BASE PROSPECTUS SUPPLEMENT

BROKERCREDITSERVICE STRUCTURED PRODUCTS PLC
(incorporated in Cyprus)
(as Issuer)

EUR 10,000,000,000 EURO MEDIUM TERM NOTE PROGRAMME

BrokerCreditService Structured Products plc (the "**Issuer**") has prepared this base prospectus supplement (the "**Prospectus Supplement**") to be supplemental to, form part of and be read and construed in conjunction with the base prospectus dated 4 July 2019 as supplemented by the supplement to the base prospectus dated 2 October 2019 (the "**Base Prospectus**") published in relation to the Issuer's EUR 10,000,000,000 euro medium term note programme (the "**Programme**").

This Prospectus Supplement comprises a supplement in accordance with Article 16 of the Directive 2003/71/EC. This Prospectus Supplement has been approved by the Central Bank of Ireland, as competent authority under the Directive 2003/71/EC. The Central Bank of Ireland only approves this Prospectus Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Directive 2003/71/EC.

Unless otherwise defined herein, terms defined in the Base Prospectus shall have the same meaning when used in this Prospectus Supplement.

The Issuer confirms the following:

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

To the extent that there is any inconsistency between (a) any statement in this Prospectus Supplement and (b) any other statement in, or incorporated by reference into, the Base Prospectus, the statements in (a) above will prevail.

No non-exempt offers of Notes to the public made by the Issuer pursuant to the Base Prospectus are on-going as of the date hereof, and consequently, no rights of withdrawal arise in accordance with regulation 52 of the Irish Prospectus Regulations following the publication of this Prospectus Supplement.

The Base Prospectus is available on the website of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") at: https://www.ise.ie/debt_documents/Base%20Prospectus_646c6375-7482-400e-89fd-398262404cb2.PDF and https://www.ise.ie/debt_documents/Supplements_a8d2e58a-3f4f-42e0-994c-2387d6defa23.PDF.

This Prospectus Supplement is available for viewing, and copies may be obtained from, the offices of the Fiscal Agent. This Prospectus Supplement is also available on the website of Euronext Dublin at: http://www.ise.ie

As of 25 October 2019

BROKERCREDITSERVICE STRUCTURED PRODUCTS PLC

AMENDMENTS TO THE BASE PROSPECTUS

With effect from the date of this Prospectus Supplement the information appearing in the Base Prospectus shall be amended in the manner described below:

Amendments to Snowball Digital Coupon Payout

(a)   The payout set-out in paragraph 1.1(c) (*Snowball Digital Coupon*) of the section entitled "Annex 1 - Additional Terms and Conditions for Payouts" shall be amended by:

    (i)   the addition of the following paragraph at the end of the payout above the heading "Description of Coupon Rate" on p. 134 of the Base Prospectus:

    "If 'Multiple Barriers' is specified as applicable in the Final Terms, then in respect of any SPS Coupon Valuation Date$_{(i)}$ or SPS Coupon Valuation Period$_{(i)}$ (as applicable) the Calculation Agent shall determine whether the Snowball Digital Coupon Condition is satisfied in respect of any of the Snowball Levels specified in the applicable Final Terms and if the Snowball Digital Coupon Condition is satisfied in respect of one or more Snowball Levels, then Rate$_{(i)}$ (including, for the purposes of the calculation of Sum Rate$_{(i)}$, in respect of any prior SPS Coupon Calculation Dates or SPS Coupon Valuation Periods) shall be the rate specified as applicable to the highest or lowest (as specified in the applicable Final Terms) Snowball Level in respect of which the Snowball Digital Coupon Condition is satisfied."; and

    (ii)   the deletion of the paragraph under the heading "Description of Coupon Rate" on p. 134 of the Base Prospectus and its replacement with the following:

    "A Snowball Digital Coupon provides that the Notes bear or pay interest at a specified rate (which may be variable) for the relevant period if a specified condition is met. If the condition is not met, the Notes have a memory effect and the interest not paid in respect of a period may be paid at a later date if the specified condition is met."

