2020*

If applicable, see Appendix A13a of the ICMA Primary Market Handbook for a standard form of Singapore selling restriction.]

6. **[Hong Kong** *October 2020*

If applicable, see Appendix A13a of the ICMA Primary Market Handbook for a standard form of Hong Kong selling restriction.]

[Additional selling restrictions to be inserted in respect of the jurisdiction of incorporation of the Issuer and any Guarantor, if not any of the above jurisdictions. Local counsel to the Issuer to advise as to the form of selling restrictions and any other relevant requirements. Additional selling restrictions may also be required for Notes denominated in certain currencies (e.g. CNY Notes)] *October 2020*

FORMS OF NOTES

[*To be taken from the Schedule to the Agency Agreement once agreed by all parties*]

September 2015

October 2020

PROGRAMME PARTICIPANTS

ISSUER

[**NAME OF ISSUER**]

[Address of Issuer]

Telephone No.: [•]

[Facsimile No.: [•]]

Email: [•]

Attention: [•]

[**GUARANTOR**

[**NAME OF GUARANTOR**]

[Address of Guarantor]

Telephone No.: [•]

[Facsimile No.: [•]]

Email: [•]

Attention: [•]]

ARRANGER

[**NAME OF ARRANGER**]

[Address of Arranger]

Telephone No.: [•]

[Facsimile No.: [•]]

Email: [•]

Attention: [•]

DEALERS

[**NAME OF DEALER**]

[Address of Dealer]

Telephone No.: [•]

[Facsimile No.: [•]]

Email: [•]

Attention: [•]

THE AGENT

[**Name of Agent**]

[Address of Agent]

Telephone No.: [•]

[Facsimile No.: [•]]

Email: [•]

Attention: [•]

Notes to ICMA Standard Form Information Memorandum

1.	*Only include if Category 2.*	*September 2015*
2.	*Where the Notes may be offered into Singapore, include a legend setting out the Issuer's notification with respect to the product classification of the Notes under Section 309B of the Securities and Futures Act (Chapter 289) of Singapore and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore.*	*October 2020*
3.	*Consider including this text where the ECP issuer is a MiFID II firm (and therefore a "manufacturer") or where the guarantor considers itself to be a "manufacturer". For further guidance, please see the ICMA paper "MiFID II product governance and ECP" dated 21 February 2018, available on the ICMA MiFID II/R in primary markets webpage: https://www.icmagroup.org/Regulatory-Policy-and-Market-Practice/Primary-Markets/primary-market-topics/mifid-ii-r-in-primary-markets/*	*October 2020*
4.	*Include this text where ECP dealers conclude that they are not "manufacturers" for product governance purposes. For further guidance, please see the ICMA paper "MiFID II product governance and ECP" dated 21 February 2018, available on the ICMA MiFID II/R in primary markets webpage: https://www.icmagroup.org/Regulatory-Policy-and-Market-Practice/Primary-Markets/primary-market-topics/mifid-ii-r-in-primary-markets/*	*October 2020*
5.	*Documentation only caters for clearance though Euroclear and Clearstream. If the Programme needs to have the flexibility of issuing CNY denominated Notes to clear through the CMU in Hong Kong, additional provisions will be required.*	*September 2015*
6.	*This selling restriction should be used for Category 1 offerings.*	*September 2015*
7.	*This selling restriction should be used for Category 2 offerings.*	*September 2015*
8.	*Delete if the Issuer is an authorised person permitted to accept deposits or an exempt person under FSMA.*	*September 2015*
9.	*This selling restriction should only be used where the Issuer is not a Japanese entity.*	*September 2015*

Part III - ICMA Standard Form of Multicurrency Bearer Permanent Global Note

Form of Multicurrency Bearer Permanent Global Note

(Interest Bearing/Discounted/[Premium])

October 2020

October 2020

[THE SECURITIES REPRESENTED BY THIS GLOBAL NOTE [AND THE GUARANTEE] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR ANY U.S. STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE SECURITIES OF THE TRANCHE OF WHICH THIS SECURITY FORMS PART.][1]

