
FINAL TERMS

FINAL TERMS No. 120,866

DATED: 19 JULY 2013

INDEX MINI FUTURE LONG CERTIFICATES

This document constitutes the final terms (the "**Final Terms**") of each series of MINI Future Certificates (the "**Securities**") described herein for purposes of Article 5(4) of the Prospectus Directive and issued by The Royal Bank of Scotland plc, a bank incorporated in Scotland with registered office in Edinburgh acting through its office in London (the "**Issuer**").

These Final Terms must be read in conjunction with the English language base prospectus of the Issuer relating to MINI Future Certificates dated 18 June 2013 as approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*; the "**BaFin**") (the "**Base Prospectus**"). These Final Terms and the Base Prospectus must also be read in connection with the registration document of The Royal Bank of Scotland plc dated 12 March 2013 (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) of the German Securities Prospectus Act (*Wertpapierprospektgesetz*) (the "**Supplements**").

Complete information on the Issuer and the Securities can only be derived from the Base Prospectus, any Supplements, the Registration Document, as well as these Final Terms.

As long as the Securities are listed on any stock exchange and/or offered to the public, copies of the following documents will be available (a) 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 Issuing and Paying Agent as specified in these Final Terms, and (b) 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.

A summary of the individual issue is annexed to these Final Terms.

| TOTAL AMOUNT OF THE OFFER AND SERIES | NDX SHORT NAME | ISIN | ISSUE PRICE (INDICATIVE) |
|--|-----------------------|--------------|-------------------------------------|
| 150,000 OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | SEK 60.31 |

Admission to trading:

It is intended to apply for trading of the Securities on the following stock exchange and official market with effect from the issue date: Nordic Growth Market (NGM) - Nordic Derivatives Exchange (NDX) Official List.

Public offer:

Commencement of the public offer: planned from 19 July 2013
Country/Countries: Sweden

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:

Information on the underlying of the Securities can be obtained via the Issuer and on the Issuer's website www.rbsbank.se/markets (or any successor website), and on the Bloomberg page(s) specified in the Product Conditions of these Final Terms.

Risk factors:

A description of the risk factors related to the underlying of the Securities is set out in the section "Risk Factors" under the heading "2. Risk Factors related to the Securities" with the sub-heading "2.2 Risks relating to the Underlying", with the sections "Special risks associated with indices" and "Special risks associated with emerging market underlyings" of the Base Prospectus.

General description of the Securities:

A description related to the specific structure of the Securities is set out under the heading "MINI Future Long Certificates" in the section "General Description of the Securities" of the Base Prospectus.

CONDITIONS: GENERAL CONDITIONS

The General Conditions which follow relate to the Securities specified in the Product Conditions and must be read in conjunction with the Product Conditions relating to such Securities. The General Conditions and the Product Conditions together constitute the Conditions of the Securities.

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. FORM AND STATUS

- (a) **Form.** The Securities are issued in dematerialised form and are registered in the book-entry system of the Clearing Agent. Title to the Securities will pass by transfer between accountholders at the Clearing Agent 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 the Clearing Agent that are in force and effect from time to time (the “**Applicable Rules**”).
- (b) “**Securityholder**” means a person in whose name a Security is registered in a book-entry account in the book-entry system of the Clearing Agent or any other person recognised as a holder of Securities pursuant to the Applicable Rules and accordingly, where Securities are held through a registered nominee, the nominee shall be deemed to be the Securityholder.
- (c) **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. NOTICES

All notices under the 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.

4. PURCHASES AND FURTHER ISSUES BY THE ISSUER

- (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.
- (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.

5. 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 3.
- (b) The Issuer may combine the declaration of rescission pursuant to General Condition 5(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 3. 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 3 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 5(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 3.

6. 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 3; 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 3; 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 3;

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, any substitution of the Issuer in accordance with this General Condition 8(a) shall comply with the requirements of the Clearing Agent and, in particular, any Substitute shall be acceptable to the Clearing Agent.

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 3 to change the office through which it is acting and shall specify the date of such change in such notice.

7. 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. 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/or any transfer, payment or delivery in respect of the Securities held by such Securityholder. The Issuer shall have the right, 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.

8. AGENTS

- (a) Principal Paying Agent and Issuing and Paying Agent. The Issuer reserves the right at any time to vary or terminate the appointment of any issuing and paying agent (the **"Issuing and Paying Agent"**)

and to appoint further or additional Issuing and Paying Agent, provided that no termination of appointment of the principal paying agent (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 Issuing and 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, or any change in the specified office, of any Issuing and Paying Agent will be given to Securityholders in accordance with General Condition 3. Each Issuing and 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.

- (b) Calculation Agent. 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 termination or appointment will be given to the Securityholders in accordance with General Condition 3.

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.

9. LIABILITY

With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Issuing and Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with the Conditions or in case of a wilful or gross negligent breach of other duties.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO INDEX MINI FUTURE LONG CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities.

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 Agent” means The Royal Bank of Scotland plc, London office, 135 Bishopsgate, London EC2M 3UR, subject to a replacement pursuant to General Condition 8;

“Calculation Period” means each period from (but excluding) the Issue Date to (and including) the first Trading Day and thereafter each period from (but excluding) the immediately preceding Trading Day to (and including) the current Trading Day;

“Cash Amount” means, subject to an adjustment in accordance with Product Condition 4, an amount calculated by the Calculation Agent in accordance with the following formula, less Expenses (if any):

$$(\text{Final Reference Price} - \text{Strike}) \times \text{Multiplier}.$$

The Cash Amount shall not be less than zero and shall be converted into the Settlement Currency at the Exchange Rate and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded downwards, if necessary;

“Certification” means a certification in accordance with Product Condition 2(k);

“Clearing Agent” means Euroclear Sweden AB, Box 191, 101 23 Stockholm, Sweden, 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 3 (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 (*billiges Ermessen*), having regard to the Strike Currency and prevailing market conditions, including, but not limited to, (a) the liquidity of the global financial markets; (b) the availability and cost of capital and credit; (c) interest rates; (d) the announcement or implementation of any new or additional law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power which would impose higher capital ratio requirements for banks; or (e) any other condition or event similar to any of the above which as a result would require an adjustment of the Current Funding Spread, as determined by the Calculation Agent

in its reasonable discretion (*billiges Ermessen*). The Current Funding Spread may be reset by the Calculation Agent on any Trading Day, subject to the Maximum Funding Spread per annum.

If in the reasonable discretion (*billiges Ermessen*) 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 may be increased to reflect this change, subject to the Maximum Funding Spread per annum. Any such increase of the Current Funding Spread shall be notified to the Securityholders in accordance with General Condition 3.

The Current Funding Spread on the Issue Date is the spread specified as the initial Current Funding Spread in the definition of the relevant Series;

“Emerging Market Disruption Event” means each event specified as an Emerging Market Disruption Event in Product Condition 3;

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

“Exchange Rate” means the rate of exchange between the Strike Currency and the Settlement Currency as determined by the Calculation Agent at or about the Valuation Time on the Valuation Date or the Issuer Call Date by reference to such sources as the Calculation Agent may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate at such time and notified to the Securityholders in accordance with General Condition 3;

“Exercise” means a Securityholder's right to exercise the Securities, in accordance with Product Condition 2(b);

“Exercise Date” means the tenth Business Day preceding the scheduled Valuation Date;

“Exercise Time” means 5 p.m. Central European Time;

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

“Final Reference Price” means, subject to Product Conditions 3 and 4, (a) following an Exercise, an amount (which shall be deemed to be a monetary value in the Strike Currency) equal to the Reference Price on the Valuation Date; or (b) following an Issuer Call, an amount (which shall be deemed to be a monetary value in the Strike Currency) equal to the Reference Price on the Issuer Call Date;

“Funding Cost” means, subject to an adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Strike Currency), as determined on each Trading Day by the Calculation Agent, equal to:

(a) the Rate plus the Current Funding Spread; multiplied by

(b) the Strike on the immediately preceding Trading Day; multiplied by

(c) the number of calendar days elapsed in the Calculation Period divided by 360.

The Funding Cost will be published on the Issuer's website www.rbsbank.se/markets (or any successor website);

“Global Security” has the meaning given in General Condition 2;

“Index” means the index specified as such in the definition of the relevant Series, subject to an adjustment in accordance with Product Condition 4;

“Index Components” means the securities or other financial instruments that comprise the Index, subject to an adjustment in accordance with Product Condition 4;

“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 the Index Sponsor shall include any successor index sponsor pursuant to Product Condition 4;

“Issue Date” means 19 July 2013;

“Issuer” means The Royal Bank of Scotland plc, a bank incorporated in Scotland with registered office in Edinburgh acting through its office in London at 135 Bishopsgate, London EC2M 3UR;

“Issuer Call” means termination of the Securities by the Issuer in accordance with Product Condition 2(c);

“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(c). If this day is not a Trading Day, the Issuer Call Date shall be the first succeeding Trading Day. The Issuer Call Date shall be subject to a postponement in accordance with Product Condition 3;

“Issuer Call Notice Period” means one year;

“Issuing and Paying Agent” means Skandinaviska Enskilda Banken AB (publ), Merchant Banking, Rissneleden 110, 106 40 Stockholm, Sweden, and shall include any other issuing and paying agent appointed pursuant to the provisions of General Condition 8 as well as the Principal Paying Agent;

“Market Disruption Event” means each event specified as a Market Disruption Event in Product Condition 3;

“Maturity Date” means (a) in case of an Exercise in accordance with Product Condition 2(b), the tenth Business Day following the Valuation Date; (b) in case of an Issuer Call in accordance with Product Condition 2(c), the tenth Business Day following the Issuer Call Date; or (c) in case of a stop-loss in accordance with Product Condition 2(d), the tenth Business Day following the Stop-Loss 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, subject to an adjustment in accordance with Product Condition 4;

“Minimum Premium” means the rate specified as such in the definition of the relevant Series, subject to an adjustment in accordance with Product Condition 4;

“Multiplier” means the number specified as such in the definition of the relevant Series, subject to an adjustment in accordance with Product Condition 4;

“Notice” means a notice in accordance with Product Condition 2(g);

“Notional Dividend Amount” means an amount, where applicable converted into the Strike Currency at the prevailing spot rate of exchange, as determined by the Calculation Agent, equal to the sum of the cash dividends and/or other cash distributions declared in respect of any Index Component which have an ex-dividend date occurring during the Calculation 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;

“Observation Period” means the period from (and including) the Observation Period Start Time on the Issue Date up to (and including) the Valuation Time on the Valuation Date or Issuer Call Date;

“Observation Period Start Time” means 8 a.m. Central European Time;

“Payment Day” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for 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;

“Principal Paying Agent” means The Royal Bank of Scotland plc, London office, 135 Bishopsgate, London EC2M 3UR, subject to a replacement pursuant to General Condition 8;

“Rate” means the 1 month STIBOR as published on Bloomberg page STBB1M <INDEX> (or on a page replacing such page) at or about 11 a.m. Central European Time.

In the event the Rate is not published on the relevant page on the relevant day and time, the Calculation Agent will request each Reference Bank to provide a quotation for the Rate. If at least two quotations are provided, the Rate will be the arithmetic mean of the quotations. If it is not possible to obtain quotations of the Rate by at least two of the Reference Banks then the Calculation Agent will determine the Rate in its reasonable discretion (*billiges Ermessen*). The Issuer shall notify the Securityholders in accordance with General Condition 3 of any determination of the Rate;

“Reference Bank” means each of the principal Stockholm office of four major banks in the Stockholm interbank market which ordinarily provide quotations for the Rate;

“Reference Price” means, with respect to any day (a **“Reference Day”**) and subject to Product Condition 4, an amount equal to the level of the Index published on the page specified as such in the definition of the relevant Series (or on a page replacing such page) at or about the Valuation Time on such Reference Day without regard to any subsequently published correction or (if such level is not published and a Market Disruption Event and an Emerging Market Disruption Event has not occurred and is not continuing) an amount corresponding to the level determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) as the level of the Index at or about the Valuation Time on such Reference Day, and notified to the Securityholders in accordance with General Condition 3.