(b)   The information relating to the Snowball Digital Coupon at Element C.9 of the Summary (as set out on p. 8 of the Base Prospectus) shall be deleted and replaced with the following:

"[Snowball Digital Coupon

A Snowball Digital Coupon provides that the Notes bear or pay interest at a specified rate (which may be variable) for the relevant period if a specified condition is met. If the condition is not met, the Notes have a memory effect and the interest not paid in respect of a period may be paid at a later date if the specified condition is met.]

As a result, Element C.9 of the Summary shall read as follows:

C.9	The Rights Attaching to the Securities (Continued), Including Information as to Interest, Maturity, Yield and the Representative of the Holders:	*Interest* Notes may or may not bear or pay interest. Notes that do not bear or pay interest may be offered and sold at a discount to their nominal amount. Interest paying Notes will either bear or pay interest determined by reference to a fixed rate, a floating rate and/or a rate calculated by reference to one or more underlying reference(s) (each an "**Underlying Reference**"). In each case, interest will be payable on such date or dates as determined by the Issuer and any relevant Dealer at the time of issue of the Notes, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.

In addition, the interest rate and yield in respect of Notes bearing interest at a fixed rate will also be so agreed, specified and summarised.

Interest may be calculated by reference to a reference rate (such as, LIBOR, EURIBOR or MOSPRIME). The reference rate and the manner in which such rate will be calculated using the reference rate (including any margin over or below the reference rate) will be determined by the Issuer and any relevant Dealer at the time of issue of the relevant Notes, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.

The Rate of Interest may be calculated by reference to one or more Underlying Reference. The Underlying Reference(s) and the manner in which such rate will be calculated will be determined by the Issuer and any relevant Dealer at the time of issue of the relevant Notes, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.

Issue-specific summary:

[The Notes will not bear interest other than in the case of late payment]

[The Rate of interest is:

[Fixed Rate]

[Fixed Rate (Resettable)]

[Floating Rate]

[SPS Fixed Coupon

An SPS Fixed Coupon provides that the Notes bear or pay interest at a specified rate for the relevant period.]

[Digital Coupon

A Digital Coupon provides that the Notes bear or pay interest at a specified rate for the relevant period if a specified condition is met. If the condition is not met then the Notes will pay no interest for that period.]

[Snowball Digital Coupon

A Snowball Digital Coupon provides that the Notes bear or pay interest at a specified rate (which may be variable) for the relevant period if a specified condition is met. If the condition is not met, the Notes have a memory effect and the interest not paid in respect of a period may be paid at a later date if the specified condition is met.]

[Accrual Digital Coupon

An Accrual Digital Coupon provides that the Notes bear or pay interest on the basis of a rate calculated by reference to the number of AC Digital Days on which a specified condition is satisfied in the relevant period.]

[Stellar Coupon

A Stellar Coupon provides that the Notes bear or pay interest, in respect of the relevant period on the basis of a rate calculated by reference to a

basket of Underlying References with the value of each Underlying Reference being subject to a cap and a floor. The rate is also subject to a floor.]

[Underlying Basket Performance Coupon 1

An Underlying Basket Performance Coupon 1 provides that the Notes bear or pay interest, in respect of the relevant period on the basis of a rate calculated by reference to the performance of the basket of Underlying References.]

[Underlying Basket Performance Coupon 2

An Underlying Basket Performance Coupon 2 provides that the Notes bear or pay interest, in respect of the relevant period on the basis of a rate calculated by reference to the performance of the basket of Underlying References and a participation factor.]

