
FINAL TERMS

FINAL TERMS No. 119852
DATED: 17 MAY 2013

INDEX MINI FUTURE CERTIFICATES

SERIES	NDX SHORT NAME	ISIN	ISSUE PRICE (INDICATIVE)
1,000,000 DAX® Index MINI Future Long Certificates Series A	MINILONG DAX T5	GB00B9GM4S84	SEK 1.29
30,000 Dow Jones Industrial Average MINI Future Long Certificates Series B	MINILONG DJI C	GB00B9GM4R77	SEK 100.95
2,000,000 S&P 500 Index MINI Future Long Certificates Series C	MINILONG SP500 L	GB00B9GM4Q60	SEK 1.10

PART A - CONTRACTUAL TERMS

This document constitutes the Final Terms of each series of the MINI Future Certificates (the “**Securities**”) issued by The Royal Bank of Scotland plc acting through its office in London (the “**Issuer**”) described herein for the purposes of Section 6(3) of the German Securities Prospectus Act (*Wertpapierprospektgesetz*; “**WpPG**”). These Final Terms must be read in conjunction with the base prospectus of the Issuer relating to MINI Future Certificates dated 19 June 2012 as approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*; the “**BaFin**”) (the “**Base Prospectus**”).

The Final Terms and the Base Prospectus must be read in connection with the registration document of The Royal Bank of Scotland plc dated 24 February 2012 (the “**Registration Document**”) which was approved by the competent authority in the United Kingdom (Financial Services Authority) (the “**FSA**”), as well as in connection with any supplements to the Base Prospectus approved by the BaFin pursuant to Section 16(1) WpPG (the “**Supplements**”).

The applicable terms and conditions of the Securities will be as set out in the general conditions set forth under "General Conditions" (the “**General Conditions**”) and in the securities-specific product conditions set forth under "Product Conditions" (the “**Product Conditions**”) as replicated, completed or adjusted by these Final Terms. If the Securities are represented by a Global Security, the General Conditions and the securities-specific Product Conditions will be attached to the global security representing the relevant tranche of Securities. Complete information on the Issuer and the Securities described herein can only be derived from the Base Prospectus, any Supplements and the Registration Document as well as these Final Terms.

As long as the Securities described in these Final Terms are listed on any stock exchange or offered to the public, copies of the following documents will be available (i) free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com, and from the office of each Paying Agent as specified in these Final Terms, and (ii) via the Issuer's website www.rbsbank.se/markets (or any successor website):

- (a) the Registration Document;
- (b) the Base Prospectus and any Supplements; and
- (c) these Final Terms.

The Issuer is responsible for the information contained in these Final Terms.

Issuer: The Royal Bank of Scotland plc acting through its office in London at 250 Bishopsgate, London EC2M 4AA

Clearing Agents: Euroclear Sweden AB, Box 191, 101 23 Stockholm, Sweden ("**Euroclear Sweden AB**")

Form: The Securities are issued in dematerialised form and are registered in the book-entry system of Euroclear Sweden AB. Title to the Securities will pass by transfer between accountholders at Euroclear Sweden AB perfected in accordance with the legislation (including the Swedish Financial Instruments Accounts Act SFS 1998:1479), rules and regulations applicable to and/or issued by Euroclear Sweden AB that are in force and effect from time to time (the "**CSD Rules**"). The Issuer shall be entitled to obtain from Euroclear Sweden AB extracts from the book-entry register of Euroclear Sweden AB (skuldbok) relating to the Securities.

Securityholder: A person in whose name a Security is registered in a Euroclear Sweden AB account in the book-entry system of Euroclear Sweden AB or any other person recognised as a holder of Securities pursuant to the CSD Rules and accordingly, where Securities are held through a registered nominee, the nominee shall be deemed to be the Securityholder.

Issue Date: 17 May 2013

Principal Paying Agent: The Royal Bank of Scotland plc, London office, 250 Bishopsgate, London EC2M 4AA

Paying Agent: Skandinaviska Enskilda Banken AB (publ), Merchant Banking, Rissneleden 110, 106 40 Stockholm, Sweden, as issuing and paying agent (the "**Issuing and Paying Agent**")

Calculation Agent: The Royal Bank of Scotland plc, London office, 250 Bishopsgate, London EC2M 4AA

Substitution of the Issuer: As specified in General Condition 8. In addition, so long as Euroclear Sweden AB is the Clearing Agent in respect of the Securities, any substitution of the Issuer in accordance with General Condition 8(a) shall comply with the requirements of Euroclear Sweden AB and, in particular, any Substitute shall be acceptable to Euroclear Sweden AB.

Language of Conditions: English

INDEX MINI FUTURE CERTIFICATES

Series:	DAX® Index MINI Future Long Certificates Series A
Issue Price:	SEK 1.29 (indicative)
Business Day:	As specified in Product Condition 1
Cash Amount:	As specified in Product Condition 1
Index:	DAX® Index (Bloomberg Code: DAX)
Current Funding Spread on the Issue Date:	2.5%
Current Stop Loss Premium Rate on the Issue Date:	1.5%
Emerging Market Disruption Events:	As specified in Product Condition 3
Exercise Time:	5 p.m. CET
Final Reference Price:	As specified in Product Condition 1
Initial Leverage:	55.8772 (Indicative only prior to the Issue Date. The Initial Leverage will be determined on the Issue Date.)
Issuer Call Commencement Date:	The first Business Day from and including the Issue Date
Issuer Call Notice Period:	One year
Maturity Date:	The tenth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date
Maximum Funding Spread:	3%
Maximum Premium:	5%
Minimum Premium:	1.5%
Multiplier:	0.001
Notional Dividend Amount:	Not applicable
Notional Dividend Period:	As specified in Product Condition 1
Prevailing Rate:	As specified in Product Condition 1
Relevant Number of Trading Days:	For purposes of the: Issuer Call Date: 5 Valuation Date(s): 5
Reset Date:	15th day
Settlement Currency:	SEK
Stop Loss Barrier on the Issue Date:	8,320.00
Stop Loss Barrier Rounding:	Upwards to the nearest whole 10 Index Points where "Index Point" means the standard market quotation basis used by the Index Sponsor with respect to the Index
Stop Loss Event:	As specified in Product Condition 1
Stop Loss Reset Date:	15th day
Stop Loss Termination Reference Price:	As specified in Product Condition 1
Strike Currency:	EUR
Strike on the Issue Date:	8,197.00
Termination Reference Price:	As specified in Product Condition 1