September 2015

[Purchasers of Renminbi denominated Notes should note that the Renminbi is not a freely convertible currency. All payments in respect of Renminbi denominated Notes will be made solely by transfer to a Renminbi bank account maintained outside of the PRC (as defined below) in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in another currency or by bank transfer to a bank account in the PRC). In addition, there can be no assurance that access to Renminbi funds for the purposes of making payments on Renminbi denominated Notes or generally may not remain or become restricted. For these purposes the "**PRC**" means the People's Republic of China (excluding Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), the Macau Special Administrative Region of the People's Republic of China and Taiwan).][2]

October 2020

[**NAME OF ISSUER**]

(Incorporated in [ ])
Issuer LEI: [•]

[**guaranteed by**

[**NAME OF GUARANTOR**]]

(Incorporated in [ ])]
Guarantor LEI: [•]

ISIN: _____

Issue Date: _____

Maturity Date[3]: _____

Specified Currency: _____

Nominal Amount: _____
(words and figures if a Sterling denominated Note)

Reference Rate: _____ month LIBOR[4]/EURIBOR/CNH HIBOR[OTHER][5]: _____

Interest Payment Date(s): _____

Reference Rate Screen Page:[6] _____

Interest Determination Date:[6] _____

Relevant Time:[6] _____

Day Count Fraction:[6] _____

Fixed Interest Rate:[7] _____% per annum

Margin:[8] _____%

Calculation Agent:[9] _____

1. For value received, [***NAME OF ISSUER***] (the "**Issuer**") promises to pay to the bearer of this Global Note on the Maturity Date the Nominal Amount, together with interest thereon at the rate and at the times (if any) specified herein. *September 2015*

All such payments shall be made in accordance with an issue and paying agency agreement dated [*date*] (as amended, restated or supplemented from time to time, the "**Agency Agreement**") between the Issuer[, the Guarantor] and the issue and paying agent referred to therein, a copy of which is available for inspection at the office[s] of [ ] (the "**Agent**") at [*Address*], and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Global Note at the office[s] of the Agent referred to above by transfer to an account denominated in the Specified Currency maintained by the bearer with (i) a bank in the principal financial centre in the country of the Specified Currency or, (ii) if this Global Note is denominated or payable in euro by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with, a bank in the principal financial centre of any member state of the European Union or, (iii) if this Global Note is denominated or payable in Renminbi, to a Renminbi account maintained in accordance with the applicable laws and regulations at such bank in [Hong Kong][10]. *October 2020*

[Notwithstanding the foregoing, presentation and surrender of this Global Note shall be made outside the United States and no amount shall be paid by transfer to an account in the United States, or mailed to an address in the United States. In the case of a Global Note denominated in U.S. dollars, payments shall be made by transfer to an account denominated in U.S. Dollars in the principal financial centre of any country outside of the United States that the Issuer or Agent so chooses.] *October 2020*

2. This Global Note is issued in representation of an issue of Notes in the aggregate Nominal Amount. *September 2015*

3. All payments in respect of this Global Note by or on behalf of the Issuer [or the Guarantor][11] shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed by or on behalf of the Issuer's [and/or the Guarantor's] taxing jurisdiction[s][as applicable] or any political subdivision or taxing authority of or in any of the foregoing ("**Taxes**"), unless the withholding or deduction of Taxes is required by law. In that event, the Issuer [or, as the case may be, the Guarantor] shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Global Note after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Global Note is presented for payment: *October 2020*

(a) by or on behalf of a holder which is liable to such Taxes by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Global Note; or *September 2015*

(b) more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this Global Note on the last day of such period of 15 days. *September 2015*

4. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day (unless that date falls more than 364 days after the Issue Date[12], in which case payment shall be made on the immediately preceding Payment Business Day) and neither the bearer of this Global Note nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment. *September 2015*

As used in this Global Note:

"**Payment Business Day**" means any day other than a Saturday or Sunday which is either (i) if the above-mentioned Specified Currency is any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars, New Zealand dollars or Renminbi, shall be Sydney, Auckland or [Hong Kong][13] respectively or (ii) if the Specified Currency is euro, a day which is a TARGET Business Day; and *September 2015*

"**TARGET Business Day**" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System or any successor thereto, is operating credit or transfer instructions in respect of payments in euro. *October 2020*

Provided that if the Agent determines with the agreement of the Issuer that the market practice in respect of euro denominated internationally offered securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Agent shall procure that a notice of such amendment is published in accordance with paragraph 13 not less than 15 days prior to the date on which any payment in euro falls due to be made in such manner as the Agent may determine. *October 2020*

5. The payment obligation of the Issuer represented by this Global Note constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking at least *pari passu* with all present and future unsecured and unsubordinated obligations of the Issuer other than obligations mandatorily preferred by law applying to companies generally. *September 2015*

6. This Global Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous bearer hereof. *September 2015*

7. This Global Note is issued in respect of an issue of Notes of the Issuer and is exchangeable in whole (but not in part only) for duly executed and authenticated bearer Notes in definitive form (whether before, on or, subject as provided below, after the Maturity Date): *September 2015*

(a) if one or both of Euroclear Bank SA/NV and Clearstream Banking S.A. or any other relevant clearing system(s) in which this Global Note is held at the relevant time is closed for business for a continuous period of 14 days or more (other than by reason of weekends or public holidays, statutory or otherwise) or if any such clearing system announces an intention to, or does in fact, permanently cease to do business; or *October 2020*

(b) if default is made in the payment of any amount payable in respect of this Global Note. *September 2015*

Upon presentation and surrender of this Global Note during normal business hours to the Issuer at the offices of the Agent (or to any other person or at any other office outside the United States as may be designated in writing by the Issuer to the bearer), the Agent shall authenticate and deliver, in exchange for this Global Note, bearer definitive notes denominated in the Specified Currency in an aggregate nominal amount equal to the Nominal Amount of this Global Note. *October 2020*

8. If, upon any such event and following such surrender, definitive Notes are not issued in full exchange for this Global Note before 5.00 p.m. (London time) on the thirtieth day after surrender, this Global Note (including the obligation hereunder to issue definitive notes) will become void and the bearer will have no further rights under this Global Note (but without prejudice to the rights which the bearer or any other person may have under a Deed of Covenant dated [*date*] (as amended, restated or supplemented as of the date of issue of the Notes) entered into by the Issuer). *October 2020*

9. [This Global Note has the benefit of a guarantee issued by [*NAME OF GUARANTOR*] on [ ], copies of which are available for inspection during normal business hours at the office[s] of the Agent referred to above.] *October 2020*

10. If this is an interest bearing Global Note, then:

(a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Global Note falling due for payment prior to the Maturity Date remains unpaid on the fifteenth day after falling so due, the Nominal Amount shall be payable on such fifteenth day; *September 2015*

(b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Note, the Schedule hereto shall be duly completed by the Agent to reflect such payment; and *October 2020*

(c) if no Interest Payment Dates are specified on this Global Note, the Interest Payment Date shall be the Maturity Date. *September 2015*

11. If this is a fixed rate interest bearing Global Note, interest shall be calculated on the Nominal Amount as follows: *September 2015*

(a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling or Renminbi, 365 days at the Fixed Interest Rate with the resulting figure being rounded to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and *September 2015*

(b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an "**Interest Period**" for the purposes of this paragraph. *September 2015*

12. If this is a floating rate interest bearing Global Note, interest shall be calculated on the Nominal Amount as follows: *September 2015*

(a) in the case of a Global Note which specifies LIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of LIBOR and the Margin (if any) above or below LIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling, 365 days. *September 2015*

As used in this Global Note:

"**LIBOR**" shall be equal to the rate defined as "LIBOR-BBA"[14] in respect of the Specified Currency (as defined in the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced as at the date of this Global Note, (the "**ISDA Definitions**")) as at 11.00 a.m. (London time) or as near thereto as practicable on the second London Banking Day before the first day of the relevant Interest Period or, if this Global Note is denominated in Sterling, on the first day thereof (a "**LIBOR Interest Determination Date**"), as if the Reset Date (as defined in the ISDA Definitions) was the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) was the number of months specified on the face of this Global Note in relation to the Reference Rate; and *October 2020*

"**London Banking Day**" shall mean a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London; *September 2015*

(b) in the case of a Global Note which specifies EURIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of EURIBOR and the Margin (if any) above or below EURIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days. *September 2015*

As used in this Global Note, "**EURIBOR**" shall be equal to EUR-EURIBOR-Reuters[14] (as defined in the ISDA Definitions) as at 11.00 a.m. (Brussels time) or as near thereto as practicable on the second TARGET Business Day before the first day of the relevant Interest Period (a "**EURIBOR Interest Determination Date**"), as if the Reset Date (as defined in the ISDA Definitions) was the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) was the number of months specified on the face of this Global Note in relation to the Reference Rate; *October 2020*

(c) in the case of a Global Note which specifies CNH HIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of CNH HIBOR and the Margin (if any) above or below CNH HIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 365 days. *September 2015*

As used in this Global Note:

"**CNH HIBOR**" shall be equal to the CNH-HIBOR-TMA[14] (as defined in the ISDA Definitions) as 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that such rate will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. or as near thereto as practicable on the second Hong Kong Banking Day before the first day of the relevant Interest Period (a "**CNH HIBOR Interest Determination Date**"), as if the Reset Date (as defined in the ISDA Definitions) was the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) was the number of months specified on the face of this Global Note in relation to the Reference Rate; and *October 2020*

"**Hong Kong Banking Day**" shall mean a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Hong Kong; *September 2015*

(d) in the case of a Global Note which specifies any other Reference Rate on its face, the Rate of Interest will be the aggregate of such Reference Rate and the Margin (if any) above or below such Reference Rate. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the Day Count Fraction specified hereon. As used in this Global Note, the Reference Rate shall be equal to the Reference Rate which appears on the relevant Reference Rate Screen Page as at the Relevant Time on the Interest Determination Date as each such term is specified hereon;[15] *October 2020*

(e) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date or 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date or 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the CNH HIBOR rate will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. on each CNH HIBOR Interest Determination Date or at the Relevant Time on each other specified Interest Determination Date (as the case may be), determine the Rate of Interest and calculate the amount of interest payable (the "**Amount of Interest**") for the relevant Interest Period. "**Rate of Interest**" means the rate which is determined in accordance with the provisions of paragraph 12 (a), (b), (c) or (d) (as the case may be). The Amount of Interest payable per Note shall be calculated by applying the Rate of Interest to the Nominal Amount, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Global Note is denominated in Sterling or Renminbi, by 365 or the relevant Day Count Fraction and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); *October 2020*

(f) if the Calculation Agent is unable to determine the Rate of Interest for CNH HIBOR, in accordance with the provisions of subparagraph (c) above, or any other Rate of Interest, in accordance with the provisions of subparagraph (d) above, for an Interest Period, the Rate of Interest for CNH HIBOR or the relevant Rate of Interest calculated in accordance with subparagraph (d) above (as the case may be) for such Interest Period shall be the Rate of Interest for CNH HIBOR or the relevant Rate of Interest calculated accordance with subparagraph (d) above (as the case may be) in effect for the last preceding Interest Period to which subparagraph (c) or (d) above shall have applied;[14,15] *October 2020*

(g) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an "**Interest Period**" for the purposes of this paragraph; and *September 2015*

(h) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published in accordance with paragraph 13 as soon as practicable after the determination of the Rate of Interest. *October 2020*

13. Notices to holders will be delivered to the clearing system(s) in which this Global Note is held or, if this Global Note has been exchanged for bearer definitive Notes pursuant to paragraph 7, will be published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*). Any such notice shall be deemed to have been given on the date of such delivery or publication. *October 2020*