		[Money Market Coupon A Money Market Coupon provides that the Notes bear or pay interest in respect of the relevant period on the basis of a rate calculated by reference to the performance of money market rates or some other money market indicators.]
		[FX Vanilla Coupon In respect of Notes with an FX Vanilla Coupon, the rate of interest is determined as follows: Min (Global Cap A, Max (Global Floor A, Gearing A x FX Coupon Performance))]
		[FI Digital Coupon In respect of Notes with an FI Digital Coupon, the rate of interest is determined as follows:

[FI Digital Coupon

In respect of Notes with an FI Digital Coupon, the rate of interest is determined as follows:

(i)   if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min}\left(\text{Global Cap A}, \text{Max}\left(\text{Global Floor A}, \left(\sum_{i=1}^{n}\text{Gearing A}_{(i)} \times \text{FI Rate A}_{(i)}\right) + \text{Constant A}\right)\right); \text{or}$$

(ii)   if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min}\left(\text{Global Cap B}, \text{Max}\left(\text{Global Floor B}, \left(\sum_{i=1}^{n}\text{Gearing B}_{(i)} \times \text{FI Rate B}_{(i)}\right) + \text{Constant B}\right)\right)]$$

[FX Digital Coupon

In respect of Notes with an FX Digital Coupon, the rate of interest is determined as follows:

(i)   if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Min (Global Cap A, Max (Global Floor A, Gearing A x FX Coupon Performance))

(ii)   if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Min (Global Cap B, Max (Global Floor B, Gearing B x FX Coupon Performance))]

[Range Accrual Coupon

In respect of Notes with a Range Accrual Coupon, the rate of interest is determined as follows:

$$Min\left\{Global\,Cap, Max\left(Gloal\,Floor, Min\left[Local\,Cap, Max\left(Local\,Floor, Global\,M\arg in\right.\right.\right.\right.$$
$$\left.\left.\left.\left.+ \sum_{i=1}^{n} Gearing_{(i)}\,x\,FIRate_{(i)}\right)\right]X\,^{n}/_{N}\right)\right\}$$

Where:

"**n**" is the number of Range Accrual Days in the relevant Range Period on which the Range Accrual Coupon Condition is satisfied; and

"**N**" is the number of Range Accrual Days in the relevant Range Period.

[If Deemed Range Accrual is specified as applicable in the applicable Final Terms, the FI DC Barrier Value for each Range Accrual Day in the period from (and including) the Range Cut-off Date to (and including) the Range Period End Date will be deemed to be the FI DC Barrier Value on the Range Cut-off Date.]]

[FX Range Accrual Coupon

In respect of Notes with an FX Range Accrual Coupon, the rate of interest is determined as follows:

Min (Global Cap, Max (Global Floor, FI Rate x n/N))

Where:

"**n**" is the number of Range Accrual Days in the relevant Range Period on which the Range Accrual Coupon Condition is satisfied; and

"**N**" is the number of Range Accrual Days in the relevant Range Period.

[If Deemed Range Accrual is specified as applicable in the applicable Final Terms, the FI DC Barrier Value or FX Coupon Performance, as applicable, for each Range Accrual Day in the period from (and including) the Range Cut-off Date to (and including) the Range Period End Date will be deemed to be the FI DC Barrier Value or FX Coupon Performance, as applicable, on the Range Cut-off Date.]]

[FX Memory Coupon

In respect of Notes with an FX Memory Coupon, the rate of interest is determined as follows:

(i)   if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

FI Rate A - Paid FX Memory Coupons; or

(ii)   if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

FI Rate B

Where:

"**Current FX Memory Coupon Interest Period**" means, in respect of a FI Interest Valuation Date, the Interest Period ending on or immediately prior to such FI Interest Valuation Date.

"**Paid FX Memory Coupons**" means, in respect of a FI Interest Valuation Date, the sum of the values calculated for each Interest Period as the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case calculated for each Interest Period preceding the Current FX Memory Coupon Interest Period.]