If a Market Disruption Event or an Emerging Market Disruption Event occurs on any Reference Day other than on a Valuation Date or Issuer Call Date, Product Condition 3 shall apply accordingly with respect to such Reference Day;

“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 five Trading Days or, in the event of an Emerging Market Disruption Event, 180 Trading Days;

“Reset Date” means the Issue Date and thereafter (a) each 15th day of each calendar month, 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 (*billiges Ermessen*);

“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;

“Securityholder” has the meaning given in General Condition 2;

“Series” means each series of Securities set out below:

OMX Stockholm 30 Index MINI Future Long Certificates Series A ISIN: GB00B9LQTF71 NDX Short Name: MINILONG OMX M5

| | |
|---------------------------------|---|
| Index: | OMX Stockholm 30 Index (Bloomberg Code OMX <INDEX>) |
| Initial Current Funding Spread: | 2.5% |
| Initial Strike: | 1,155.00 |
| Maximum Funding Spread: | 3% |
| Maximum Premium: | 6% of the Strike |
| Minimum Premium: | 2% of the Strike |
| Multiplier: | 1 |
| Stop-Loss Barrier: | 1,179.00 |
| Stop-Loss Premium: | 2% of the initial Strike |
| Strike Currency: | SEK |

“Settlement Currency” means SEK;

“Stop-Loss Amount” means, subject to an adjustment in accordance with Product Condition 4, an amount calculated by the Calculation Agent in accordance with the following formula, less Expenses (if any):

$$(\text{Stop-Loss Reference Price} - \text{Strike}) \times \text{Multiplier.}$$

The Stop-Loss Amount shall not be less than zero and shall be converted into the Settlement Currency at an exchange rate determined by the Issuer in its reasonable discretion (*billiges Ermessen*) having regard to the hedge of its obligations under the Securities, rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded downwards, if necessary;

“Stop-Loss Barrier” means, subject to an adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Strike Currency) as determined by the Calculation Agent on each Reset Date in accordance with the following formula:

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

The Stop-Loss Barrier shall be rounded upwards to the nearest whole Index Point (where "Index Point" means the standard market quotation basis used by the Index Sponsor with respect to the Index).

The applicable Stop-Loss Barrier will be published on the Issuer's website www.rbsbank.se/markets (or any successor website).

The Stop-Loss Barrier on the Issue Date is the amount specified as such in the definition of the relevant Series;

“Stop-Loss Date” means the Trading Day on which the Stop-Loss Reference Price is determined during the Stop-Loss Valuation Period;

“Stop-Loss Event” occurs 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 during the Observation Period, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event or an Emerging Market Disruption Event less than or equal to the Stop-Loss Barrier;

“Stop-Loss Premium” means, subject to an adjustment in accordance with Product Condition 4, an amount equal to a percentage of the Strike, as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) on each Reset Date having regard to the current market conditions (including, without limitation, market volatility as well as liquidity and volatility of the Index).

The Stop-Loss Premium shall not be less than the Minimum Premium and not greater than the Maximum Premium.

The Stop-Loss Premium on the Issue Date is the rate specified as such in the definition of the relevant Series.

The Stop-Loss Premium will be published on the Issuer's website www.rbsbank.se/markets (or any successor website);

“Stop-Loss Reference Price” means, subject to an adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Strike Currency) determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) 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 Valuation Period;

“Stop-Loss Valuation Period” means the period immediately following the Stop-Loss Event, as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*), having regard to liquidity in the market with respect to the Index and/or instruments related to the Index used by the Issuer to hedge entirely or in part its obligations under the Securities, provided that the Stop-Loss Valuation Period shall not be greater than three hours (without regard to any period during which in the determination of the Calculation Agent a Market Disruption Event or an Emerging Market Disruption Event has occurred or is continuing).

In the event that the Stop-Loss Event occurs less than three hours prior to the official close of trading on the Exchange or the Related Exchange, the Stop-Loss Valuation Period shall continue onto the immediately following Trading Day(s), provided that the Stop-Loss Valuation Period shall in total not be greater than three hours (without regard to any period during which in the determination of the Calculation Agent a Market Disruption Event or an Emerging Market Disruption Event has occurred or is continuing);

“Strike” means initially on the Issue Date the amount specified as initial Strike in the definition of the relevant Series. After the Issue Date, the Calculation Agent will determine the Strike (which shall be deemed to be a monetary value in the Strike Currency) on each Trading Day, subject to an adjustment in accordance with Product Condition 4, in accordance with the following formula:

(a) the Strike on the immediately preceding Trading Day; plus

(b) Funding Cost; minus

(c) the Notional Dividend Amount(s).

The applicable Strike will be published on the Issuer's website www.rbsbank.se/markets (or any successor website);

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

“Trading Day” means any day that is (or, but for the occurrence of a Market Disruption Event or an Emerging Market Disruption Event would have been) a day on which the Index Sponsor should calculate and announce the closing level of the Index according to its rules;

“Valuation Date” means the last Trading Day of March in each year, commencing one year after the Issue Date. The Valuation Date shall be subject to a postponement in accordance with Product Condition 3; 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 (*billiges Ermessen*) and notify to the Securityholders in accordance with General Condition 3.

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) Securityholder's Right. The Issuer hereby grants the holder of each Security the right to demand payment on the Maturity Date of:
 - (i) the Cash Amount following an Exercise in accordance with Product Condition 2(b) and subject to delivery of a duly completed Notice or following an Issuer Call in accordance with Product Condition 2(c) and subject to delivery of a duly completed Certification; or
 - (ii) the Stop-Loss Amount, if a Stop-Loss Event has occurred in accordance with Product Condition 2(d) and subject to delivery of a duly completed Certification.
- (b) Securityholder's Exercise. Provided a Stop-Loss Event has not occurred, and notwithstanding notice of an Issuer Call, the Securityholder can exercise the Securities on any Exercise Date by delivery of a duly completed Notice to the Issuing and Paying Agent with a copy to the Principal Paying Agent prior to the Exercise Time on an Exercise Date.

For the avoidance of doubt, a termination of the Securities in accordance with Product Condition 4(b) or (c), 5 or 6 will override a due Exercise and/or an Issuer Call.

- (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 General Condition 3, and shall specify the Issuer Call Date.
- (d) Stop-Loss. Following a Stop-Loss Event, the Securities will terminate automatically. The Stop-Loss Event and the date it occurred will be published on the Issuer's website www.rbsbank.se/markets (or any successor website). A Stop-Loss Event will override a due Exercise and/or an Issuer Call if the Stop-Loss Event occurs prior to or on the Valuation Date or Issuer Call Date.
- (e) Settlement. The Issuer shall pay any amounts to be paid pursuant to Product Condition 2(a) to the Clearing Agent for credit to the account of the Securityholder on the Maturity Date.
- (f) Payment Day. If the date for payment of any amount with respect to the Securities is not a Payment Day, 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 with respect to such delay.

- (g) Notice. The form of the Notice may be obtained during normal business hours from the specified office of each Issuing and 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) include a Certification in accordance with Product Condition 2(k); and
 - (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (h) 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.
- (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 to notify the relevant Securityholder without undue delay 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 a Notice may not 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.
- (k) Certification. All payments shall be subject to the delivery of a duly completed Certification to the Issuing and Paying Agent with a copy to the Principal Paying Agent. The form of the Certification may be obtained during normal business hours from the specified office of each Issuing and Paying Agent.

A Certification shall:

- (i) certify that neither the person delivering the Certification nor any person on whose behalf the Certification 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% 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
 - (ii) authorise the production of such Certification in any applicable administrative or legal proceedings.
- (l) Incomplete Certification. The Principal Paying Agent shall use its best efforts to notify the relevant Securityholder without undue delay if it has determined that a Certification is incomplete.

3. MARKET DISRUPTION

- (a) If in the determination of the Calculation Agent a Market Disruption Event or an Emerging Market Disruption Event has occurred on the Valuation Date or the Issuer Call Date, then the Valuation Date or the Issuer Call Date, shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event or no Emerging Market Disruption Event, unless the Calculation Agent determines that there is a Market Disruption Event or an Emerging Market Disruption Event occurring on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event or the Emerging Market Disruption Event) would have been the Valuation Date or the Issuer Call Date. In that case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date or the Issuer Call Date (regardless of the Market Disruption Event or the Emerging Market Disruption Event); and (ii) the Calculation Agent shall determine the relevant Reference Price.

If a Market Disruption Event or an Emerging Market Disruption Event constitutes also an adjustment event in accordance with Product Condition 4 and the Calculation Agent makes an adjustment in

accordance with Product Condition 4, the provisions relating to the Market Disruption Event or the Emerging Market Disruption Event shall not be applicable with respect to this event as of the effective date of the adjustment.

(b) **“Market Disruption Event”** means:

- (i) Moratorium. A general moratorium is declared with respect to banking activities in the country in which any Exchange or any Related Exchange is located; or
- (ii) Trading Limitation. The occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on any Exchange or any Related Exchange of any suspension of or limitation imposed on trading (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise):
 - (A) on any Exchange(s) in Index Components that comprise 20% or more of the level of the Index (as determined by the Calculation Agent) 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 an Index Component is suspended or limited at that time, then the relevant percentage contribution of that Index Component 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 Index Component 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 Index if, in the determination of the Calculation Agent, such suspension or limitation is material.

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 any Exchange or Related Exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by any Exchange or Related Exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

(c) **“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 of America.

- (d) Each and any of the Calculation Agent's determinations in accordance with this Product Condition 3 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

4. ADJUSTMENTS AND EARLY TERMINATION

- (a) If the Index is:
 - (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor to the Index Sponsor which, in the determination of the Calculation Agent, is acceptable to the Calculation Agent (the **“Successor Sponsor”**); or
 - (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index (the **“Successor Index”**),

then the Successor Sponsor will be deemed to be the Index Sponsor and/or the Successor Index will be deemed to be the Index.

- (b) In the event:

- (i) that on or prior to the Valuation Date or the Issuer Call Date, the Index 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 Index Components and other routine events); or
- (ii) that on the Valuation Date or the Issuer Call Date, the Index Sponsor or, if applicable, the Successor Sponsor fails to calculate and/or announce the Index,

then the Calculation Agent shall determine the relevant Reference Price using, in lieu of an announced level for the Index on the Valuation Date or the Issuer Call Date, 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 to calculate and/or announce the Index, but using only those Index Components that comprised the Index immediately prior to the change or failure to calculate and/or announce the Index (other than those Index Components that have since ceased to be listed on the relevant Exchange or any other exchange on which the Index Components are listed).

In case of a change or modification in accordance with Product Condition 4(b)(i), the Calculation Agent may deem such modified Index to be the Index so calculated and announced or the Issuer may terminate the Securities by giving notice in accordance with General Condition 3.

- (c) In the event that on or prior to the Valuation Date or the Issuer Call Date, the Index Sponsor permanently cancels the Index or permanently discontinues the calculation and/or announcement of the Index and no Successor Index exists, the Issuer may terminate the Securities by giving notice in accordance with General Condition 3.
- (d) If the Securities are to be terminated in accordance with Product Condition 4, the Issuer shall pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the “**Termination Amount**”).

The Issuer shall notify the Securityholders of the date of termination and the Termination Amount in accordance with General Condition 3 and the Issuer shall pay the Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

- (e) If, at any time, any event which is material to the calculation of the Index occurs and the Index Sponsor or, if applicable, the Successor Sponsor has (as determined by the Calculation Agent) not made an appropriate adjustment to the level of the Index in order to account fully for such event, notwithstanding that the rules announced or applied by the Index Sponsor or, if applicable, the Successor Sponsor pertaining to the Index have been applied, the Calculation Agent shall make an adjustment to the level of the Index.