Valuation Date(s): The last Trading Day of March in each year, commencing no earlier than one year after the Issue Date

Changes in the Conditions: In Product Condition 1 the definition of "Exercise Date" shall be replaced with the following definition:

"Exercise Date" means, subject to a Stop Loss Event, the tenth Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2; "

Any Notice pursuant to Product Condition 2(f), sentence 1, shall be delivered to the Issuing and Paying Agent with a copy to the Principal Paying Agent. The delivery of the Notice to the Clearing Agent shall not be required. Accordingly, any reference in Product Condition 2(i) and (j) to the **"Clearing Agent"** shall be construed as a reference to the **"Issuing and Paying Agent"**.

ISIN: GB00B9GM4S84

NDX Short Name: MINILONG DAX T5

Other securities identification code: None

Series:	Dow Jones Industrial Average MINI Future Long Certificates Series B
Issue Price:	SEK 100.95 (indicative)
Business Day:	As specified in Product Condition 1
Cash Amount:	As specified in Product Condition 1
Index:	Dow Jones Industrial Average (Bloomberg Code: INDU)
Current Funding Spread on the Issue Date:	2.5%
Current Stop Loss Premium Rate on the Issue Date:	3%
Emerging Market Disruption Events:	As specified in Product Condition 3
Exercise Time:	5 p.m. CET
Final Reference Price:	As specified in Product Condition 1
Initial Leverage:	9.9947 (Indicative only prior to the Issue Date. The Initial Leverage will be determined on the Issue Date.)
Issuer Call Commencement Date:	The first Business Day from and including the Issue Date
Issuer Call Notice Period:	One year
Maturity Date:	The tenth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date
Maximum Funding Spread:	4%
Maximum Premium:	5%
Minimum Premium:	2%
Multiplier:	0.01
Notional Dividend Amount:	Applicable
Notional Dividend Period:	As specified in Product Condition 1
Prevailing Rate:	As specified in Product Condition 1
Relevant Number of Trading Days:	For purposes of the: Issuer Call Date: 5 Valuation Date(s): 5
Reset Date:	15th day
Settlement Currency:	SEK
Stop Loss Barrier on the Issue Date:	14,100.00
Stop Loss Barrier Rounding:	Upwards to the nearest whole 10 Index Points where "Index Point" means the standard market quotation basis used by the Index Sponsor with respect to the Index
Stop Loss Event:	As specified in Product Condition 1
Stop Loss Reset Date:	15th day
Stop Loss Termination Reference Price:	As specified in Product Condition 1
Strike Currency:	USD
Strike on the Issue Date:	13,686.00
Termination Reference Price:	As specified in Product Condition 1

Valuation Date(s): The last Trading Day of March in each year, commencing no earlier than one year after the Issue Date

Changes in the Conditions: In Product Condition 1 the definition of "Exercise Date" shall be replaced with the following definition:

"Exercise Date" means, subject to a Stop Loss Event, the tenth Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2; "

Any Notice pursuant to Product Condition 2(f), sentence 1, shall be delivered to the Issuing and Paying Agent with a copy to the Principal Paying Agent. The delivery of the Notice to the Clearing Agent shall not be required. Accordingly, any reference in Product Condition 2(i) and (j) to the **"Clearing Agent"** shall be construed as a reference to the **"Issuing and Paying Agent"**.

ISIN: GB00B9GM4R77

NDX Short Name: MINILONG DJI C

Other securities identification code: None

Series:	S&P 500 Index MINI Future Long Certificates Series C
Issue Price:	SEK 1.1 (indicative)
Business Day:	As specified in Product Condition 1
Cash Amount:	As specified in Product Condition 1
Index:	S&P 500 Index (Bloomberg Code: SPX)
Current Funding Spread on the Issue Date:	2.5%
Current Stop Loss Premium Rate on the Issue Date:	3%
Emerging Market Disruption Events:	As specified in Product Condition 3
Exercise Time:	5 p.m. CET
Final Reference Price:	As specified in Product Condition 1
Initial Leverage:	9.9416 (Indicative only prior to the Issue Date. The Initial Leverage will be determined on the Issue Date.)
Issuer Call Commencement Date:	The first Business Day from and including the Issue Date
Issuer Call Notice Period:	One year
Maturity Date:	The tenth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date
Maximum Funding Spread:	3%
Maximum Premium:	6%
Minimum Premium:	3%
Multiplier:	0.001
Notional Dividend Amount:	Applicable
Notional Dividend Period:	As specified in Product Condition 1
Prevailing Rate:	As specified in Product Condition 1
Relevant Number of Trading Days:	For purposes of the: Issuer Call Date: 5 Valuation Date(s): 5
Reset Date:	15th day
Settlement Currency:	SEK
Stop Loss Barrier on the Issue Date:	1,526.00
Stop Loss Barrier Rounding:	Upwards to the nearest whole 1 Index Point where "Index Point" means the standard market quotation basis used by the Index Sponsor with respect to the Index
Stop Loss Event:	As specified in Product Condition 1
Stop Loss Reset Date:	15th day
Stop Loss Termination Reference Price:	As specified in Product Condition 1
Strike Currency:	USD
Strike on the Issue Date:	1,481.00
Termination Reference Price:	As specified in Product Condition 1
Valuation Date(s):	The last Trading Day of March in each year, commencing no earlier than one year after the Issue Date

Changes in the Conditions:

In Product Condition 1 the definition of "Exercise Date" shall be replaced with the following definition:

"Exercise Date" means, subject to a Stop Loss Event, the tenth Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2; "

Any Notice pursuant to Product Condition 2(f), sentence 1, shall be delivered to the Issuing and Paying Agent with a copy to the Principal Paying Agent. The delivery of the Notice to the Clearing Agent shall not be required. Accordingly, any reference in Product Condition 2(i) and (j) to the **"Clearing Agent"** shall be construed as a reference to the **"Issuing and Paying Agent"**.