[Combination Floater Coupon

If Combination Floater is specified as applicable in the applicable Final Terms:

$$\text{Min}\left(\text{Global Cap}, \text{Max}\left(\text{Global Floor}, \text{Globla Margin} + \sum_{i=1}^{n} \text{Gearing}_{(i)} \times \text{FI Rate}_{(i)}\right)\right)]$$

[Power Reverse Dual Currency ("**PRDC**") Coupon

In respect of Notes with a PRDC Coupon, the rate of interest is determined as follows:

(i)   if Knock-in Event is specified as applicable in the applicable Final Terms:

  (A)   if no Knock-in Event has occurred, 0 (zero); or

  (B)   if a Knock-in Event has occurred:

      Min (Cap, Max (Floor, (Coupon Percentage 1 x PRDC Performance) -Coupon Percentage 2));

(ii)   if Knock-in Event is not specified as applicable in the applicable Final Terms:

    Min (Cap, Max (Floor, (Coupon Percentage 1 x PRDC Performance) -Coupon Percentage 2));

(iii)   if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

  (A)   if a Knock-in Event has occurred but a Knock-out Event has not occurred:

      Min (Cap, Max (Floor, (Coupon Percentage 1 x PRDC Performance) -Coupon Percentage 2));

  (B)   if (a) a Knock-in Event and a Knock-out Event have occurred or (b) a Knock-out Event has occurred, 0 (zero);

  Where:

  "**PRDC Performance**" means the quotient of the Final Settlement Price (as numerator) and the Initial Settlement Price (as denominator).]

[FI Digital Floor Coupon

In respect of FI Digital Floor Coupon Notes, the rate of interest is determined as follows:

(i) if Knock-in Event is specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, 0 (zero);

(B) if a Knock-in Event has occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 1; or

(C) if a Knock-in Event has occurred and the FI Digital Floor Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 2.

(ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:

(A) if the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 1; or

(B) if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 2; or

(iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, 0 (zero); or

(B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 1;

(C) in all other cases:

Digital Floor Percentage 2.]

[FI Digital Cap Coupon

In respect of FI Digital Cap Coupon Notes, the rate of interest is determined as follows:

(i) if Knock-in Event is specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, 0 (zero);

(B) if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:

		Digital Cap Percentage 1; or
		(C) if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:
		Digital Cap Percentage 2; or
		(ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:
		(A) if the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:
		Digital Cap Percentage 1; or
		(B) if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:
		Digital Cap Percentage 2; or
		(iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
		(A) if no Knock-in Event has occurred, 0 (zero); or
		(B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:
		Digital Cap Percentage 1;
		(C) in all other cases: Digital Cap Percentage 2.]
		[FI Target Coupon In respect of FI Target Coupon Notes, if an Automatic Early Redemption Event has not occurred, the Coupon Rate in respect of the Target Final Interest Period shall be the Final Interest Rate specified in the applicable Final Terms.] These rates and/or amounts of interest payable may be subject to a maximum or a minimum. If Coupon Switch Election or Automatic Coupon Switch is specified as applicable in the applicable Final Terms, the rate may be switched from one specified rate to another. If Additional Coupon Switch is specified as applicable in the applicable Final Terms, an Additional Switch Coupon Amount will be payable on the Interest Payment Date following such switch. The terms applicable to each Series of such Notes will be determined by the Issuer and any relevant Dealer at the time of issue of the relevant Notes, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms. ***Redemption*** The terms under which Notes may be redeemed (including the maturity date, redemption date or related settlement date and the amount payable or deliverable on redemption as well as any provisions relating to early redemption or cancellation) will be determined by the Issuer at the time of issue of the relevant Notes, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the

		applicable Final Terms. Notes may be redeemed early for tax reasons at the Early Redemption Amount calculated in accordance with the Conditions or, if specified in the applicable Final Terms, at the option of the Issuer or at the option of the Noteholders at the Optional Redemption Amount specified in the applicable Final Terms. The Optional Redemption Amount in respect of each nominal amount of Notes equal to the Calculation Amount shall be either (i) the Calculation Amount multiplied by the percentage specified in the applicable Final Terms; or (ii) the SPS Call Payout, the Delta Call Payout, the Delta Performance Call Payout or the Participation Call Payout (in the case of early redemption at the option of the Issuer).
		Notes may be cancelled or redeemed early if the performance of the Issuer's obligations under the Notes has become illegal or by reason of force majeure or act of state it becomes impossible or impracticable for the Issuer to perform its obligations under the Notes and/or any related hedging arrangements.