Where the Index Components consist of shares, the occurrence of one of the following events may trigger such an adjustment in accordance with this Product Condition 4(e): (i) a distribution or dividend to existing holders of the shares of (A) shares; or (B) 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 (C) 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; (ii) a free distribution or dividend of any shares to existing holders by way of bonus, capitalisation or similar issue; (iii) an extraordinary dividend; (iv) 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; (v) 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; (vi) 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 (and including) the Issue Date up to (but excluding) the Valuation Date or the Issuer Call Date; (vii) a distribution of cash dividends on the shares equal to or greater than 8% per annum of the then current market value of the shares; (viii) any other similar event having dilutive or concentrative effect on the theoretical value of the shares.

- (f) If in the determination of the Calculation Agent any other event similar to any of the above has occurred which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities, the Calculation Agent may make adjustments to the Conditions.
- (g) Each and any of the Calculation Agent's and the Issuer's determinations and adjustments in accordance with this Product Condition 4 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

5. EARLY TERMINATION IN CASE OF A CHANGE IN LAW

The Issuer shall have the right to terminate at any time the Securities if it has determined in its reasonable discretion (*billiges Ermessen*) that its performance thereunder is or will 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 shall, however, if and to the extent permitted by the Applicable Law, pay to each 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 (ignoring such illegality) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the “**Early Termination Amount**”). The Issuer shall notify the Securityholders of the date of termination and the Early Termination Amount in accordance with General Condition 3 and the Issuer shall pay the Early Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

6. ADJUSTMENTS AND EARLY TERMINATION FOLLOWING A HEDGING DISRUPTION EVENT

- (a) Hedging Disruption Event. A **“Hedging Disruption Event”** shall occur if any of the following or a similar event occurs:
- (i) any material illiquidity in the market with respect to (A) the Index or any Index Components; or (B) instruments related to the Index or any Index Components used by the Issuer to hedge entirely or in part its obligations under the Securities; or
 - (ii) a change in any Applicable Law (including, without limitation, any tax law) or in the interpretation of any Applicable Law by any court, regulatory authority or other authority with competent jurisdiction under the Applicable Law (including any action taken by a taxing authority) having an impact on the Securities or on a transaction to hedge entirely or in part the obligations of the Issuer under the Securities (a **“Relevant Hedging Transaction”**); or
 - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any Relevant Hedging Transaction; or
 - (iv) the general unavailability of: (A) market participants who will agree to enter into a Relevant Hedging Transaction; or (B) market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms.

- (b) Consequences. The Issuer, in the event of a Hedging Disruption Event, may determine:
- (i) to terminate the Securities. In such circumstances the Issuer shall, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the **“Hedging Disruption Termination Amount”**).

The Issuer shall notify the Securityholders of the date of termination and the Hedging Disruption Termination Amount in accordance with General Condition 3 and the Issuer shall pay the Hedging Disruption Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder;

- (ii) to make an adjustment to the composition of the Index or determine 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;
 - (iii) to make any other adjustment to the Conditions in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.
- (c) Each and any of the Issuer's and the Calculation Agent's determinations and adjustments in accordance with this Product Condition 6 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

7. LANGUAGE

The English language version of the Conditions shall be binding. Any translations are intended for information purposes only.

8. 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 3 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 3 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 Product Condition 8(a) and/or Product Condition 8(b), none of the Issuer, the Calculation Agent nor any Issuing and 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 Product Condition 8, 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.

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

- (a) Applicable Law. The Conditions are governed by and shall be construed in accordance with the laws of the Federal Republic of Germany.
- (b) Place of Performance. Place of performance shall be Frankfurt am Main, Germany.
- (c) Place of Jurisdiction. To the extent legally possible, the regional court (*Landgericht*) of Frankfurt am Main, Germany, shall have jurisdiction to settle any dispute arising from or in connection with the Securities.

10. SEVERABILITY

Should any provision of the Conditions be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision which reflects the economic purpose of the invalid provision as far as legally possible.

ANNEX TO THE FINAL TERMS - SUMMARY

Summaries are made up of disclosure requirements known as “**Elements**”. These Elements are numbered in Sections A – E (A.1 – E.7).

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

Even though an Element may be required to be inserted in the summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of “Not applicable”.

| ELEMENT | SECTION A – INTRODUCTION AND WARNINGS |
|---------|--|
| A.1 | WARNINGS |
| | <p>This summary should be read as an introduction to the base prospectus.</p> <p>Any decision to invest in the securities should be based on a consideration of the base prospectus of the issuer as a whole and any supplements together with the final terms by the investor.</p> <p>Where a claim relating to the information contained in the base prospectus is brought before a court, the plaintiff investor may, under the national legislation of the European Economic Area member states, have to bear the costs of translating the base prospectus before the legal proceedings are initiated.</p> <p>The Royal Bank of Scotland plc who is responsible for the summary including the translation thereof can be held liable, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the base prospectus or it does not provide, when read together with the other parts of the base prospectus, all required key information.</p> |
| A.2 | CONSENT(S) |
| | <p>The Issuer (as defined in Element B.1) consents to the use of the base prospectus of the Issuer dated 18 June 2013 relating to MINI Future Certificates (the “Base Prospectus”) and any supplements together with the final terms no. 120,866 dated 19 July 2013 (the “Final Terms”) for subsequent resale or final placement of the Securities (as defined in Element C.1) by all financial intermediaries (general consent) as long as the Base Prospectus and the Final Terms are valid in accordance with Section 9 of the German Securities Prospectus Act (<i>Wertpapierprospektgesetz</i>; the “WpPG”).</p> |

| | |
|--|---|
| | <p>The subsequent resale or final placement of the Securities by financial intermediaries can be made as long as the Base Prospectus and the Final Terms are valid in accordance with Section 9 WpPG.</p> <p>The consent to the use of the Base Prospectus and any supplements as well as the Final Terms is subject to the conditions that (a) the Securities are publicly offered by a financial intermediary in accordance with the applicable selling restrictions and (b) the consent to the use of the Base Prospectus and any supplements as well as the Final Terms has not been revoked by the Issuer.</p> <p>In case of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made.</p> |
|--|---|

| SECTION B – ISSUER | |
|--------------------|--|
| B.1 | LEGAL AND COMMERCIAL NAME OF THE ISSUER |
| | The legal name of the Issuer is The Royal Bank of Scotland plc (the " Issuer "). The commercial name of the Issuer is The Royal Bank of Scotland or RBS. |
| B.2 | DOMICILE AND LEGAL FORM OF THE ISSUER, LEGISLATION UNDER WHICH THE ISSUER OPERATES AND ITS COUNTRY OF INCORPORATION |
| | The Issuer is a public limited company incorporated in Scotland with registration number SC090312 and was incorporated under Scots law on 31 October 1984. Its registered office is at 36 St Andrew Square, Edinburgh, EH2 2YB, Scotland. |
| B.4B | KNOWN TRENDS AFFECTING THE ISSUER AND THE INDUSTRIES IN WHICH IT OPERATES |
| | <p>Key broad trends which affect the businesses and performance of the Issuer and (as defined in Element B.5, respectively) the Issuer Group and the Group:</p> <p>The Group's businesses, earnings and financial condition have been and will continue to be negatively affected by global economic conditions, the instability in the global financial markets and increased competition and political risks including proposed referenda on Scottish independence and United Kingdom membership of the EU. Together with a perceived increased risk of default on the sovereign debt of certain European countries and unprecedented stresses on the financial system within the Eurozone, these factors have resulted in significant changes in market conditions including interest rates, foreign exchange rates, credit spreads, and other market factors and consequent changes in asset valuations and have, in part, contributed to continued pressure on revenues, margins and return on equity across the financial sector. The</p> |

actual or perceived failure or worsening credit of the Group's counterparties or borrowers and depressed asset valuations resulting from poor market conditions have adversely affected and could continue to adversely affect the Group. The Group's ability to meet its obligations' including its funding commitments depends on the Group's ability to access sources of liquidity and funding. The inability to access liquidity and funding due to market conditions or otherwise could adversely affect the Group's financial condition. Furthermore, the Group's borrowing costs and its access to the debt capital markets and other sources of liquidity depend significantly on its and the United Kingdom Government's credit ratings.

The Group is subject to a number of regulatory initiatives which may adversely affect its business, including the UK Government's implementation of the final recommendations of the Independent Commission on Banking's final report on competition and possible structural reforms in the UK banking industry, the US Federal Reserve's proposal for applying US capital, liquidity and enhanced prudential standards to certain of the Group's US operations. The Group's business performance, financial condition and capital and liquidity ratios could be adversely affected if its capital is not managed effectively or as a result of changes to capital adequacy and liquidity requirements, including those arising out of Basel III implementation (globally or by European or UK authorities). As a result of the UK Government's majority shareholding in RBSG it can, and in the future may decide to, exercise a significant degree of influence over the Group including on dividend policy, modifying or cancelling contracts or limiting the Group's operations. The offer or sale by the UK Government of all or a portion of its shareholding in RBSG could affect the market price of the equity shares and other securities and acquisitions of ordinary shares by the UK Government (including through conversions of other securities or further purchases of shares). RBSG or any of its United Kingdom bank subsidiaries may face the risk of full nationalisation or other resolution procedures and various actions could be taken by or on behalf of the UK Government, including actions in relation to any securities issued, new or existing contractual arrangements and transfers of part or all of the Group's businesses.

The Group is subject to substantial regulation and oversight, and any significant regulatory, accounting or legal developments could have an adverse effect on how the Group conducts its business and on its results of operations and financial condition. The Group, like many other financial institutions, has come under greater regulatory scrutiny in recent years and expects that environment to continue for the foreseeable future, particularly as it relates to compliance with new and existing corporate governance, employee compensation, conduct of business, anti-money laundering and anti-terrorism laws and regulations, as well as the provisions of applicable sanctions programmes and the impact of the increasing focus on conduct risk and customer outcomes. In addition, the Group is, and may be, subject to litigation and regulatory investigations that may impact its business, results of operations and financial condition.

| | |
|-----|--|
| | <p>The Group's ability to implement its strategic plan depends on the success of its efforts to refocus on its core strengths and its balance sheet reduction programme. As part of the Group's strategic plan and implementation of the state aid restructuring plan agreed with the European Commission and Her Majesty's Treasury, the Group is undertaking an extensive restructuring which may adversely affect the Group's business, results of operations and financial condition and give rise to increased operational risk. The ability to dispose of assets and the price achieved for such disposals will be dependent on prevailing economic and market conditions, which remain challenging, and there is no assurance that the Group will be able to sell or run-down (as applicable) those remaining businesses it is seeking to exit or asset portfolios it is seeking to sell either on favourable economic terms to the Group or at all. Any significant developments in regulatory or tax legislation could have an effect on how the Group conducts its business and on its results of operations and financial condition, and the recoverability of certain deferred tax assets recognised by the Group is subject to uncertainty. The Group may be required to make contributions to its pension schemes and government compensation schemes, either of which may have an adverse impact on the Group's results of operations, cash flow and financial condition.</p> |
| B.5 | <p>THE GROUP AND THE ISSUER'S POSITION WITHIN THE GROUP</p> |
| | <p>The Group</p> <p>The Issuer is a wholly owned subsidiary of The Royal Bank of Scotland Group plc ("RBSG").</p> <p>RBSG is the holding company of a large global banking and financial services group (RBSG, together with its subsidiaries consolidated in accordance with International Financial Reporting Standards, the "Group"). Headquartered in Edinburgh, the Group operates in the United Kingdom, the United States of America and internationally through its principal subsidiaries, the Issuer and National Westminster Bank Plc ("NatWest"). Both the Issuer and NatWest are major United Kingdom clearing banks.</p> <p>In the United States of America, the Group's subsidiary, RBS Citizens Financial Group, Inc., is a large commercial banking organisation. Globally, the Group has a diversified customer base and provides a wide range of products and services to personal, commercial and large corporate and institutional customers.</p> <p>The Issuer Group</p> <p>The Issuer Group comprises the Issuer with its subsidiaries consolidated in accordance with International Financial Reporting Standards (the "Issuer Group"), including the principal subsidiary undertakings of the Issuer:</p> <ul style="list-style-type: none"> • National Westminster Bank Plc • RBS Citizens Financial Group, Inc. |