ISIN:

GB00B9GM4Q60

NDX Short Name:

MINILONG SP500 L

Other securities identification code:

None

PART B - OTHER INFORMATION

Notification:	The German Federal Financial Supervisory Authority has provided the Austrian Financial Market Authority (<i>FMA</i>), the Danish Financial Supervisory Authority (<i>Finanstilsynet</i>), the Swedish Financial Supervisory Authority (<i>Finansinspektionen</i>), the Finnish Financial Supervisory Authority (<i>Finanssivalvonta</i>) and the Norwegian Financial Supervisory Authority (<i>Finanstilsynet</i>) with a notification of approval relating to the Base Prospectus and attesting that the Base Prospectus has been drawn up in accordance with the German Securities Prospectus Act (<i>Wertpapierprospektgesetz</i>).
Issue Date:	As specified on page 2
Initial Issue Price:	As specified in the table starting on page ii
Securities Identification Codes:	As specified in the table starting on page ii
Listing and Admission to Trading:	Nordic Growth Market - (NGM) - NDX (Nordic Derivatives Exchange) Official List. Application will be made for the Securities to be admitted to trading with effect from 17 May 2013.
Market Making:	The Issuer will endeavour to maintain a secondary market throughout the life of the Securities subject to normal market conditions. The Issuer has the right to determine the value of the variables related to the market making quotes. Where the Issuer estimates the bid price of the Securities to be less than SEK 0.01, it can choose not to give any bid price. The spread between bid and ask prices can change over the life of the Securities. During certain periods it can be difficult or impossible for the Issuer to quote bid and ask prices and during such periods it will be difficult or impossible to buy or sell Securities. This could for example be during fast markets or because of technical disturbances.
Offer:	Public offer Commencement: 17 May 2013 Country/Countries: Sweden
Categories of Potential Investors:	Retail and institutional investors
Total Amount of the Offer:	As specified in the table starting on page ii
Minimum Subscription Amount or Number:	Not applicable
Maximum Subscription Amount or Number:	Not applicable
Method and Time Limits for Paying Up the Securities and for their Delivery:	Not applicable
Interests of Natural and Legal Persons Involved in the Issue/Offer:	Save for the Issuer, no person involved in the issue or offer of the Securities has a material interest in the issue or the offer.
Details of where Information on the Underlying can be Obtained:	The information included herein with respect to the underlying by reference to which payments or, if applicable, delivery under the Securities are determined (the " Underlying ") consists of extracts

from, or summaries of, publicly available information. Such information can be obtained via the Issuer and on the Issuer's website www.rbsbank.se/markets (or any successor website). The Issuer accepts responsibility that such information has been correctly reproduced. As far as the Issuer is aware and is able to ascertain from the information published, no facts have been omitted that would lead to the information reproduced herein becoming inaccurate or misleading. No further or other responsibility in respect of such information is accepted by the Issuer. In particular, the Issuer accepts no responsibility with respect to the accuracy or completeness of the information set forth herein concerning the Underlying of the Securities or that there has not occurred any event which would affect the accuracy or completeness of such information.

Additional Risk Factors:	None
Additional Tax Disclosure:	None
Additional Selling Restrictions:	None
Further Information:	None

CONDITIONS: GENERAL CONDITIONS

1. DEFINITIONS

Terms in capitals which are not defined in these General Conditions shall have the meanings ascribed to them in the Product Conditions. References to the Conditions shall mean these General Conditions and the Product Conditions applicable to the respective Securities.

2. ISSUER, FORM, SECURITYHOLDER AND STATUS

- (a) Issuer. The Securities are issued by The Royal Bank of Scotland plc, a bank incorporated in Scotland with its statutory seat in Edinburgh, as Issuer (as defined in Product Condition 1).
- (b) Form. The Securities are issued in dematerialised form and are registered in the book-entry system of Euroclear Sweden AB ("**Euroclear Sweden AB**") as Clearing Agent. Title to the Securities will pass by transfer between accountholders at Euroclear Sweden AB perfected in accordance with the legislation (including the Swedish Financial Instruments Accounts Act SFS 1998:1479), rules and regulations applicable to and/or issued by Euroclear Sweden AB that are in force and effect from time to time (the "**CSD Rules**"). The Issuer shall be entitled to obtain from Euroclear Sweden AB extracts from the book-entry register of Euroclear Sweden AB (skuldbok) relating to the Securities.
- (c) Securityholder. "**Securityholder**" means a person in whose name a Security is registered in a Euroclear Sweden AB account in the book-entry system of Euroclear Sweden AB or any other person recognised as a holder of Securities pursuant to the CSD Rules and accordingly, where Securities are held through a registered nominee, the nominee shall be deemed to be the Securityholder.
- (d) Status. The Securities constitute unsecured and unsubordinated obligations of the Issuer and rank pari passu among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

3. EARLY TERMINATION

The Issuer shall have the right to terminate the Securities if it shall have determined in its reasonable discretion that its performance thereunder shall have become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the "**Applicable Law**"). In such circumstances the Issuer will, however, if and to the extent permitted by the Applicable Law, pay to each Securityholder in respect of each Security held by such Securityholder an amount calculated by it as the fair

market value of the Security immediately prior to such termination (ignoring such illegality) less the costs to the Issuer for unwinding any related hedging arrangements.

4. NOTICES

All notices under the General Conditions and/or the Product Conditions shall be published on the Issuer's website www.rbsbank.se/markets (or any successor website) and shall become effective upon such publication, unless the relevant notice provides a different date for the effectiveness. Additional publication requirements under mandatory provisions of law or under the rules or regulations of any relevant stock exchange shall remain unaffected.