In the case of Notes linked to an Underlying Reference, the Notes may also be cancelled or redeemed early following the occurrence of certain disruption, adjustment, extraordinary or other events as summarised in the relevant issue specific summary annexed to the applicable Final Terms. If Payout Switch Election or Automatic Payout Switch is specified in the applicable Final Terms, the amount payable or deliverable on redemption may be switched from one amount payable or deliverable to another. |
| | | *Indication of Yield*

In the case of Notes that bear or pay interest at a fixed rate, the yield will be specified in the applicable Final Terms and will be calculated as the rate of interest that, when used to discount each scheduled payment of interest and principal under the Notes from the Scheduled Maturity Date back to the Issue Date, yields amounts that sum to the Issue Price. An indication of the yield may only be calculated for Fixed Rate and may not be determined for Notes that bear or pay interest determined by reference to a floating rate and/or a rate calculated by reference to one or more Underlying Reference(s).

The yield is calculated at the Issue Date on the basis of the Issue Price and on the assumption that the Notes are not subject to early cancellation or, if applicable, no Credit Event occurs. It is not an indication of future yield.

In the case of Notes that bear or pay interest other than at a fixed rate, due to the nature of such Notes it is not possible to determine the yield as of the Issue Date.

Representative of Noteholders

No representative of the Noteholders has been appointed by the Issuer.

Please also refer to item C.8 above for rights attaching to the Notes. |

(c)   The Form of Final Terms shall be amended by the deletion of the 'Snowball Digital Coupon applicable' section at item 21 (*Interest*) on p. 383 of the Base Prospectus and its replacement with the following:

Snowball Digital Coupon applicable:

(i)	Snowball Digital Coupon Condition:	[greater than]/[less than]/[equal to or greater than]/[less than or equal to]
(ii)	SPS Coupon Valuation Date(s):	[*insert dates*]/[Not applicable]
(iii)	SPS Coupon Valuation Period:	[*specify valuation period*]/[Not applicable]
(iv)	Multiple Barriers:	[Applicable]/[Not applicable]
		[[*If applicable*:] Rate$_{(i)}$ shall be the rate for the [highest / lowest] Snowball Level in respect of which the Snowball Digital Coupon Condition is satisfied.]
(v)	Snowball Barrier Value:	[*Insert from Payout Conditions 1.6, 1.7, 1.8 or 1.9*]
(vi)	Snowball Level:	[In respect of the SPS Coupon Valuation Date falling on:]/[In respect of the [*insert number*] SPS Coupon Valuation Period:] [*specify number, amount or percentage*]
(vii)	Rate$_{(i)}$ for each Snowball Level:	[*Insert Snowball Level and related coupon rate*]

Amendments in respect of Credit Linked Notes

(d)   The following risk factor shall be added to the end of the '*Additional Risk Factors for Credit Linked Notes*' section of the 'Risk Factors' section of the Base Prospectus on p. 73 of the Base Prospectus:

"*Underlying Reference linked Settlement*

If Cash Settlement or Auction Settlement is the settlement method for the Notes and Underlying Reference Adjusted Cash Settlement Amount or Underlying Reference Adjusted Auction Settlement Amount is specified as applicable in the Final Terms, the Cash Settlement Amount or Auction Settlement Amount (as applicable) determined following the occurrence of an Event Determination Date in respect of the relevant Reference Entity will be increased or decreased (as applicable) to reflect the performance of the Underlying Reference(s) specified in the Final Terms. As a result, such Notes will be Hybrid Redemption Notes and the redemption amount payable following the occurrence of an Event Determination Date will depend upon both the value of obligation(s) of the relevant Reference Entity and the performance of the relevant Underlying Reference(s). As a result, an investment in such Notes entails additional risks in comparison to an investment in a standard credit linked note."