| | <ul style="list-style-type: none">• Coutts & Company• RBS Securities Inc.• Ulster Bank Limited <p>The Issuer Group operates in the United Kingdom, the United States of America and internationally and offers banking and financial services as part of the Group.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|---|---|---|---|--------------------------------|---------|-------|-----------------|-------|-------|------------------------|---------|---------|--|--|--|------------------------------|-------|-------|---------------|--------|--------|---------------------|--------|--------|--------------------------------|-----|-----|--------------------------------|--------|--------|-------------------------|--------|--------|
| B.9 | PROFIT FORECAST OR ESTIMATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Not applicable. No profit forecasts or estimates were made by the Issuer. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.10 | QUALIFICATIONS IN THE AUDIT REPORT ON THE HISTORICAL FINANCIAL INFORMATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Not applicable. There are no qualifications in the audit report of the Issuer on its historical financial information. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.12 | SELECTED HISTORICAL KEY FINANCIAL INFORMATION OF THE ISSUER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Selected financial information of the Issuer for the years ended 31 December 2012 and 31 December 2011</p> <p>The following table summarises certain financial information of the Issuer for its financial years ended 31 December 2012 and 31 December 2011 and has been extracted without adjustment from the audited consolidated financial statements of the Issuer for the financial year ended 31 December 2012 which were prepared in accordance with International Financial Reporting Standards (IFRS).</p> <table><tr><th></th><th><i>Year ended 31 December 2012 £m (audited)</i></th><th><i>Year ended 31 December 2011 £m (audited)</i></th></tr><tr><td>Operating loss before tax.....</td><td>(3,412)</td><td>(864)</td></tr><tr><td>Tax charge.....</td><td>(364)</td><td>(731)</td></tr><tr><td>Loss for the year.....</td><td>(3,776)</td><td>(1,595)</td></tr></table> <table><tr><th></th><th><i>31 December 2012 £m (audited)</i></th><th><i>31 December 2011 £m (audited)</i></th></tr><tr><td>Called-up share capital.....</td><td>6,609</td><td>6,609</td></tr><tr><td>Reserves.....</td><td>52,679</td><td>55,117</td></tr><tr><td>Owners' equity.....</td><td>59,288</td><td>61,726</td></tr><tr><td>Non-controlling interests.....</td><td>137</td><td>128</td></tr><tr><td>Subordinated liabilities</td><td>33,851</td><td>32,324</td></tr><tr><td>Capital resources</td><td>93,276</td><td>94,178</td></tr></table> | | <i>Year ended 31 December 2012 £m (audited)</i> | <i>Year ended 31 December 2011 £m (audited)</i> | Operating loss before tax..... | (3,412) | (864) | Tax charge..... | (364) | (731) | Loss for the year..... | (3,776) | (1,595) | | <i>31 December 2012 £m (audited)</i> | <i>31 December 2011 £m (audited)</i> | Called-up share capital..... | 6,609 | 6,609 | Reserves..... | 52,679 | 55,117 | Owners' equity..... | 59,288 | 61,726 | Non-controlling interests..... | 137 | 128 | Subordinated liabilities | 33,851 | 32,324 | Capital resources | 93,276 | 94,178 |
| | <i>Year ended 31 December 2012 £m (audited)</i> | <i>Year ended 31 December 2011 £m (audited)</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating loss before tax..... | (3,412) | (864) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tax charge..... | (364) | (731) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Loss for the year..... | (3,776) | (1,595) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <i>31 December 2012 £m (audited)</i> | <i>31 December 2011 £m (audited)</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Called-up share capital..... | 6,609 | 6,609 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Reserves..... | 52,679 | 55,117 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Owners' equity..... | 59,288 | 61,726 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Non-controlling interests..... | 137 | 128 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subordinated liabilities | 33,851 | 32,324 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Capital resources | 93,276 | 94,178 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | 31 December 2012 £m (audited) | 31 December 2011 £m (audited) |
|------|---|----------------------------------|----------------------------------|
| | Deposits..... | 621,457 | 581,485 |
| | Loans and advances to customers and banks..... | 576,904 | 586,539 |
| | Total assets | 1,284,274 | 1,432,781 |
| | No MATERIAL ADVERSE CHANGE IN THE PROSPECTS OF THE ISSUER | | |
| | There has been no material adverse change in the prospects of the Issuer since 31 December 2012. | | |
| | SIGNIFICANT CHANGES IN THE FINANCIAL POSITION OF THE GROUP SUBSEQUENT TO THE PERIOD COVERED BY THE HISTORICAL FINANCIAL INFORMATION | | |
| | There has been no significant change in the financial position of the Issuer Group taken as a whole since 31 December 2012. | | |
| B.13 | RECENT EVENTS PARTICULAR TO THE ISSUER WHICH ARE TO A MATERIAL EXTENT RELEVANT TO THE EVALUATION OF THE ISSUER'S SOLVENCY | | |
| | Not applicable. There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency. | | |
| B.14 | DESCRIPTION OF THE GROUP AND THE ISSUER'S POSITION WITHIN THE GROUP, SUBSIDIARIES AND DEPENDENCE UPON OTHER ENTITIES WITHIN THE GROUP | | |
| | The Issuer is a wholly owned subsidiary of RBSG. In addition, see details above in Element B.5. | | |
| B.15 | ISSUER'S PRINCIPAL ACTIVITIES | | |
| | <p>The Group's principal activities also comprise the activities of the Issuer and the Issuer Group and are organised in the following segments:</p> <ul style="list-style-type: none"> • Retail and Commercial: <ul style="list-style-type: none"> • UK Retail: a comprehensive range of banking products and related financial services to the personal market in the United Kingdom • UK Corporate: banking, finance and risk management services to the corporate and small and medium-size enterprise (SME) sector in the United Kingdom • Wealth: private banking and investment services • International Banking: financing, transaction services and risk management • Ulster Bank: a comprehensive range of financial services through both its retail and corporate banking divisions | | |

| | |
|------|---|
| | <ul style="list-style-type: none"> • US Retail & Commercial: financial services primarily through the Citizens and Charter One brands • Markets: an origination, sales and trading business across debt finance, fixed income, currencies and investor products • Central Functions: comprises Group and corporate functions, such as treasury, finance, risk management, legal, communications and human resources • Non-Core: manages separately assets that the Group intends to run off or dispose of • Business Services: supports the customer-facing businesses and provides operational technology, customer support in telephony, account management, lending and money transmission, global purchasing, property and other services. |
| B.16 | OWNERSHIP AND CONTROL OF THE ISSUER |
| | The Issuer is a wholly owned subsidiary of RBSG. |

| SECTION C – SECURITIES | | | | | | | | | |
|---|---|--------------|--|--------|----------------|------|---|-----------------|--------------|
| C.1 | TYPE AND CLASS OF THE SECURITIES, INCLUDING ANY SECURITY IDENTIFICATION NUMBER | | | | | | | | |
| | <p>The securities issued under the Base Prospectus and described in the Final Terms (the “Securities” or the “MINI Future Certificates”) are issued in dematerialised form and are registered in the book-entry system of the Clearing Agent. Title to the Securities will pass by transfer between accountholders at the Clearing Agent perfected in accordance with the applicable laws and the rules and procedures applicable to and/or issued by the Clearing Agent that are in force and effect from time to time (the “Applicable Rules”).</p> <p>"Clearing Agent" means Euroclear Sweden AB, Box 191, 101 23 Stockholm, Sweden, and such further or alternative clearing agent(s) or clearing system(s) as may be approved by the Issuer from time to time and notified to the Securityholders (as defined in Element C.8).</p> <table><tr><th>SERIES</th><th>NDX SHORT NAME</th><th>ISIN</th></tr><tr><td>OMX Stockholm 30 Index MINI Future Long Certificates Series A</td><td>MINILONG OMX M5</td><td>GB00B9LQTF71</td></tr></table> <p>No definitive securities will be issued.</p> | | | SERIES | NDX SHORT NAME | ISIN | OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 |
| SERIES | NDX SHORT NAME | ISIN | | | | | | | |
| OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | | | | | | | |
| C.2 | CURRENCY OF THE SECURITIES ISSUE | | | | | | | | |
| | SEK | | | | | | | | |

| | |
|-----|--|
| C.5 | RESTRICTIONS ON THE FREE TRANSFERABILITY OF THE SECURITIES |
| | <p>Not applicable.</p> <p>The Securities are freely transferable in accordance with the Applicable Rules.</p> |
| C.8 | RIGHTS ATTACHED TO THE SECURITIES, INCLUDING RANKING AND LIMITATIONS TO THOSE RIGHTS |
| | <p><i>Rights Attached to the Securities</i></p> <p>The rights of the Securityholder are set forth in the terms and conditions of the Securities set out in the general conditions (the "General Conditions") and in the securities-specific product conditions (the "Product Conditions") and as summarised in this summary. The General Conditions and the Product Conditions applying to the Securities are referred to as "Conditions" and "Securityholder" means a person in whose name a Security is registered in the book-entry system of the Clearing Agent, or any other person recognised as a holder of Securities pursuant to the Applicable Rules.</p> <p>MINI Future Certificates are open ended, which means they have no fixed maturity. They can be exercised by the Securityholder only on the Exercise Date (as defined in Element C.16) (the "Exercise"), provided that neither a Stop-Loss Event nor any other early termination event has occurred and notwithstanding notice of an Issuer Call. In case of an Exercise, the Securityholder must deliver a duly completed exercise notice prior to the exercise time on the Exercise Date.</p> <p>Furthermore, the MINI Future Certificates can be terminated in whole (but not in part) by the Issuer (the "Issuer Call"), subject to a valid Exercise, the occurrence of a Stop-Loss Event or any other early termination events.</p> <p>In the case that during the term of the Securities a Stop-Loss Event occurs, the Securities will terminate automatically. A "Stop-Loss Event" occurs if the level of the Underlying (as defined in Element C.20) is less than or equal to a certain pre-determined barrier.</p> <p>Following any such termination, the Securityholder will receive the Cash Amount or the Stop-Loss Amount (both as defined in Element C.18), if any, on the Maturity Date (as defined in Element C.16).</p> <p><i>Early Termination by the Issuer other than in the event of an Issuer Call</i></p> <p>The Issuer has the right to terminate the Securities early for reasons of illegality or tax or due to certain events impairing the Issuer's hedge positions or materially affecting the Underlying. In such case, the amount payable on such early termination shall be equal to the fair market value of the Security, less the cost to the Issuer of unwinding any related hedging arrangements.</p> <p><i>Adjustments</i></p> |

| | |
|------|--|
| | <p>The Issuer or the calculation agent, as the case may be, has the right to adjust the Conditions of the Securities to account for certain events impairing the Issuer's hedge positions or materially affecting the Underlying.</p> <p><i>Payment disruption</i></p> <p>The calculation agent may delay payment of any amounts owed under the Securities upon the occurrence of certain events that disrupt the calculation agent's ability to determine the reference price(s) of the Underlying or to make such payment in the currency in which such payment is due. In such circumstances the calculation agent may determine the relevant reference price of the Underlying in its reasonable discretion (<i>billiges Ermessen</i>) or make adjustments to the Conditions.</p> <p>The Securities do not represent any claim to payment of interest, and thus do not generate any ongoing interest income and the Securities do not grant any claim to dividends either.</p> <p><i>Status of the Securities</i></p> <p>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.</p> <p><i>Governing Law</i></p> <p>The Securities shall be governed by, and construed in accordance with, German law.</p> |
| C.11 | ADMISSION TO TRADING |
| | <p>It is intended to apply for trading of the Securities on the following stock exchange and official market with effect from the issue date: Nordic Growth Market (NGM) - Nordic Derivatives Exchange (NDX) Official List.</p> |
| C.15 | DESCRIPTION HOW THE VALUE OF THE SECURITY IS AFFECTED BY THE VALUE OF THE UNDERLYING |
| | <p>The Securities are investment instruments which track the performance of the Underlying. The Securities have a so-called leverage effect. This effect means that the amount needed to invest in a Security to gain the same economic participation as a direct investment in the Underlying is considerably less than the amount which would be required for a direct investment in the Underlying. Therefore, the percentage gain if the level of the Underlying rises and the percentage loss if the level of the Underlying falls is considerably higher with the Securities than with a direct investment in the Underlying.</p> |