5. HEDGING DISRUPTION EVENT

- (a) Notification. If the Issuer determines in accordance with General Condition 5(b) that a Hedging Disruption Event has occurred, the Calculation Agent, acting upon the instructions of the Issuer, shall as soon as reasonably practicable notify the Securityholders in accordance with General Condition 4 of (i) the determination of a Hedging Disruption Event by the Issuer; and (ii) the consequence of such Hedging Disruption Event as determined by the Issuer pursuant to General Condition 5(c).
- (b) Hedging Disruption Event. A "**Hedging Disruption Event**" shall occur if the Issuer determines that it is or has become not reasonably practicable or it has otherwise become undesirable, for any reason, for the Issuer wholly or partially to establish, re-establish, substitute or maintain a relevant hedging transaction (a "**Relevant Hedging Transaction**") it deems necessary or desirable to hedge the Issuer's obligations in respect of the Securities. The reasons for such determination by the Issuer may include, but are not limited to, the following:
 - (i) any material illiquidity in the market for the relevant instruments (the "**Disrupted Instrument**") which are included from time to time in the reference asset to which the Securities relate; or
 - (ii) a change in the Applicable Law (including, without limitation, any tax law) or the promulgation, or change in the interpretation, of any Applicable Law by any court, judicial institution or regulatory authority with competent jurisdiction under the Applicable Law (including any action taken by a taxing authority); or
 - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any such Relevant Hedging Transaction; or

- (iv) the general unavailability of: (A) market participants willing to enter into a Relevant Hedging Transaction; or (B) market participants willing to enter into a Relevant Hedging Transaction on commercially reasonable terms.
- (c) Consequences. In the event of a Hedging Disruption Event, the Issuer, may determine to:
 - (i) terminate the Securities. In such circumstances the Issuer will, if and to the extent permitted by the Applicable Law, pay to each Securityholder in respect of each Security held by such Securityholder an amount calculated by it as the fair market value of the Security immediately prior to such termination, less the costs to the Issuer for unwinding any related hedging arrangements;
 - (ii) make an adjustment in good faith to the relevant reference asset by removing the Disrupted Instrument at its fair market value (which may be zero). Upon any such removal the Issuer may: (A) hold any notional proceeds (if any) arising as a consequence thereof and adjust the terms of payment and/or delivery in respect of the Securities; or (B) notionally reinvest such proceeds in other reference asset(s) if so permitted under the Conditions, including the reference asset(s) to which the Securities relate;
 - (iii) make any other adjustment to the Conditions as the Issuer considers appropriate in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.

6. PURCHASES, FURTHER ISSUES BY THE ISSUER AND PRESCRIPTION

- (a) Purchases. The Issuer, any affiliate of the Issuer or any third party may purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held, cancelled or reissued or resold, and Securities so reissued or resold shall for all purposes be deemed to form part of the original series of Securities.
- (b) Further Issues. The Issuer shall be at liberty from time to time without the consent of the Securityholders or any of them to create and issue further securities on the same terms (except for their respective Issue Date or issue price) so as to be consolidated with and form a single series with the Securities.
- (c) Prescription. The Securities must be presented for redemption within a period of ten years, starting from the day on which the Securities are exercised or terminated. If the Securities are not so presented, the relevant redemption claim shall become void. For the avoidance of doubt, the redemption claims of the Securityholders shall also become void if the Securities are not exercised in accordance with their exercise provisions.

7. MODIFICATIONS

- (a) In the event of manifest typing or calculation errors or similar manifest errors in the Conditions, the Issuer shall be entitled to declare rescission (*Anfechtung*) to the Securityholders. The declaration of rescission shall be made without undue delay upon becoming aware of any such ground for rescission (*Anfechtungsgrund*) and in accordance with General Condition 4.
- (b) The Issuer may combine the declaration of rescission pursuant to General Condition 7(a) with an offer to continue the Securities on the basis of corrected Conditions (the "**Offer**"). The Offer and the corrected terms shall be notified to the Securityholders together with the declaration of rescission in accordance with General Condition 4. The Offer shall be deemed to be accepted by a Securityholder (and the rescission will not take effect), provided that the Securityholder does not submit within four weeks following the date on which the Offer has become effective in accordance with General Condition 4 a claim to the Principal Paying Agent for the repayment of the issue price of the Securities. The Issuer will inform the Securityholders about this effect in the notice.
- (c) Contradictory or incomplete provisions in the Conditions may be corrected or amended, as the case may be, by the Issuer in its reasonable discretion (*billiges Ermessen*). The Issuer shall only be entitled to make such corrections or amendments pursuant to this General Condition 7(c) which are reasonably acceptable to the Securityholders having regard to the interests of the Issuer and in particular which do not materially adversely affect the legal or financial situation of the Securityholders. Notice of any such correction or amendment will be given to the Securityholders in accordance with General Condition 4.

8. SUBSTITUTION

- (a) Substitution of Issuer. The Issuer may at any time without the consent of the Securityholders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities any entity (the "**Substitute**"), subject to
 - either (x)
 - (A) the Issuer having given at least 30 days' prior notice of the date of such substitution to the Securityholders in accordance with General Condition 4; and
 - (B) the Issuer having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Securityholders;
 - or (y)

- (A) the Issuer having given at least three months' prior notice of the date of such substitution to the Securityholders in accordance with General Condition 4; and
- (B) each Securityholder, as of (and including) the date of such notice until (and including) the date of such substitution, being entitled to terminate the Securities held by such Securityholder without any notice period in which event the Issuer will, if and to the extent permitted by the applicable law, pay to such Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Security immediately prior to such termination. Payment will be made to the Securityholder in such manner as shall be notified to the Securityholders in accordance with General Condition 4;

and in each case subject to all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Securities represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect. In addition, so long as Euroclear Sweden AB is the Clearing Agent in respect of the Securities, any substitution of the Issuer in accordance with this General Condition 8(a) shall comply with the requirements of Euroclear Sweden AB and, in particular, any Substitute shall be acceptable to Euroclear Sweden AB. In the event of any substitution of the Issuer, any reference in the Conditions to the Issuer shall from such time be construed as a reference to the Substitute.