(e)   Credit Linked Condition 2.2 (*Redemption following Satisfaction of Conditions to Settlement*) of Annex 6 (*Additional Terms and Conditions for Credit Linked Notes*) on p. 263 of the Base Prospectus shall be amended by the addition of the following paragraph to the end thereof:

"If Automatic Early Redemption is specified as applicable in the Final Terms, if an Automatic Early Redemption Event occurs prior to the satisfaction of the Conditions to Settlement then the Notes shall redeem in accordance with the Automatic Early Redemption provisions notwithstanding any subsequent satisfaction of the Conditions to Settlement. If the Conditions to Settlement are satisfied prior to the occurrence of an Automatic Early Redemption Event, then the Notes (or, in respect of Basket CLNs, the relevant portion of the Notes to be redeemed as a result of the satisfaction of the Conditions to Settlement) shall redeem in accordance with this Credit Linked Condition 2.2 notwithstanding any subsequent occurrence of an Automatic Early Redemption Event."

(f)   The following shall be added to Annex 6 (*Additional Terms and Conditions for Credit Linked Notes*) as a new Credit Linked Condition 3.4 on p. 266 of the Base Prospectus:

"*3.4 Deferral of Interest for potential Event Determination Date*

The Calculation Agent may delay the payment of an Interest Amount in respect of an Interest Payment Date if it determines, in its sole discretion, that an Event Determination Date has not occurred but may still occur in respect of a Credit Event or potential Credit Event which has occurred in respect of any Reference Entity on or prior to such Interest Payment Date. Following any such delay, if the Calculation Agent determines that such Event Determination Date will not occur, the Issuer shall pay the Interest Amount in respect of such Interest Payment Date on the CLN Business Day following the date on which the Calculation Agent notifies it that it has determined that such Event Determination Date will not occur.

For the avoidance of doubt, no interest shall accrue on any payment of interest which is deferred in accordance with this Credit Linked Condition 3.4."

(g) The defined term "Auction Settlement Amount" in Credit Linked Condition 10 (*Definitions*) of Annex 6 (*Additional Terms and Conditions for Credit Linked Notes*) on p. 280 of the Base Prospectus shall be replaced with the following:

"**Auction Settlement Amount**" means the Standard Auction Settlement Amount or the Underlying Reference Adjusted Auction Settlement Amount as specified in the Final Terms *provided that* if no such specification is made in the Final Terms then Standard Auction Settlement Amount shall be applicable.

(h) The following defined terms shall be added to Credit Linked Condition 10 (*Definitions*) of Annex 6 (*Additional Terms and Conditions for Credit Linked Notes*):

"**Final Performance**" means (a) the Final Performance Value (expressed as a percentage) for the relevant Underlying Reference on the Final Performance Valuation Date *minus* (b) 100 per cent; *provided, however, that* if the relevant Event Determination Date occurs prior to the Strike Date then the Final Performance shall be deemed to be zero;

"**Final Performance Valuation Date**" means the date specified as such in the applicable Final Terms (or, if no such date is specified, the Event Determination Date) or, if such date is not an Exchange Business Day, Commodity Business Day or Fund Business Day (as applicable), the next Exchange Business Day, Commodity Business Day or Fund Business Day (the "**Valid Date**"); *provided, however, that* if a Valid Date has not occurred following the scheduled Final Performance Valuation Date for a number of consecutive days equal to the Specified Maximum Days of Disruption (if applicable) then the last such day shall be the Final Performance Valuation Date and the Calculation Agent shall determine the relevant Final Performance Value in accordance with its good faith estimate of the relevant value as of such date;

"**Final Performance Value**" means the value from Payout Conditions 1.6, 1.7, 1.8 or 1.9 specified as such in the Final Terms;

"**Standard Auction Settlement Amount**" means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

Standard Auction Settlement Amount = Max 0, [(A x B) – C]

Where:

"**A**" means the Reference Entity Notional Amount;

"**B**" means the relevant Auction Final Price; and

"**C**" means the Unwind Costs (unless the applicable Final Terms specify that Unwind Costs are not applicable, in which event "**C**" means zero); and

"**Underlying Reference Adjusted Auction Settlement Amount**" means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

Underlying Reference Adjusted Auction Settlement Amount = Max 0, [(A x B) – C]

Where:

"**A**" means the Reference Entity Notional Amount;

"**B**" means the relevant Auction Final Price *plus* the Final Performance;

"**C**" means the Unwind Costs (unless the applicable Final Terms specify that Unwind Costs are not applicable, in which event "**C**" means zero).