| | |
|------|--|
| | <p>Furthermore, if during the term of the Securities a Stop-Loss Event occurs, the Securities will terminate automatically. Since a Stop-Loss Event occurs if the level of the Underlying is less than or equal to a certain pre-determined barrier, the level of the Underlying affects the value of the Securities and results in a total loss of the investment.</p> |
| C.16 | <p>MATURITY DATE, VALUATION DATE, EXERCISE DATE, ISSUER CALL DATE AND STOP-LOSS DATE</p> |
| | <p>The "Maturity Date" is the tenth business day following the termination of the Security following an exercise by the Securityholder, termination by the Issuer or an automatic termination.</p> <p>The "Valuation Date" means the last trading day of March in each year, commencing one year after the issue date and the "Exercise Date" means the tenth business day preceding the scheduled Valuation Date.</p> <p>The "Issuer Call Date" means the day the Securities are terminated by the Issuer.</p> <p>The "Stop-Loss Date" means the trading day on which the Stop-Loss Reference Price (as defined in Element C.18) is determined during the Stop-Loss Valuation Period (as defined in Element C.18).</p> |
| C.17 | <p>SETTLEMENT PROCEDURE</p> |
| | <p>The Securities will be settled via the Clearing Agent.</p> <p>The Securities will be delivered on the issue date against payment of the issue price.</p> <p>On maturity payments will be effected by the Issuer to, or for the order of, the Clearing Agent for crediting to the accounts of the respective holders of accounts with the Clearing Agent.</p> |
| C.18 | <p>RETURN ON THE SECURITIES</p> |
| | <p>Following an Exercise or Issuer Call, the amount payable by the Issuer on the Maturity Date (the "Cash Amount") will be determined as follows and less expenses (if any):</p> <p>The difference between (a) the Final Reference Price and (b) the Strike; multiplied with the Multiplier.</p> <p>The Final Reference Price is defined in Element C.19.</p> <p>The "Strike" is determined on the issue date and will then be adjusted on each trading day during the term of the Securities by taking into account the costs for creating and maintaining the leverage, the so called funding costs. The funding costs, which will be determined on each trading day, consist of a certain reference rate and a funding spread. The funding spread is a rate which is determined in the reasonable discretion (<i>billiges Ermessen</i>) of the calculation agent taking</p> |

into consideration the underlying currency and the prevailing market conditions. The funding spread may be reset on any trading day and is subject to a maximum funding spread as specified in the Final Terms. Any dividends paid will be accounted for in the Strike.

The Strike on the issue date means each amount indicated in the table below.

| SERIES | NDX SHORT NAME | ISIN | STRIKE |
|---|-----------------|--------------|--------------|
| OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | SEK 1,155.00 |

"**Multiplier**" means each multiplier indicated in the table below.

| SERIES | NDX SHORT NAME | ISIN | MULTIPLIER |
|---|-----------------|--------------|------------|
| OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | 1 |

The "**Stop-Loss Amount**" means an amount calculated by the calculation agent in accordance with the following formula, less expenses (if any):

$(\text{Stop-Loss Reference Price} - \text{Strike}) \times \text{Multiplier}$.

"**Stop-Loss Reference Price**" means an amount determined by the calculation agent in its reasonable discretion (*billiges Ermessen*) to be the fair value price for the Underlying as determined by the calculation agent by reference to the level of the Underlying during the Stop-Loss Valuation Period.

"**Stop-Loss Valuation Period**" means the period following the Stop-Loss Event, as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*), having regard to liquidity in the market with respect to the Underlying and/or instruments related to the Underlying used by the Issuer to hedge entirely or in part its obligations under the Securities.

Payments will be effected by the Issuer to, or for the order of, the Clearing Agent for crediting to the accounts of the respective holders of accounts with the Clearing Agent. By making payments to, or for the order of, the Clearing Agent, the Issuer will be discharged from its payment obligation for each amount so paid. The Issuer may deviate from the above payment method having given prior notice to the Securityholders. In this case, payment will be made to the Securityholders in such manner as shall be specified in the notice.

C.19

FINAL REFERENCE PRICE

The Final Reference Price will be determined on the Valuation Date, provided that an early termination of the Securities has not occurred. It is an amount equal to the level of the Underlying without regard to any subsequently published correction.

C.20

TYPE OF THE UNDERLYING AND WHERE INFORMATION ON THE UNDERLYING CAN BE FOUND

Type: index

"Underlying" means each underlying indicated in the table below.

Information on the Underlying can be obtained via the Issuer and on the Issuer's website www.rbsbank.se/markets (or any successor website), and on the Bloomberg page(s) specified in the table below.

| SERIES | NDX SHORT NAME | ISIN | UNDERLYING | BLOOMBERG CODE |
|---|--------------------|--------------|---------------------------|----------------|
| OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | OMX Stockholm 30 Index | OMX <INDEX> |

| SECTION D – RISKS | |
|-------------------|---|
| D.2 | KEY RISKS SPECIFIC TO THE ISSUER |
| | <p>The Issuer is a principal operating subsidiary of RBSG and accounts for a substantial proportion of the consolidated assets, liabilities and operating profits of RBSG. Accordingly, risk factors below which relate to RBSG and the Group will also be of relevance to the Issuer and the Issuer Group.</p> <ul style="list-style-type: none"> • The Group's businesses and performance can be negatively affected by actual or perceived global economic and financial market conditions. • The Group has significant exposure to the continuing economic crisis in Europe. • The Group operates in markets that are highly competitive and its business and results of operations may be adversely affected. • The Group is subject to political risks. Although the effect of either a potential Scottish independence from the United Kingdom or any referendum on the United Kingdom's EU membership, if either were to occur, is not possible to predict fully, it could have a material adverse effect on the Group's business, financial condition, results of operations and prospects. • The Group and its United Kingdom bank subsidiaries may face the risk of full nationalisation. • Her Majesty's Treasury ("HM Treasury") (or UK Financial Investments Limited (UKFI) on its behalf) may be able to exercise a significant degree of influence over the Group and any proposed offer or sale of its interests may affect the price of securities issued by the Group. • The Group is subject to other global risks. By virtue of the Group's global presence, the Group is exposed to risks arising out of geopolitical events, such as the existence of trade barriers, the implementation of exchange controls and other measures taken by sovereign governments that can hinder economic or financial activity levels. Furthermore, unfavourable |

political, military or diplomatic events, armed conflict, pandemics and terrorist acts and threats, and the response to them by governments could also adversely affect levels of economic activity and have an adverse effect upon the Group's business, financial condition and results of operations.

- The Group's earnings and financial condition have been, and its future earnings and financial condition may continue to be, materially affected by depressed asset valuations resulting from poor market conditions.
- The financial performance of the Group has been, and continues to be, materially affected by deteriorations in borrower and counterparty credit quality and further deteriorations could arise due to prevailing economic and market conditions, and legal and regulatory developments.
- The value or effectiveness of any credit protection that the Group has purchased depends on the value of the underlying assets and the financial condition of the insurers and counterparties.
- Changes in interest rates, foreign exchange rates, credit spreads, bond, equity and commodity prices, basis, volatility and correlation risks and other market factors have significantly affected and will continue to affect the Group's business and results of operations.
- In the United Kingdom and in other jurisdictions, the Group is responsible for contributing to compensation schemes in respect of banks and other authorised financial services firms that are unable to meet their obligations to customers.
- The Group may be required to make further contributions to its pension schemes if the value of pension fund assets is not sufficient to cover potential obligations.
- The Group's ability to meet its obligations including its funding commitments depends on the Group's ability to access sources of liquidity and funding.
- The Group's business performance could be adversely affected if its capital is not managed effectively or as a result of changes to capital adequacy and liquidity requirements.
- The Group's borrowing costs, its access to the debt capital markets and its liquidity depend significantly on its and the United Kingdom Government's credit ratings.
- If the Group is unable to issue the contingent B shares to HM Treasury, it may have a material adverse impact on the Group's capital position, liquidity, operating results and future prospects.
- The regulatory capital treatment of certain deferred tax assets recognised by the Group depends on there being no adverse changes to regulatory requirements.

- The Group's ability to implement its strategic plan depends on the success of the Group's refocus on its core strengths and its balance sheet reduction programme.
- The Group is subject to a variety of risks as a result of implementing the state aid restructuring plan.
- Each of the Group's businesses is subject to substantial regulation and oversight. Significant regulatory developments and changes in the Group's key regulators could have a material adverse effect on how the Group conducts its business and on its results of operations and financial condition.
- The Group is subject to resolution procedures under current and proposed resolution and recovery schemes which may result in various actions being taken in relation to any securities of the Group, including the write off, write-down or conversion of the Groups' securities.
- The Group is subject to a number of regulatory initiatives which may adversely affect its business. The Independent Commission on Banking's final report on competition and possible structural reforms in the UK banking industry has been adopted by the UK Government which intends to implement the recommendations substantially as proposed. In addition other proposals to ring fence certain business activities and the US Federal Reserve's proposal for applying US capital, liquidity and enhanced prudential standards to certain of the Group's US operations together with the UK reforms could require structural changes to the Group's business. Any of these changes could have a material adverse effect on the Group.
- The Group is subject to a number of legal and regulatory actions and investigations. Unfavourable outcomes in such actions and investigations could have a material adverse effect on the Group's operating results or reputation.
- The value of certain financial instruments recorded at fair value is determined using financial models incorporating assumptions, judgements and estimates that may change over time or may ultimately not turn out to be accurate.
- The Group's results could be adversely affected in the event of goodwill impairment.
- The recoverability of certain deferred tax assets recognised by the Group depends on the Group's ability to generate sufficient future taxable profits.
- Operational risks are inherent in the Group's businesses.
- The Group's operations are highly dependent on its information technology systems.
- The Group may suffer losses due to employee misconduct.
- The Group's operations have inherent reputational risk.