- (b) Substitution of Office. The Issuer shall have the right upon notice to the Securityholders in accordance with General Condition 4 to change the office through which it is acting and shall specify the date of such change in such notice.

9. TAXATION

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other similar payment which may arise as a result of the ownership, transfer or exercise of any Securities. In relation to each Security the relevant Securityholder shall pay all Expenses as provided in the Product Conditions. All payments or, as the case may be, deliveries in respect of the Securities will be subject in all cases to all applicable fiscal and other laws and regulations (including, where applicable, laws requiring the deduction or withholding for, or on account of, any tax duty or other charge whatsoever). The Securityholder shall be liable for and/or pay any tax, duty or charge in connection with the ownership of and any transfer, payment or delivery in respect of the Securities held by such Securityholder. The Issuer shall have the right, but shall not be obliged, to withhold or

deduct from any amount payable such amount, as shall be necessary to account for or to pay any such tax, duty, charge, withholding or other payment.

10. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

- (a) Redenomination. The Issuer may, without the consent of any Securityholder, on giving notice to the Securityholders in accordance with General Condition 4 elect any or all of the following with effect from the Adjustment Date specified in such notice:
 - (i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments with respect to the Securities shall be made solely in euro as though references in the Securities to the Settlement Currency were to euro;
 - (ii) where the Conditions contain a rate of exchange or any amount in the Conditions is expressed in a National Currency Unit (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted into euro at the Established Rate; and
 - (iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in euro.
- (b) Adjustment to Conditions. The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with General Condition 4 make such adjustments to the Conditions as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.
- (c) Euro Conversion Costs. Notwithstanding General Condition 10(a) and/or General Condition 10(b), none of the Issuer, the Calculation Agent nor any Paying Agent shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.
- (d) Definitions Relating to European Economic and Monetary Union. In this General Condition, the following expressions have the meanings set out below.

"Adjustment Date" means a date specified by the Issuer in the notice given to the Securityholders pursuant to this Condition which falls on or after the date on which the country of the Original Currency or, as the case may be, the Settlement Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

"Established Rate" means the rate for the conversion of the Original Currency or, as the case may be, the Settlement Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

"National Currency Unit" means the unit of the currency of a country as those units are defined on the day before the country first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty; and

"Treaty" means the treaty establishing the European Community, as amended.

11. AGENTS

- (a) Principal Paying Agent and Paying Agents. The Issuer, acting through its address specified in these Final Terms, shall undertake the duties of the principal paying agent (the "**Principal Paying Agent**" which expression shall include any successor principal paying agent). The Issuer reserves the right at any time to vary or terminate the appointment of any paying agent (the "**Paying Agent**" which expression shall include the Principal Paying Agent as well as any successor paying agent) and to appoint further or additional Paying Agents, provided that no termination of appointment of the Principal Paying Agent shall become effective until a replacement Principal Paying Agent shall have been appointed and provided that, if and to the extent that any of the Securities are listed on any stock exchange or publicly offered in any jurisdiction, there shall be a Paying Agent having a specified office in each country required by the rules and regulation of each such stock exchange and each such jurisdiction. Notice of any appointment, or termination of appointment, of any Paying Agent or of any change in the specified office of any Paying Agent as specified in these Final Terms will be given to Securityholders in accordance with General Condition 4. Each Paying Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders or any of them. Any calculations or determinations in respect of the Securities made by a Paying Agent shall (save in the case of manifest error) be final, conclusive and binding on the Securityholders.
- (b) Calculation Agent. The Issuer, acting through its address specified in these Final Terms, shall undertake the duties of the calculation agent (the "**Calculation Agent**" which expression shall

include any successor calculation agent) in respect of the Securities unless the Issuer decides to appoint a successor Calculation Agent in accordance with the provisions below.

The Issuer reserves the right at any time to appoint another institution as the Calculation Agent provided that no termination of appointment of the existing Calculation Agent shall become effective until a replacement Calculation Agent shall have been appointed. Notice of any appointment, or termination or appointment, or of any change in the specified office of the Calculation Agent as specified in these Final Terms will be given to the Securityholders in accordance with General Condition 4.

The Calculation Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders. Any calculations or determinations in respect of the Securities made by the Calculation Agent (whether or not the Issuer) shall (save in the case of manifest error) be final, conclusive and binding on the Securityholders.

In making any such determinations and calculations in respect of the Securities, the Calculation Agent will act at all times in good faith and a commercially reasonable manner.

The Calculation Agent may, with the consent of the Issuer (if it is not the Issuer), delegate any of its obligations and functions to a third party as it deems appropriate.

12. PAYMENTS

- (a) **Payments.** Payments in respect of the Securities shall be made in accordance with General Condition 12(b) to, or to the order of, the respective Clearing Agent specified in these Final Terms to be credited to the accounts of the accountholders of the respective Clearing Agent in accordance with the applicable law as well as the rules and procedures of the respective Clearing Agent.
- (b) **Performance.** The Issuer shall be discharged from its payment obligation by making the payment to, or to the order of, the respective Clearing Agent.
- (c) **Payment Day.** If the date for payment of any amount in respect of the Securities is not a Payment Day (as defined in the Product Conditions), the Securityholder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment in respect of such delay.
- (d) The Issuer may deviate from the payment terms specified in General Conditions 12(a) to 12(c) having given prior notice to the Securityholders in accordance with General Condition 4. In this case, payment will be made to the Securityholders in such manner as shall be specified in the notice.

13. APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

- (a) Applicable Law. The terms and conditions of the Securities as well as the rights and obligations of the Securityholders and the Issuer shall in all respects be governed by, and exclusively construed in accordance with, German law.
- (b) Place of performance. Place of performance shall be Frankfurt am Main, Germany.
- (c) Place of jurisdiction. The regional court (*Landgericht*) of Frankfurt am Main, Germany, shall have non-exclusive jurisdiction for any disputes or other proceedings arising in connection with the Securities.