(i)   The following defined terms in Credit Linked Condition 10 (*Definitions*) of Annex 6 (*Additional Terms and Conditions for Credit Linked Notes*) on pp. 282 – 283 shall be replaced with the following:

"**Cash Settlement Amount**" means the Standard Cash Settlement Amount or the Underlying Reference Adjusted Cash Settlement Amount as specified in the Final Terms *provided that* if no such specification is made in the Final Terms then Standard Cash Settlement Amount shall be applicable; and

"**Cash Settlement Date**" means:

(a)   the date that is the number of CLN Business Days specified in the Final Terms (or, if a number of CLN Business Days is not specified, three CLN Business Days) immediately following the determination of the Weighted Average Final Price or Final Price (as applicable) or, if later and Underlying Reference Cash Settlement Amount is applicable, such number of CLN Business Days following the Final Performance Valuation Date; or

(b)   (if "Settlement Deferral" is specified as applicable) if later, the Scheduled Maturity Date. For the avoidance of doubt, this shall be without prejudice to Credit Linked Condition 3.1 (*Cessation of Interest Accrual*).

(j)   The following defined terms shall be added to Credit Linked Condition 10 (*Definitions*) of Annex 6 (*Additional Terms and Conditions for Credit Linked Notes*):

"**Standard Cash Settlement Amount**" means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

Standard Cash Settlement Amount = Max 0, [(A x B) – C]

Where:

"**A**" means the Reference Entity Notional Amount;

"**B**" means the Weighted Average Final Price, or if specified as not applicable in the Final Terms, the Final Price; and

"**C**" means the Unwind Costs (unless the applicable Final Terms specify that Unwind Costs are not applicable, in which event "**C**" means zero).

"**Underlying Reference Adjusted Cash Settlement Amount**" means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

Underlying Reference Adjusted Cash Settlement Amount = Max 0, [(A x B) – C]

Where:

"**A**" means the Reference Entity Notional Amount;

"**B**" means (a) the relevant Weighted Average Final Price, or if specified as not applicable in the Final Terms, the Final Price *plus* (b) the Final Performance;

"**C**" means the Unwind Costs (unless the applicable Final Terms specify that Unwind Costs are not applicable, in which event "**C**" means zero);

(k)   The Form of Final Terms shall be amended by the deletion of the Terms relating to Cash Settlement section at item 47(xxiii) on p. 478 of the Base Prospectus and its replacement with the following:

(xxiii)	Terms relating to Cash Settlement:	[Applicable] [Not Applicable]
		(if not applicable, delete the remaining sub-paragraphs of this paragraph)
	Weighted Average Final Price:	[Applicable] [Not applicable]
	Final Price:	[[•]%] [As per Credit Linked Condition 10] [Not applicable]
	Valuation Time:	[*specify*] [As per Credit Linked Condition 10]
	Quotation Amount:	[specify] [Representative Amount] [As per Credit Linked Condition 10]
	Accrued Interest:	[Included Accrued Interest]/[Exclude Accrued Interest]/[As per Credit Linked Condition 2.6(b)(iii)]
	Cash Settlement Amount:	[Standard Cash Settlement Amount]/[Underlying Reference Adjusted Cash Settlement Amount]
		[If Underlying Reference Adjusted Cash Settlement Amount is applicable:
		Underlying Reference: [Index Linked]/[Share Linked]/[Commodity Linked]/[Fund Linked]/[Credit Linked]/[ETI Linked]/[FX Rate Linked]/[Underlying Interest Rate Linked]
		Final Performance Value: [*Insert from Payout Conditions 1.6, 1.7, 1.8 or 1.9*]
		Final Performance Valuation Date: [As per Credit Linked Condition 10]/[*Insert*]]

(l)   The Form of Final Terms shall be amended by the addition of the following item 47(xxxi) on p. 480 of the Base Prospectus:

(xxxi)	Terms relating to Auction Settlement:	[Applicable] [Not Applicable]
		(if not applicable, delete the remaining sub-paragraphs of this paragraph)

Auction Settlement Amount:	[Standard Auction Settlement Amount]/[Underlying Reference Adjusted Auction Settlement Amount]

[If Underlying Reference Adjusted Auction Settlement Amount is applicable:

Underlying Reference: [Index Linked]/[Share Linked]/[Commodity Linked]/[Fund Linked]/[Credit Linked]/[ETI Linked]/[FX Rate Linked]/[Underlying Interest Rate Linked]

Final Performance Value: [*Insert from Payout Conditions 1.6, 1.7, 1.8 or 1.9*]

Final Performance Valuation Date: [As per Credit Linked Condition 10]/[*Insert*]]

Amendment to Description of Issuer

(m)   The paragraph entitled "Major Shareholders" on page 550 of the Base Prospectus in the section entitled "Description of the Issuer" shall be amended by the deletion of the final paragraph thereof and of the structure chart immediately below the final paragraph thereof and their replacement with the following:

The chart below shows a simplified version of the Group's structure and the Issuer's position within the Group as at 25 October 2019.
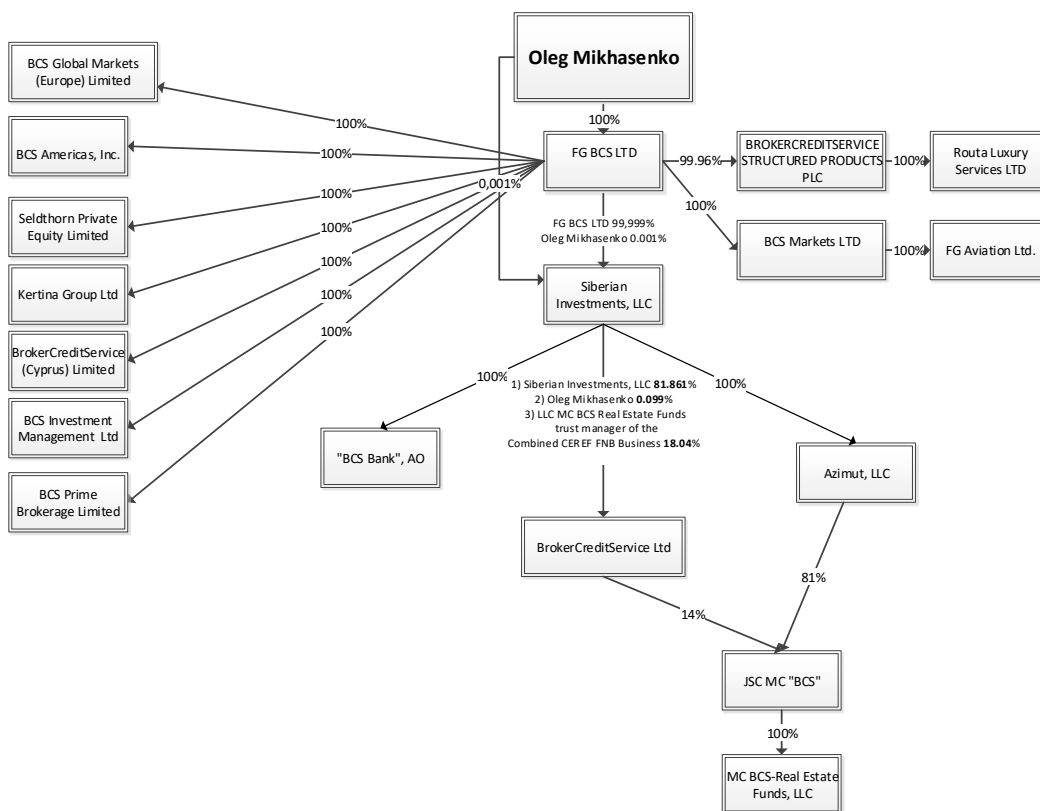
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