| | |
|-----|---|
| | <ul style="list-style-type: none"> • The Group could fail to attract or retain senior management, which may include members of the board, or other key employees, and it may suffer if it does not maintain good employee relations. |
| D.6 | KEY RISKS SPECIFIC TO THE SECURITIES |
| | <p>Certain factors are material for the purpose of assessing the market risks associated with the Securities. These include, but are not limited to the fact that</p> <ul style="list-style-type: none"> (a) the Securities have a complex structure which may lead to a total loss of the investment, (b) a Stop-Loss Event (as defined in Element C.8) occurs, (c) the Securities may not be a suitable investment for all investors, (d) the value of the Securities may fluctuate, (e) there may not be a secondary market in the Securities, (f) purchasing the Securities as a hedge may not be effective, (g) actions taken by the Issuer may affect the value of the Securities, (h) Securityholders have no ownership interest in the Underlying, (i) the Issuer and/or the calculation agent may make adjustments to the Conditions as a consequence of events affecting the Underlying, (j) there may be delays in effecting settlement of the Securities, (k) taxes may be payable by the Securityholders and (l) the Securities may under certain circumstances be terminated by the Issuer prior to their stated date. <p>Other material risks associated with the Securities include</p> <ul style="list-style-type: none"> (a) risks associated with Securities issued in dematerialised form, because in such a case no definitive securities will be issued and the Issuer has no responsibility or liability for any acts and omissions of the Clearing Agent, (b) risks associated with arrangements concluded by the Securityholders with services providers to hold the Securities (nominee arrangements), because in such a case the Securityholders will be, <i>inter alia</i>, exposed to the credit risk of, and default risk with respect to a third parties, (c) the risk that the return on an investment in the Securities will be affected by charges incurred by the Securityholders, (d) the risk that changes of law may affect the value of the Securities, |

| | |
|--|--|
| | <p>(e) the risk that ratings assigned to the Issuer or the Securities do not reflect all risks,</p> <p>(f) the risk that legal investment constraints may restrict certain investments in the Securities,</p> <p>(g) in case that the Securityholder uses a loan to finance the purchase of the Securities, the risk that he will not be able to repay the loan principal plus interest, and</p> <p>(h) special risks associated with indices as the Underlying of the Securities.</p> |
|--|--|

| SECTION E – OFFER | | | | | | | | | | | | |
|---|---|--------------|---------|--|--------|----------------|------|--------|---|-----------------|--------------|---------|
| E.2B | REASONS FOR THE OFFER AND USE OF PROCEEDS | | | | | | | | | | | |
| | Not applicable. The proceeds will be used for making profit and hedging certain risks. | | | | | | | | | | | |
| E.3 | DESCRIPTION OF THE TERMS AND CONDITIONS OF THE OFFER | | | | | | | | | | | |
| | <p>Commencement of the public offer: planned from 19 July 2013</p> <p>Country/Countries: Sweden</p> <p>Total Amount of the Offer:</p> <table><tr><th>SERIES</th><th>NDX SHORT NAME</th><th>ISIN</th><th>AMOUNT</th></tr><tr><td>OMX Stockholm 30 Index MINI Future Long Certificates Series A</td><td>MINILONG OMX M5</td><td>GB00B9LQTF71</td><td>150,000</td></tr></table> | | | | SERIES | NDX SHORT NAME | ISIN | AMOUNT | OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | 150,000 |
| SERIES | NDX SHORT NAME | ISIN | AMOUNT | | | | | | | | | |
| OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | 150,000 | | | | | | | | | |
| E.4 | INTERESTS MATERIAL TO THE ISSUE / OFFER INCLUDING CONFLICTING INTERESTS | | | | | | | | | | | |
| | <p>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.</p> <p>Conflicts of interests may arise in the case that the Issuer as such or acting as calculation agent makes adjustments to the Conditions following certain events and/or actions. In making such adjustments the Issuer can exercise substantial discretion and may therefore be subject to conflicts of interest.</p> <p>The Issuer may have influence on the calculation, composition and/or adjustment of the Underlying which could also lead to conflicts of interest.</p> <p>Furthermore, the Issuer may for various reasons carry out advisory services, effect own or third party account transactions, or enter into certain (hedging) transactions and hold long or short positions in the Underlying. Such activities may be subject to conflicts of interest.</p> | | | | | | | | | | | |

| | |
|-----|---|
| E.7 | ESTIMATED EXPENSES CHARGED TO THE INVESTOR BY THE ISSUER OR THE OFFEROR |
| | Not applicable. There are no estimated expenses charged to the investor by the Issuer or the offeror. |

SAMMANFATTNING

Sammanfattningar upprättas utifrån informationspunkter kallade "**Punkter**". Dessa punkter numreras i Avsnitt A till E (A.1 - E.7).

Denna sammanfattning innehåller alla de Punkter som ska ingå i en sammanfattning för denna typ av värdepapper och emittent. Eftersom vissa Punkter inte behöver behandlas här så kan det finnas luckor i nummerföljden av Punkterna.

Även om en viss Punkt ska ingå i sammanfattningen mot bakgrund av den aktuella typen av värdepapper och emittent, kan det förhålla sig så att ingen information finns att återge under den Punkten. I dessa fall anges endast en kort beskrivning av Punkten i sammanfattningen och med angivande av "Ej tillämplig".

| PUNKT | AVSNITT A – INTRODUKTION OCH VARNINGAR |
|-------|---|
| A.1 | INTRODUKTION OCH VARNINGAR |
| | <p>Denna sammanfattning ska läsas som en introduktion till Grundprospektet.</p> <p>Varje beslut att investera i värdepapperen ska ske med beaktande av grundprospektet i dess helhet och varje tillägg tillsammans med de slutliga villkoren, utav investeraren.</p> <p>Om krav med bäring på informationen i grundprospektet framställs i domstol kan käranden, enligt nationell rätt i Medlemsstaten där kravet framställs, vara skyldig att stå för kostnaden för att översätta grundprospektet innan den juridiska processen inleds.</p> <p>The Royal Bank of Scotland plc som är ansvarig för denna sammanfattning, inklusive varje översättning härav, kan hållas civilrättsligt ansvarig men endast om sammanfattningen är missvisande, felaktig eller oförenlig när den läses tillsammans med övriga delar av grundprospektet eller om den inte, tillsammans med andra delar av grundprospekt, ger all tillämplig nyckelinformation</p> |
| A.2 | SAMTYCKE(N) |
| | <p>Emittenten (så som definierad i Punkt B.1) samtycker till användning av Emittentens grundprospekt daterat den 18 juni 2013 avseende Mini Future Certifikat ("Grundprospektet") och eventuella tilläggsprospekt därtill samt de slutliga villkoren 120 866 daterat den 19 juli 2013 (de "Slutliga Villkoren") med avseende på efterföljande vidareförsäljning eller slutlig placering av Värdepapper (så som definierad i Punkt C.1) genom varje finansiell mellanhand (generellt samtycke) så länge som detta Grundprospekt och de Slutliga Villkoren är giltiga i enlighet med Avsnitt 9 i den tyska värdepappers- och prospektlagen (<i>Wertpapierprospektgesetz</i>; "WpPG").</p> |

| | |
|--|---|
| | <p>Den efterföljande vidareförsäljningen eller slutliga placeringen av Värdepapperen genom finansiella mellanhänder kan genomföras så länge som Grundprospektet och de Slutliga Villkoren är giltiga i enlighet med Avsnitt 9 i WpPG.</p> <p>Samtycke att använda Grundprospektet och eventuella tilläggsprospekt och de Slutliga Villkoren är underkastat villkoren att (a) Värdepapperen erbjuds genom publikt erbjudande av finansiella mellanhänder i enlighet med tillämpliga försäljningsrestriktioner och (b) samtycket att använda Grundprospektet och eventuella tilläggsprospekt och de Slutliga Villkoren inte har återkallats av Emittenten.</p> <p>Om ett erbjudande lämnas av en finansiell mellanhand, kommer denna finansiella mellanhand att tillhandahålla investerarna information om villkoren för erbjudandet vid den tidpunkt då erbjudandet lämnas.</p> |
|--|---|

| AVSNITT B – EMITTENTEN | |
|------------------------|---|
| B.1 | EMITTENTENS JURIDISKA OCH KOMMERSIELLA NAMN |
| | Emittentens juridiska namn är The Royal Bank of Scotland plc (" Emittenten "). Emittentens kommersiella namn är The Royal Bank of Scotland plc eller RBS. |
| B.2 | SÄTE OCH JURIDISK FORM FÖR EMITTENTEN, LAGSTIFTNING UNDER VILKET EMITTENTEN BEDRIVER VERKSAMHET OCH DESS LAND FÖR BILDANDE |
| | Emittenten är ett publikt aktiebolag stiftat enligt skotsk rätt under registreringsnummer SCO90312 och bildades enligt skotsk rätt den 31 oktober 1984. Dess registrerade kontor finns på 36 St Andrew Square, Edinburgh, EH2 2YB, Skottland. |
| B.4B | KÄNDA TRENDER SOM PÅVERKAR EMITTENTEN OCH DEN BRANSCH SOM EMITTENTEN ÄR VERKSAM INOM |
| | <p>Huvudsakliga breda trender som påverkar verksamheten och utvecklingen för Emittenten (så som definierad i Element B.5, var för sig) Emittentkoncernen och Koncernen:</p> <p>Koncernens verksamhet, intjäning och finansiella förhållanden har varit och kommer även fortsättningsvis att negativt påverkas av globala ekonomiska förhållanden, instabilitet på de globala finansiella marknaderna och ökad konkurrens och politiska risker som inkluderar föreslagna folkomröstningar om skotsk självständighet och det brittiska EU medlemskapet. Tillsammans med uppfattad ökad risk för statskonkurs i vissa europeiska länder och aldrig tidigare skådat tryck på de finansiella systemen inom eurozonen har dessa faktorer resulterat i betydande förändrade marknadsvillkor inkluderande räntenivåer, valutakurser, kreditspreadar, och andra</p> |

marknadsfaktorer och därav följande förändringar av tillgångsvärderingar och har, delvis, bidragit till fortsatt press på vinster, marginaler och avkastning på kapital inom den finansiella sektorn. Faktiska eller förväntade konkurser eller försämrade kreditkvalitéer för Koncernens motparter eller låntagare och lägre värderingar av tillgångar mot bakgrund av dåliga marknadsförhållanden har negativt påverkat och kan fortsatt negativt påverka Koncernen. Koncernens möjlighet att möta dess åtaganden inklusive dess finansieringsåtaganden är beroende av dess möjlighet att få tillgång till likviditet och finansiering. Oförmågan att få tillgång till likviditet och finansiering pga. marknadsförhållanden eller annat kan negativt påverka Koncernens finansiella förhållanden. Vidare är Koncernens upplåningskostnader och dess tillgång till skuldkapitalmarknader och andra likviditetskällor i betydande utsträckning beroende av dess och den brittiska statens kreditvärderingsbetyg.

Koncernen är föremål för ett antal näringsrättsliga initiativ som kan negativt påverka dess verksamhet, inkluderande den brittiska regeringens implementering av de slutliga rekommendationerna i den oberoende granskningskommissionens (*The Independent Commission on Banking*) slutliga rapport om konkurrens och möjliga strukturreformer inom bankbranschen i Storbritannien, US Federal Reserves förslag om att tillämpa amerikanska kapitalkrav, likviditetskrav och anta enhetliga standarder avseende vissa av Koncernens amerikanska verksamheter. Koncernens verksamhet, finansiella förhållanden och kapital- och likviditetsration kan negativt påverkas om inte dess kapital hanteras effektivt eller som eller resultat av förändrade kapital- och likviditetskrav, inklusive de som följer av implementeringen av BASEL III (globalt eller av europeiska eller brittiska myndigheter). Som en följd av den brittiska regeringens majoritetsinnehav av aktier i RBSG kan den brittiska regeringen nu eller i framtiden besluta att utöva ett betydande inflytande över Koncernen vilket inkluderar vinstutdelningspolicies, justeringar av eller uppsägning av avtal eller begränsa Koncernens verksamhet. Erbjudande eller försäljning av den brittiska statens samtliga aktier eller en del av aktierna i RBSG kan negativt påverka marknadskursen på aktierna och andra värdepapper och förvärv av ordinarie aktier av den brittiska regeringen (inklusive genom omvandling av andra värdepapper eller vidare köp av aktier). RBSG eller något av dess brittiska bankdotterföretag kan stå inför risken om totalt förstatligande eller andra beslut och åtgärder som vidtas av eller å den brittiska regeringens vägnar, inkluderande åtgärder avseende emitterade värdepapper, nya eller befintliga kontraktuella arrangemang och överföring av delar av eller hela Koncernens verksamhet.