14. SEVERABILITY

Should any provision contained in the Conditions be or become legally ineffective in whole or in part, the other provisions shall remain effective. Any such legally ineffective provision shall be deemed replaced by an effective provision coming as close as legally permissible to the economic purpose of the legally ineffective provision.

15. LANGUAGE

The Conditions shall be binding and relevant in the English language.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO INDEX MINI FUTURE LONG CERTIFICATES

1. DEFINITIONS

"Business Day" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

"Calculation Period" means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

"Cash Amount" means an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Securityholder:

(Final Reference Price - Strike) x Multiplier, less Expenses (the **"Exercise Cash Amount"**); or

(b) Upon an Issuer Call:

(Termination Reference Price - Strike) x Multiplier, less Expenses (the **"Issuer Call Cash Amount"**); or

(c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price - Strike) x Multiplier, less Expenses (the **"Stop Loss Cash Amount"**),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

"Clearing Agent" means Euroclear Sweden AB, Box 191, 101 23 Stockholm, Sweden (**"Euroclear Sweden AB"**), and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Securityholders in accordance with General Condition 4 (each a **"Clearing Agent"** and together the **"Clearing Agents"**);

"Current Funding Spread" means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Strike Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Index and/or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the

Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the definition of the relevant Series;

"Current Stop Loss Premium" means an amount in the Strike Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the Minimum Premium nor greater than the Maximum Premium of the Strike, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the **"Current Stop Loss Premium Rate"**) on the Issue Date is the rate specified as such in the definition of the relevant Series;

"Exchange" means each exchange or quotation system from which the Index Sponsor takes the prices of the Shares to compute the Index or any successor to such exchange or quotation system;

"Exchange Rate" means, if the Strike Currency is different to the Settlement Currency, the rate of exchange between the Strike Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

"Exercise" means a Securityholder's right to exercise the Securities, in accordance with Product Condition 2;

"Exercise Date" means, subject to a Stop Loss Event, the tenth Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

"Exercise Time" means 5 p.m. CET;

"Expenses" means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

"Final Reference Price" means an amount (which shall be deemed to be a monetary value in the Strike Currency) equal to the level of the Index at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the price of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. Where index components are commodity futures contracts and if any such index component closes **"limit up"** or **"limit down"** on the Exchange on a Valuation Date the level of the Index for such Valuation Date will be adjusted by the Calculation Agent in its reasonable

discretion (billiges Ermessen) to reflect the first succeeding non-limit closing price of the relevant index component on the Exchange;

"Funding Cost" means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Rate plus the Current Funding Spread; multiplied by
- (b) the Strike on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

"Index" means the index specified as such in the definition of the relevant Series, subject to Product Condition 3;

"Index Sponsor" means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Trading Day and references to Index Sponsor shall include any successor index sponsor pursuant to Product Condition 3;

"Initial Leverage" means the number specified as such in the definition of the relevant Series. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

"Issue Date" means the date specified as such in the definition of the relevant Series;

"Issuer" means The Royal Bank of Scotland plc, a bank incorporated in Scotland with its statutory seat in Edinburgh acting through its office in London at 250 Bishopsgate, London EC2M 4AA;

"Issuer Call" means termination of the Securities by the Issuer in accordance with Product Condition 2;

"Issuer Call Commencement Date" means the first Business Day from and including the Issue Date;

"Issuer Call Date" means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

"Issuer Call Notice Period" means one year;

"Market Disruption Event" means (i) each market disruption event specified as such in Product Condition 3 and (ii) each emerging market disruption event (an **"Emerging Market Disruption Event"**) specified as such in Product Condition 3;

"Maturity Date" means the tenth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date, as the case may be;

"Maximum Funding Spread" means the rate specified as such in the definition of the relevant Series;

"Maximum Premium" means the rate specified as such in the definition of the relevant Series;

"Minimum Premium" means the rate specified as such in the definition of the relevant Series;

"Multiplier" means the number specified as such in the definition of the relevant Series, subject to any adjustment in accordance with Product Condition 3;

"Notional Dividend Amount" means, if **"Notional Dividend Amount"** is specified as being **"Applicable"** in the definition of the relevant Series, an amount as determined by the Calculation Agent, equal to the sum of the cash dividends and/or other cash distributions in respect of the Shares which have an ex-dividend date occurring during the Notional Dividend Period net of applicable withholding taxes at a rate adjusted by application of the United Kingdom tax treaty without regard to any tax credits, and less any Expenses;

"Notional Dividend Period" means each period from (but excluding) the Issue Date to (and including) the earlier of the next following Reset Date, Issuer Call Date or the Stop Loss Termination Date and thereafter from (but excluding) the Reset Date to (and including) the earlier of the next following Reset Date, Issuer Call Date or the Stop Loss Termination Date;

"Paying Agent" means Skandinaviska Enskilda Banken AB (publ), Merchant Banking, Rissneleden 110, 106 40 Stockholm, Sweden, as issuing and paying agent (the **"Issuing and Paying Agent"**), acting through its specified office and together, the **"Paying Agents"** which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

"Payment Day" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET2) is open;

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Strike Currency in the inter-bank market with a maturity of three months, one month, or overnight, as selected by the Calculation Agent in its reasonable discretion;

"Related Exchange" means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Index are traded;

"Relevant Number of Trading Days" means the number of Trading Days, if any, specified as such in the definition of the relevant Series;

"Reset Date" means the Issue Date and thereafter (a) each day of each calendar month specified as such in the definition of the relevant Series, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

"Securities" means each Series of Index MINI Future Long Certificates specified herein and each such certificate a **"Security"**. References to the terms **"Securities"** and **"Security"** shall be construed severally with respect to each Series specified herein;

"Series" means each series of Securities set out below:

DAX® Index MINI Future Long Certificates Series A ISIN: GB00B9GM4S84

Current Funding Spread:	2.5%
Current Stop Loss Premium Rate:	1.5%
Index:	DAX® Index (Bloomberg Code DAX)
Initial Leverage:	55.8772 (indicative)
Issue Date:	17 May 2013
Maximum Funding Spread:	3%
Maximum Premium:	5%
Minimum Premium:	1.5%
Multiplier:	0.001
Notional Dividend Amount:	Not applicable
Relevant Number of Trading Days:	For purposes of the: Issuer Call Date: 5 Valuation Date: 5
Reset Date:	15th day
Settlement Currency:	SEK
Stop Loss Barrier:	8,320.00
Stop Loss Barrier Rounding:	Upwards to the nearest whole 10 Index Points where "Index Point" means the standard market quotation basis used by the Index Sponsor with respect to the Index
Stop Loss Reset Date:	15th day
Strike:	8,197.00
Strike Currency:	EUR

Dow Jones Industrial Average MINI Future Long Certificates Series B ISIN: GB00B9GM4R77

Current Funding Spread:	2.5%
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Current Stop Loss Premium Rate:	3%
Index:	Dow Jones Industrial Average (Bloomberg Code INDU)
Initial Leverage:	9.9947 (indicative)
Issue Date:	17 May 2013
Maximum Funding Spread:	4%
Maximum Premium:	5%
Minimum Premium:	2%
Multiplier:	0.01
Notional Dividend Amount:	Applicable
Relevant Number of Trading Days:	For purposes of the: Issuer Call Date: 5 Valuation Date: 5
Reset Date:	15th day
Settlement Currency:	SEK
Stop Loss Barrier:	14,100.00
Stop Loss Barrier Rounding:	Upwards to the nearest whole 10 Index Points where "Index Point" means the standard market quotation basis used by the Index Sponsor with respect to the Index
Stop Loss Reset Date:	15th day
Strike:	13,686.00
Strike Currency:	USD

S&P 500 Index MINI Future Long Certificates Series C ISIN: GB00B9GM4Q60

Current Funding Spread:	2.5%
Current Stop Loss Premium Rate:	3%
Index:	S&P 500 Index (Bloomberg Code SPX)
Initial Leverage:	9.9416 (indicative)
Issue Date:	17 May 2013
Maximum Funding Spread:	3%
Maximum Premium:	6%
Minimum Premium:	3%
Multiplier:	0.001
Notional Dividend Amount:	Applicable
Relevant Number of Trading Days:	For purposes of the: Issuer Call Date: 5 Valuation Date: 5
Reset Date:	15th day
Settlement Currency:	SEK
Stop Loss Barrier:	1,526.00
Stop Loss Barrier Rounding:	Upwards to the nearest whole 1 Index Point where "Index Point" means the standard market quotation basis used by the Index Sponsor with respect to the Index
Stop Loss Reset Date:	15th day

Strike: 1,481.00
Strike Currency: USD

"Settlement Currency" means the currency specified as such in the definition of the relevant Series;

"Shares" means the shares that comprise the Index;

"Stop Loss Barrier" means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Strike Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Strike on the current Stop Loss Reset Date; plus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Barrier shall be rounded in the manner specified in the definition of the relevant Series. The applicable Stop Loss Barrier will be published on the Issuer's website (or any successor website). The Stop Loss Barrier on the Issue Date shall be the amount specified as such in the definition of the relevant Series;

"Stop Loss Event" occurs, subject to any adjustment in accordance with Product Condition 3, if the level of the Index (which shall be deemed to be a monetary value in the Strike Currency) is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, less than or equal to the Stop Loss Barrier. If no such level is available, the level will be determined by the Calculation Agent in its reasonable discretion;

"Stop Loss Reset Date" means (a) each day of each calendar month specified as such in the definition of the relevant Series, provided that, if such day is not a Business Day, the Stop Loss Reset Date will be the next following Business Day or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

"Stop Loss Termination Date" means the first Trading Day on which the Stop Loss Event occurs;

"Stop Loss Termination Reference Price" means, subject to any adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Strike Currency) determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Index as determined by the Calculation Agent by reference to the levels of the Index during the Stop Loss Termination Valuation Period;

"Stop Loss Termination Valuation Date" means the last Trading Day during the Stop Loss Termination Valuation Period;

"Stop Loss Termination Valuation Period" means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close

of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

"Strike" means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Strike Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Strike Currency, in accordance with the following formula:

- (a) the Strike on the previous Reset Date; plus
- (b) Funding Cost; minus
- (c) the Notional Dividend Amounts.

The applicable Strike will be published on the Issuer's website (or any successor website). The Strike on the Issue Date is the price specified as such in the definition of the relevant Series;

"Strike Currency" means the currency specified as such in the definition of the relevant Series;

"Termination Reference Price" means an amount (which shall be deemed to be a monetary value in the Strike Currency) equal to the level of the Index at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

"Trading Day" means any day on which the Index Sponsor should calculate and publish the closing level of the Index according to its rules;

"Valuation Date" means the last Trading Day of March in each year, commencing no earlier than one year after the Issue Date, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

"Valuation Time" means the time with reference to which the Index Sponsor calculates the closing level of the Index, or such other time as the Issuer may determine in its reasonable discretion and notify to the Securityholders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES

- (a) **Exercise.** Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) **Stop Loss Event.** Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) **Issuer Call.** The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Securityholders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) **Cash Settlement.** Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Securityholder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Securityholder to receive from the Issuer on the Maturity Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) **General.** With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (f) **Notice.** All payments shall be subject to the delivery of a duly completed notice (a "**Notice**") to the Issuing and Paying Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;

- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
 - (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Maturity Date such account with such Securities;
 - (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
 - (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, "**U.S. person**" means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "**U.S. person**" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and
 - (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Securityholder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Maturity Date.

- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Securityholder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Securityholder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Issuing and Paying Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Securityholder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by the Issuing and Paying Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

- (a) Market Disruption. The Calculation Agent shall notify the Securityholders in accordance with General Condition 4 if it determines that a Market Disruption Event or an Emerging Market Disruption Event has occurred and about the content of the adjustment(s).