14. The determination of an applicable Rate of Interest and/or Amount of Interest by the Calculation Agent for any Interest Period pursuant to paragraph 12 shall (in the absence of manifest error) be final and binding upon the Issuer[, the Guarantor] and the bearer of this Global Note. *October 2020*

15. If the proceeds of this Global Note are accepted in the United Kingdom, the Nominal Amount shall be not less than £100,000 (or the equivalent in any other currency). *September 2015*

16. Instructions for payment must be received at the office[s] of the Agent referred to above together with this Global Note as follows: *October 2020*

(a) if this Global Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars, Renminbi or Japanese Yen, at least two Business Days prior to the relevant payment date; *September 2015*

(b) if this Global Note is denominated in United States dollars, Canadian dollars, Swiss francs, euro or Sterling, at least one Business Day prior to the relevant payment date; and *September 2015*

(c) in all other cases, at least two Business Days prior to the relevant payment date. *September 2015*

As used in this paragraph, "**Business Day**" means:

(i) a day other than a Saturday or Sunday on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London; and *September 2015*

(ii) in the case of payments in euro, a TARGET Business Day, in the case of payments in Renminbi a day on which commercial banks are open for general business (including clearing and settlement of Renminbi) in Hong Kong, and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the Specified Currency. *October 2020*

17. This Global Note shall not be validly issued unless manually [or electronically][16] authenticated by [*Agent*] as issue and paying agent. *October 2020*

18. This Global Note and any non-contractual obligations arising from or connected with it are governed by, and shall be construed in accordance with, English law. *September 2015*

The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Global Note and any non-contractual obligations arising from or connected with it (including a dispute regarding the existence, validity or termination of this Global Note). The Issuer agrees, and [each of the Guarantor and] the bearer of this Global Note [is/are] deemed to agree, that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary. *October 2020*

The Issuer (if not incorporated in England and Wales) irrevocably appoints [ ] at [*specify address*] as its agent for service of process in any proceedings before the English courts in connection with this Global Note. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer will appoint another agent, and failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Agent. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This paragraph 18 does not affect any other method of service allowed by law. *October 2020*

[The Issuer irrevocably and unconditionally, agrees not to claim any immunity from proceedings brought by the bearer against it in relation to this Global Note and to ensure that no such claim is made on its behalf, consents generally to the giving of any relief or the issue of any process in connection with those proceedings, and waives all rights of immunity in respect of it or its assets.] *September 2015*

THE ISSUER WAIVES AND [EACH OF THE GUARANTOR AND] THE BEARER OF THE GLOBAL NOTE SHALL BE DEEMED TO WAIVE ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH THIS GLOBAL NOTE OR ANY TRANSACTION CONTEMPLATED BY THIS GLOBAL NOTE. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY COURT.] [*Use if U.S. Issuer involved*] *October 2020*

19. No person shall have any right to enforce any provision of this Global Note under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available apart from that Act. *October 2020*

[It may be appropriate for Bail-in language with respect to debt securities to be included in the Note depending on the issuer and its jurisdiction.] *October 2020*

AUTHENTICATED by
[***PAYING AGENT***]
without recourse, warranty or liability and for authentication purposes only

By: _____
(Authorised Signatory)

Signed on behalf of:
[***NAME OF ISSUER***] *October 2020*

By: _____
(Authorised Signatory)

SCHEDULE

PAYMENTS OF INTEREST

The following payments of interest in respect of this Global Note have been made:

FIXED RATE INTEREST PAYMENTS

Date of Payment	Period From	Period To	Amount of Interest Paid	Notation on behalf of Agent

FLOATING RATE INTEREST PAYMENTS

Date of Payment	Period From	Period To	Interest Rate per annum	Amount of Interest Paid	Notation on behalf of Agent