Koncernen är föremål för betydande näringsrättslig reglering och översyn och betydande näringsrättsliga, bokföringsmässiga eller juridiska förändringar kan få negativt inverkan på hur Koncernen bedriver sin verksamhet och dess verksamhetsresultat och finansiella förhållanden. Koncernen, liksom många andra finansiella institutioner, är under stora och betydande näringsrättsliga granskningar sedan några år tillbaka och man förväntar sig att den omgivningen kommer att fortgå under en förutsebar framtid, särskilt eftersom det relaterar till efterlevnad av ny och existerande bolagsstyrning, anställdas ersättning, uppföranderegler, antipenningtvätts-

| | |
|-----|---|
| | <p>och terrorlagar och regler, liksom villkor i tillämpliga sanktionsprogram och betydelsen av ökad fokusering på riskhantering och kundhantering. Vidare är Koncernen, och kan även bli, föremål för juridiska processer och näringsrättsliga utredningar som kan påverka dess verksamhet, verksamhetsresultat och finansiella förhållanden.</p> <p>Koncernens förmåga att implementera dess strategiska plan är beroende av framgången för dess omfokusering till dess huvudsakliga kärnområden samt dess program för reducering av balansräkningen. Som en del av Koncernens strategiska plan och implementering av den statsstödda omstruktureringsplanen som överenskommits med den europeiska kommissionen och HM Treasury, så är Koncernen underkastad en omfattande omstrukturering som kan negativt påverka Koncernens verksamhet, verksamhetsresultat och finansiella förhållanden och kan leda till ökad operationell risk. Förmågan att sälja tillgångar och kurser som erhålls för sådana försäljningar kommer vara beroende av rådande marknadsförhållanden, som fortsatt är utmanande, och det kan inte lämnas någon försäkran om att Koncernen kommer kunna sälja eller lägga ner (så som tillämpligt) sådana återstående verksamheter som man försöker sälja eller portföljer som man försöker sälja på (i) så gynnsamma villkor för Koncernen som möjligt eller (ii) överhuvudtaget. Betydande utveckling inom näringsrättslig och skatterättslig reglering kan påverka hur Koncernen bedriver sin verksamhet och dess verksamhetsresultat och finansiella förhållanden och utnyttjandet av vissa uppskjutna skattefordringar som Koncernen identifierat är föremål för osäkerhet. Koncernen kan bli tvungen att lämna ytterligare bidrag till sina pensionsplaner och statliga stödplaner vilka kan negativt påverka Koncernens verksamhet, verksamhetsresultat, kontantflöden och finansiella förhållanden.</p> |
| B.5 | EMITTENTKONCERNEN OCH EMITTENTENS POSITION INOM KONCERNEN |
| | <p>Koncernen</p> <p>Emittenten är ett helägt dotterbolag till The Royal Bank of Scotland Group plc ("RBSG"). RBSG är holdingbolag för en stor global koncern (RBSG, jämte sina dotterbolag, konsoliderade i enlighet med internationell redovisningsstandard ("Koncernen"). Koncernen har huvudkontor i Edinburgh och bedriver verksamhet i Storbritannien, USA och internationellt, genom sina viktigaste dotterbolag, Emittenten och National Westminster Bank Plc ("NatWest"). Både Emittenten och NatWest är större clearingbanker i Storbritannien. I USA är Koncernens dotterbolag, RBS Citizens Financial Group, Inc., en större kommersiell bankorganisation. Globalt har koncernen en diversifierad kundbas och tillhandahåller en lång rad produkter och tjänster till privat- och företagskunder samt stora företags- och institutionella kunder.</p> <p>Emittentkoncernen</p> |

| | | | | | | | | | | | | | |
|--------------------------------|--|---|---|---|--------------------------------|---------|-------|-------------------|-------|-------|-------------------------------|---------|---------|
| | <p>Emittentkoncernen består av Emittenten, jämte sina dotterbolag, konsoliderade i enlighet med internationell redovisningsstandard ("Emittentkoncernen"), inklusive de huvudsakliga dotterföretagen till RBS:</p> <ul style="list-style-type: none">• National Westminster Bank Plc• RBS Citizens Financial Group, Inc.• Coutts & Company• RBS Securities Inc.• Ulster Bank Limited <p>Emittentkoncernen är verksam i Storbritannien, USA och internationellt och erbjuder banktjänster och finansiella tjänster som en del av Koncernen.</p> | | | | | | | | | | | | |
| B.9 | VINSTPROGNOS ELLER VINSTUPPSKATTNING | | | | | | | | | | | | |
| | Inte tillämpligt. Inga vinstprognoser eller vinstuppskattningar har gjorts av Emittenten. | | | | | | | | | | | | |
| B.10 | RESERVATIONER I REVISIONSBERÄTTELSEN AVSEENDE HISTORISK FINANSIELL INFORMATION | | | | | | | | | | | | |
| | Inte tillämpligt. Det finns inga reservationer i revisionsberättelsen avseende Emittenten och dess historiska finansiella information. | | | | | | | | | | | | |
| B.12 | UTVALD HISTORISK FINANSIELL NYCKELINFORMATION FRÅN EMITTENTEN | | | | | | | | | | | | |
| | <p>Utvald finansiell information om Emittenten för åren som slutade 31 december 2012 och 31december2011</p> <p>Den följande tabellen sammanfattar viss finansiell information om Emittenten avseende dess räkenskapsår som slutade 31 december 2012 och 31 december 2011 och utgör utdrag utan justeringar från de reviderade konsoliderade finansiella rapporterna för Emittenten avseende det finansiella året som slutade den 31 december 2012, som upprättades i enlighet med internationell redovisningsstandard (IFRS).</p> <table><tr><td></td><td><i>År som slutade 31 december 2012 £m</i> <i>(reviderat)</i></td><td><i>År som slutade 31 december 2011 £m</i> <i>(reviderat)</i></td></tr><tr><td>Rörelseförlust före skatt.....</td><td>(3 412)</td><td>(864)</td></tr><tr><td>Skattekredit.....</td><td>(364)</td><td>(731)</td></tr><tr><td>(Förlust)/vinst för året.....</td><td>(3 776)</td><td>(1 595)</td></tr></table> | | <i>År som slutade 31 december 2012 £m</i> <i>(reviderat)</i> | <i>År som slutade 31 december 2011 £m</i> <i>(reviderat)</i> | Rörelseförlust före skatt..... | (3 412) | (864) | Skattekredit..... | (364) | (731) | (Förlust)/vinst för året..... | (3 776) | (1 595) |
| | <i>År som slutade 31 december 2012 £m</i> <i>(reviderat)</i> | <i>År som slutade 31 december 2011 £m</i> <i>(reviderat)</i> | | | | | | | | | | | |
| Rörelseförlust före skatt..... | (3 412) | (864) | | | | | | | | | | | |
| Skattekredit..... | (364) | (731) | | | | | | | | | | | |
| (Förlust)/vinst för året..... | (3 776) | (1 595) | | | | | | | | | | | |

| | | 31 december 2012 £m (reviderat) | 31 december 2011 £m (reviderat) |
|------|---|------------------------------------|------------------------------------|
| | Anmodat aktiekapital..... | 6 609 | 6 609 |
| | Reserver..... | 52 679 | 55 117 |
| | Aktiekapital..... | 59 288 | 61 726 |
| | Minoritetsintressen..... | 137 | 128 |
| | Efterställda skulder..... | 33 851 | 32 324 |
| | Kapitalresurser..... | 93 276 | 94 178 |
| | | 31 december 2012 £m (reviderat) | 31 december 2011 £m (reviderat) |
| | Insättningar..... | 621 457 | 581 485 |
| | Lån och förskott till kunder och banker..... | 576 904 | 586 539 |
| | Totala tillgångar..... | 1 284 274 | 1 432 781 |
| | INGEN VÄSENTLIG NEGATIV FÖRÄNDRING AVSEENDE EMITTENTENS UTSIKTER | | |
| | Det har inte förekommit några väsentliga negativa förändringar avseende Emittentens utsikter sedan 31 december 2012. | | |
| | BETYDANDE FÖRÄNDRINGAR AVSEENDE DEN FINANSIELLA POSITIONEN FÖR KONCERNEN EFTER DEN PERIOD SOM OMFATTAS AV DEN HISTORISKA FINANSIELLA INFORMATIONEN | | |
| | Det har inte förekommit några väsentliga negativa förändringar avseende Emittentens finansiella position sedan 31 december 2012. | | |
| B.13 | NYLIGEN INTRÄFFADE HÄNDELSESR SOM SÄRSKILT PÅVERKAT EMITTENTEN TILL EN BETYDANDE OMFATTNING SOM ÄR RELEVANT FÖR BEDÖMNING AV EMITTENTENS SOLVENS | | |
| | Ej tillämplig. Det har inte förekommit några nyligen inträffade händelser särskilt avseende Emittenten till en betydande omfattning som är relevant för att bedöma Emittentens solvens. | | |
| B.14 | BESKRIVNING AV KONCERNEN OCH EMITTENTENS POSITION INOM KONCERNEN SAMT BEROENDE AV ANDRA ENHETER INOM KONCERNEN | | |
| | Emittenten är ett helägt dotterföretag till RBSG. Vidare, se ytterligare information ovan i Punkt B.5. | | |
| B.15 | EMITTENTENS HUVUDSAKLIGA VERKSAMHETER | | |
| | <p>Koncernens huvudsakliga verksamheter är organiserade i följande segment:</p> <ul style="list-style-type: none"> • Retail and Commercial: <ul style="list-style-type: none"> • <i>UK Retail:</i> en omfattande uppsättning av bankprodukter och relaterade finansiella tjänster till personmarknaden i Storbritannien | | |

| | |
|------|---|
| | <ul style="list-style-type: none"> • <i>UK Corporate</i>: banktjänster, finanstjänster och riskhanteringstjänster till bolag och till sektorn för små och medelstora företag (SME) i Storbritannien • <i>Wealth</i>: private banking och investeringstjänster • <i>International Banking</i>: finansieringstjänster, transaktionstjänster och riskhantering • <i>Ulster Bank</i>: en omfattande uppsättning av finansiella tjänster genom dess båda divisioner för privatkunder och företagskunder • <i>US Retail and Commercial</i>: finansiella tjänster i USA huvudsakligen genom Citizens och Charter Ones varumärken • Markets: en organisation, försäljning och handelsverksamhet inom skuldfinansiering, ränteprodukter, valutor och investerarprodukter • Central Functions: omfattar Koncernfunktioner och bolagsfunktioner, så som internbank, finansiering, riskhantering, juridik, kommunikation och personal • Non-Core: hanterar separat tillgångar som Koncernen har för avsikt att göra sig av med eller avveckla • Business Services: stödjer den kundrelaterade verksamheten och tillhandahåller operationell teknologi, kundstöd per telefon, kontohantering, utlåning och pengatransferering, globala förvärv, fast egendom och andra tjänster |
| B.16 | ÄGARSKAP OCH KONTROLL ÖVER EMITTENTEN |
| | Emittenten är ett helägt dotterföretag till RBSG. |

| AVSNITT C – VÄRDEPAPPER | |
|-------------------------|--|
| C.1 | TYP OCH KLAS AV VÄRDEPAPPER, INKLUSIVE EVENTUELLT IDENTIFIKATIONSNUMMER |
| | <p>Värdepapper emitterade under Grundprospektet och som beskrivs i de Slutliga Villkoren ("Värdepapperen" eller "Mini Future Certifikaten") är emitterade i dematerialiserad form och är registrerade i kontoförd form i Clearingagentens system. Äganderätt till Värdepapperen kommer övergå genom överföring mellan kontoinnehavare hos Clearingagenten när sådan överföring genomförs i enlighet med lagar och regler och förfaranden som är tillämpliga på Clearingagenten och som är i kraft från tid till annan (de "Tillämpliga Reglerna").</p> <p>"Clearingagent" betyder Euroclear Sweden AB, Box 191, 101 23 Stockholm, Sverige, och sådana ytterligare eller alternativa clearingombud eller clearingsystem som kan godkännas av Emittenten</p> |