"Market Disruption Event" means: (i) a general moratorium is declared in respect of banking activities in the country in which any Exchange or any Related Exchange is located or (ii) the occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on an Exchange or any Related Exchange of any suspension of or limitation imposed on trading or the disruption or impairment in the ability of market participants in general to effect transactions (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise), (A) on any Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, if in the determination of the Calculation Agent, such suspension or limitation is material. For the purpose of determining whether such suspension or limitation is material, if trading in a security included in the Index is suspended or materially limited at that time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security relative to (y) the overall level of the Index, in each case immediately before that suspension or limitation; or (B) on any Related Exchange in any options contracts or futures

contracts or other derivatives contracts relating to the relevant Index. In any event, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the relevant exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the relevant exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

"Emerging Market Disruption Event" means:

- (i) Moratorium. A general moratorium is declared with respect to banking activities in the principal financial centre of the Relevant Currency (as defined below); or
- (ii) Exchange Rate Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate (as defined below), if relevant, on any relevant date in the inter-bank market; or
- (iii) Governmental Default. With respect to any security issued by, any indebtedness for money borrowed by, or any guarantee given by any Governmental Authority (as defined below), there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) with respect to any such security, indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee, or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
- (iv) Inconvertibility/Non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate (if relevant) through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such country or the Relevant Currency between accounts in such country or to a party that is a non-resident of such country; or

- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate (if relevant) for an amount which the Issuer determines to be necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character in the country of the principal financial centre of the Relevant Currency with respect to (A) any transactions (including derivatives transactions) related to the Relevant Currency, or any transactions denominated in the Relevant Currency related to the Index or any index component (the "**Relevant Transactions**"); or (B) accounts in which the Relevant Transactions are held or are permitted to be held; or (C) any interest income received from Relevant Transactions; or (D) any capital gains resulting from Relevant Transactions; or
- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency; or
- (x) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

"Governmental Authority" means any *de facto* or *de jure* government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate (if relevant).

"Relevant Currency" means the Settlement Currency, the lawful currency in which the Index or any index component is denominated from time to time, or the lawful currency of the country in which an Exchange is located, provided that the Relevant Currency shall not include any lawful currency that is a Standard Currency (as defined below).

"Relevant Currency Exchange Rate" means each rate of exchange between the Relevant Currency and the Settlement Currency.

"Standard Currency" means the lawful currency of Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States.

- (b) Adjustments to Index. The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with General Condition 4 of any determination made by it pursuant to paragraphs (i), (ii), (iii) or (iv) below.
- (i) If the Index is: (A) not calculated and announced by the Index Sponsor but is calculated and announced by a successor to the Index Sponsor (the "**Successor Sponsor**") acceptable to the Calculation Agent; or (B) replaced by a successor index using in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then (in either case) the Index will be deemed to be the index so calculated and announced by such Successor Sponsor or that successor index, as the case may be.
- (ii) If: (A) on or prior to the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date, as the case may be, the Index Sponsor or, if applicable, the Successor Sponsor makes a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent securities and other routine events); or (B) on the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date the Index Sponsor or, if applicable, the Successor Sponsor fails to calculate and/or publish the Index; then (in either case) the Calculation Agent shall determine the Final Reference Price, the Stop Loss Termination Reference Price or the Termination Reference Price using, in lieu of a published level for the Index on the Valuation Date, the Issuer Call Date or during the Stop Loss Termination Valuation Period, as the case may be, the level for the Index as determined by the Calculation Agent in accordance with the formula for and method of calculating the Index last in effect prior to the change or failure, but using only those securities that comprised the Index immediately prior to the change or failure (other than those securities that have since ceased to be listed on the Exchange or any other exchange on which the Shares are listed) or in the case of a material modification of the Index only, the Calculation Agent shall deem such modified Index to be the Index so calculated and announced or shall terminate the Securities by giving notice in accordance with General Condition 4.

- (iii) If, at any time, any of the events specified in (A) to (H) below occurs and the Index Sponsor or, if applicable, the Successor Sponsor has not in the opinion of the Calculation Agent made an appropriate adjustment to the level of the Index in order to account fully for such event, notwithstanding that the rules published or applied by the Index Sponsor or, if applicable, the Successor Sponsor pertaining to the Index have been applied, the Calculation Agent shall make such adjustment to the level of the Index as it considers appropriate in order to so account. (A) a distribution or dividend to existing holders of the Shares of: (i) Shares; or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the issuer of the Shares equally or proportionately with such payments to holders of Shares or (iii) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price; (B) a free distribution or dividend of any Shares to existing holders by way of bonus, capitalisation or similar issue; (C) an extraordinary dividend; (D) any cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (E) any non-cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (F) any other extraordinary cash or non-cash dividend on, or distribution with respect to, the Shares which is, by its terms or declared intent, declared and paid outside the normal operations or normal dividend procedures of the relevant issuer, provided that, in all cases, the related ex-dividend date occurs during the period from but including the Issue Date up to and excluding the Valuation Date; (G) a distribution of cash dividends on the Shares equal to or greater than 8 per cent. per annum of the then current market value of the Shares; (H) any other similar event having a dilutive or concentrative effect on the theoretical value of the Shares.
- (iv) The Issuer reserves the right to issue further Securities, make adjustments or to distribute to the Securityholders any rights in connection with the Securities as it reasonably believes are appropriate in circumstances where an event or events occur which the Issuer (in its reasonable discretion and notwithstanding any adjustments previously made to the Securities) believes should in the context of the issue of Securities and its obligations hereunder, give rise to such adjustment or distribution, provided that such adjustment is considered by the Calculation Agent to be appropriate generally (without considering the individual circumstances of any Securityholder or the tax or other consequences of such

adjustment in any particular jurisdiction) or is required to take account of provisions of the laws of the relevant jurisdiction or the practices of the Exchange.

- (c) The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Securityholder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Securityholders copies of any such determinations.