Notes to ICMA Standard Form of Multicurrency Bearer Permanent Global Note

1.	*Only include if Category 2.*	*September 2015*
2.	*Only use the text in square brackets if the Notes are denominated in Renminbi.*	*September 2015*
3.	*Not to be more than [364] days from (and including) the Issue Date. For Hong Kong dollar or Renminbi denominated Fixed Rate Notes consider applying modified following business day convention to the Interest Payment Date and the Maturity Date.*	*September 2015*
4.	*LIBOR is due to be discontinued by the end of 2021 and should not be used for notes with maturities that fall after 31 December 2021.*	*October 2020*
5.	*Complete/delete as appropriate. It is possible to include provisions for risk free rates, such as SONIA or SOFR in the Global Note.*	*October 2020*
6.	*Complete for floating rate interest bearing Notes only if a Reference Rate other than LIBOR, EURIBOR or CNH HIBOR is specified. If the specified Reference Rate is LIBOR, EURIBOR or CNH LIBOR leave blank as these provisions are covered in paragraph 12.*	*October 2020*
7.	*Complete for fixed rate interest bearing Notes only.*	*September 2015*
8.	*Complete for floating rate interest bearing Notes only.*	*September 2015*
9.	*Complete for all floating rate interest bearing Notes and for fixed rate interest Notes denominated in Renminbi only.*	*September 2015*
10.	*Consider if a different Renminbi clearing and settlement centre should be used. Careful consideration should be given to the consequences of specifying a settlement centre other than Hong Kong, including as to the availability of that centre for settlement with relevant clearing systems, and of specifying more than one settlement centre.*	*September 2015*
11.	*Ensure that there is an equivalent gross up provision in the Deed of Guarantee that corresponds to the language in this paragraph.*	*September 2015*
12.	*Local tax law advice will need to be obtained in the jurisdiction of the Issuer to ensure that the Notes can benefit from relevant withholding tax exemptions.*	*September 2015*
13.	*Consider if a different Renminbi clearing and settlement centre should be used. Careful consideration should be given to the consequences of specifying a settlement centre other than Hong Kong, including as to the availability of that centre for settlement with relevant clearing systems, and of specifying more than one settlement centre.*	*September 2015*

14. *The ISDA 2006 definitions will be supplemented by an IBOR Fallback Supplement expected to be published in Autumn 2020 and to become effective early 2021. The supplement retains the names "LIBOR-BBA" and "EUR-EURIBOR-Reuters" but replaces the corresponding underlying definitions. The fallback provisions cover the unavailability of a number of rates (including LIBOR-BBA and EUR-EURIBOR-Reuters) both as a result of an Index Cessation Event and in other circumstances where there has been not been an Index Cessation Event.* *October 2020*

The drafting in this ICMA Standard Form Global Note, which refers to the 2006 ISDA Definitions "as amended, updated or replaced at the date of this Global Note", will capture and apply any amendments made to the 2006 ISDA Definitions by the ISDA IBOR Fallback Supplement after the date on which they become effective.

It is unnecessary to build in any additional fallback language for LIBOR-BBA and EUR-EURIBOR-Reuters as these rates are expected to be readily available from the relevant screen pages during the period until the ISDA IBOR Fallback Supplement becomes effective at which point the ISDA IBOR Fallback Supplement provisions will apply if such rates are unavailable.

This is not the case for CNH HIBOR as this rate is not covered by ISDA IBOR Fallback Supplement and also may not be the case for any other rate referenced in paragraph 12(d) which is not covered in the ISDA IBOR Fallback Supplement. Consequently, it may be appropriate to include specific fallback provisions in the Global Note– see the suggested language in paragraph 12(f).

15. *Appropriate fallback language for the unavailability of the specified Reference Rate will need to be included if the specified Reference Rate is not one covered in the ISDA IBOR Fallback Supplement – see the suggested language in paragraph 12(f).* *October 2020*

16. *During the COVID-19 pandemic, there was some discussion of references in documentation to manual authentication following questions that arose surrounding an agent's ability to manually authenticate global notes whilst working remotely. As a consequence of this, parties may wish to remove the reference to "manually" or include reference to "electronically" here.* *October 2020*