| | <p>från en tid till en annan och meddelas Värdepappersinnehavran (så som definierade i Punkt C.8).</p> <table><tr><th>SERIE</th><th>NDX KORTNAMN</th><th>ISIN</th></tr><tr><td>OMX Stockholm 30 Index MINI Future Long Certificates Series A</td><td>MINILONG OMX M5</td><td>GB00B9LQTF71</td></tr></table> <p>Inga enskilda innehavarvärdepapper i fysisk form kommer att emitteras.</p> | SERIE | NDX KORTNAMN | ISIN | OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 |
|---|---|--------------|--------------|------|---|-----------------|--------------|
| SERIE | NDX KORTNAMN | ISIN | | | | | |
| OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | | | | | |
| C.2 | VALUTA FÖR EMISSION AV VÄRDEPAPPER | | | | | | |
| | SEK | | | | | | |
| C.5 | RESTRIKTIONER AVSEENDE FRI ÖVERLÅTBARHET OCH ÖVERFÖRBARHET AVSEENDE VÄRDEPAPPEREN | | | | | | |
| | <p>Ej tillämpligt.</p> <p>Värdepapperen kan överlåtas fritt i enlighet med den Tillämpliga Reglerna.</p> | | | | | | |
| C.8 | RÄTTIGHETER FÖRKNIPPADE MED VÄRDEPAPPEREN, INKLUSIVE RANGORDNING OCH BEGRÄNSNINGAR AV DESSA RÄTTIGHETER | | | | | | |
| | <p><i>Rättigheter förknippade med Värdepapperen</i></p> <p>Rättigheterna för Värdepappersinnehavarna finns angivna i villkoren för Värdepapperen som finns angivna i de allmänna villkoren (de "Allmänna Villkoren") och i de värdepappersspecifika produktvillkoren ("Produktvillkoren") och så som sammanfattade i denna sammanfattning. De Allmänna Villkor och Produktvillkor som är tillämpliga på Värdepapperen är refererade till som "Villkoren" och "Värdepappersinnehavare" betyder en person i vars namn ett Värdepapper är registrerat i kontoföringssystemet hos Clearingagenten eller någon annan person som anses som innehavare av Värdepapperen i enlighet med de Tillämpliga Reglerna.</p> <p>Mini Future Certifikat har inget fastställt förfall (<i>open end</i>), vilket betyder att de inte har någon fastställd förfallotidpunkt. De kan endast utövas av Värdepappersinnehavaren på Utövandedagen (så som definierad i Punkt C.16) ("Utövande"), med förbehåll för att varken en Stop-Loss Händelse eller någon annan förtida avslutandehändelse har uppkommit och oaktat meddelande om Inlösen enligt Emittentens val. Vid Utövande måste Värdepappersinnehavaren leverera ett giltigt och till fullo ifyllt meddelande före utövandetidpunkten på Utövandedagen.</p> <p>Vidare, Mini Future Certifikaten kan avslutas i helhet (men inte delvis) av Emittenten ("Inlösen enligt Emittentens val"), med förbehåll för ett giltigt Utövande, uppkomsten av en Stop-Loss Händelse eller varje annan förtida inlösenhändelse.</p> | | | | | | |

Om en Stop-Loss Händelse uppkommer under löptiden så kommer Värdepapperen att avslutas automatiskt. En "**Stop-Loss Händelse**" uppkommer om nivå för den Underliggande (så som definierad i Punkt C.20) är lägre än eller lika med en viss förutbestämd barriär.

Efter något sådant avslutande, kommer Värdepappersinnehavaren att erhålla Kontantbeloppet eller Beloppet vid Stop-Loss (så som definierat i Punkt C.18), om något, på Förfallodagen (båda, så som definierade i Punkt C.16).

Förtida Avslutande av Emittenten med undantag för Förtida Inlösen efter Emittentens val

Emittenten har rätt att avsluta Värdepapperen i förtid pga. olaglighet eller skatt eller pga. vissa händelser som påverkar Emittentens hedgningspositioner eller väsentligt påverkar Underliggande. I sådan situation, kommer det belopp som förfaller till betalning vid sådant förtida avslutande vara lika med det rimliga marknadsvärdet på Värdepapperet, minskat med kostnader för Emittenten att upplösa relaterade hedgningsarrangemang.

Justeringar

Emittenten eller beräkningsagenten, som kan vara fallet, har rätt att justera Villkoren för Värdepapperen för att beakta vissa händelser som påverkar Emittentens hedgningspositioner eller väsentligt påverkar Underliggande.

Betalningsavbrott

Beräkningsagenten kan senarelägga betalning av belopp som ska erläggas under Värdepapperen vid uppkomsten av vissa händelser som stör beräkningsagentens möjlighet att fastställa referenskurs(en)(erna) för Underliggande eller att företa sådana betalningar i valutan i vilken sådan betalning ska göras. I vissa situationer kan beräkningsagenten fastställa relevant referenskurs för Underliggande enligt sin rimliga uppfattning (*billiges Ermessen*) eller justera Villkoren.

Värdepapperen ger inte rätt utbetalning av ränta, och således kommer Värdepapperen inte generera någon fortlöpande ränteintäkt och Värdepapperen ger inte heller rätt till utdelningar.

Värdepapperens status

Värdepapperen utgör icke säkerställda och icke efterställda åtaganden för Emittenten och rangordnas i likhet sinsemellan och med samtliga andra nuvarande och framtida icke säkerställda och icke efterställda åtaganden för Emittenten med undantag för sådana som ges företräde genom tvingande rätt.

Tillämplig rätt

Värdepapperen ska vara underkastade och tolkas i enlighet med tysk rätt.

| | |
|------|--|
| C.11 | UPPTAGANDE TILL HANDEL |
| | Det avses att ansökas om upptagande till handel på följande börs och officiella marknad från och med emissionsdagen: Nordic Growth Market (NGM) - Nordic Derivatives Exchange (NDX) Official List |
| C.15 | BESKRIVNING AV HUR VÄRDET PÅ VÄRDEPAPPEREN PÅVERKAS AV VÄRDET PÅ UNDERLIGGANDE |
| | <p>Värdepapperen är investeringsinstrument som följer utvecklingen för Underliggande. Värdepapperen har s.k. hävstångseffekt. Denna effekt innebär att det belopp som behövs för att investera i Värdepapperen och uppnå samma ekonomiska deltagande som en direktinvestering i Underliggande är avsevärt lägre än vad som skulle krävas vid en direktinvestering i Underliggande. Således, den procentuella uppgången om nivån för Underliggande stiger, och den procentuella förlusten om nivån för Underliggande faller, är avsevärt högre för Värdepapperen än för en direktinvestering i Underliggande.</p> <p>Vidare, om under Värdepapperens löptid en Stop-Loss Händelse uppkommer, så kommer Värdepapperen att avslutas automatiskt. Eftersom en Stop-Loss Händelse uppkommer om nivån för Underliggande är lägre än eller lika med en viss förutbestämd barriär, kommer nivån för Underliggande påverka värdet på Värdepapperen och leda till en total förlust av investeringen.</p> |
| C.16 | FÖRFALLODAG, VÄRDERINGSDAG, UTÖVANDEDAG, DAG FÖR FÖRTIDA UTÖVANDE EFTER EMITTENTENS VAL OCH STOP-LOSS DAG |
| | <p>"Förfalloodagen" är den tionde bankdagen efter avslutande av Värdepapperen efter ett utövande av Värdepappersinnehavare, avslutande av Emittenten eller ett automatiskt avslutande.</p> <p>"Värderingsdagen" betyder den sista handelsdagen i mars varje år, med start ett år efter emissionsdagen och "Utövandedagen" betyder tionde bankdagar före sådan planerad Värderingsdag.</p> <p>"Dag för Förtida Utövande efter Emittentens val" betyder den dag som Värdepapperen avslutas av Emittenten.</p> <p>"Stop-Loss Dag" betyder den handelsdag på vilken Referenskursen för Stop-Loss (enligt definition i Punkt C.18) fastställs under Värderingsperioden för Stop-Loss (enligt definition i Punkt C.18).</p> |
| C.17 | AVVECKLINGSFÖRFARANDE |
| | <p>Värdepapperen kommer att avvecklas via Clearingagenten.</p> <p>Värdepapperen kommer att levereras på emissionsdagen i utbyte mot betalning av emissionskursen.</p> |

| | Vid förfall kommer betalningar att effektueras av Emittenten till, eller på uppdrag av Clearingagenten för kreditering på konton för respektive innehavare med konton hos Clearingagenten. | | | | | | | | | | | | | | | | |
|---|--|--------------|--------------------|------|--------------------|---|-----------------|--------------|--------------|--------|--------------|------|---------------|---|-----------------|--------------|---|
| C.18 | AVKASTNING PÅ VÄRDEPAPPEREN | | | | | | | | | | | | | | | | |
| | <p>Efter ett Utövande eller Förtida Inlösen efter Emittentens val, kommer det belopp som förfaller till betalning för Emittenten på Förfallodagen ("Kontantbeloppet") att fastställas enligt följande minus kostnader (om några):</p> <p>Differensen mellan (a) den Slutliga Referenskursen och (b) Fastställelsekursen; multiplicerat med Multiplikatorn.</p> <p>Den Slutliga Referenskursen är definierad i Punkt C.19.</p> <p>"Fastställelsekursen" fastställs på emissionsdagen och kommer därefter justeras på varje handelsdag under Värdepapperens löptid genom beaktande av kostnader för skapande och upprätthållande av hävstången, de s.k. finansieringskostnaderna. Finansieringskostnaderna, som kommer att fastställas på varje handelsdag, består av en viss referensnivå och en finansieringsspread. Finansieringsspread är den nivå som fastställs på rimligt sätt (<i>billiges Ermessen</i>) av beräkningsagenten genom beaktande av den underliggande valutan och rådande marknadsförhållanden. Finansieringsspreaden måste startas om varje handelsdag och är föremål för en maximalt finansieringsspread som finns angivet i de Slutliga Villkoren. Utdelningar som utbetalas kommer tas med vid beräkning av Fastställelsekursen.</p> <p>Fastställelsekursen på emissionsdagen betyder respektive belopp som framgår av tabellen nedan.</p> <table><tr><th>SERIES</th><th>NDX KORTNAMN</th><th>ISIN</th><th>FASTSTÄLLESEKURSEN</th></tr><tr><td>OMX Stockholm 30 Index MINI Future Long Certificates Series A</td><td>MINILONG OMX M5</td><td>GB00B9LQTF71</td><td>SEK 1 155,00</td></tr></table> <p>"Multiplikator" betyder respektive multiplikator som framgår av tabellen nedan.</p> <table><tr><th>SERIES</th><th>NDX KORTNAMN</th><th>ISIN</th><th>MULTIPLIKATOR</th></tr><tr><td>OMX Stockholm 30 Index MINI Future Long Certificates Series A</td><td>MINILONG OMX M5</td><td>GB00B9LQTF71</td><td>1</td></tr></table> <p>"Beloppet vid Stop-Loss" betyder ett belopp beräknat av beräkningsagenten i enlighet med följande formel, minskat med kostnader (om några):</p> <p>(Referenskurs för Stop-Loss – Fastställelsekurs) x Multiplikator.</p> <p>"Referenskurs för Stop-Loss" betyder ett belopp fastställt av beräkningsagenten enligt dess rimliga bedömning (<i>billiges Ermessen</i>) som det rimliga värdet priset för den Underliggande så som detta fastställs av beräkningsagenten med hänsyn tagen till nivån för Underliggande under Värderingsperioden för Stop-Loss.</p> | SERIES | NDX KORTNAMN | ISIN | FASTSTÄLLESEKURSEN | OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | SEK 1 155,00 | SERIES | NDX KORTNAMN | ISIN | MULTIPLIKATOR | OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | 1 |
| SERIES | NDX KORTNAMN | ISIN | FASTSTÄLLESEKURSEN | | | | | | | | | | | | | | |
| OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | SEK 1 155,00 | | | | | | | | | | | | | | |
| SERIES | NDX KORTNAMN | ISIN | MULTIPLIKATOR | | | | | | | | | | | | | | |
| OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | 1 | | | | | | | | | | | | | | |

| | <p>"Värderingsperiod för Stop-Loss" betyder perioden följande Stop-Loss Händelse, så som fastställs av Beräkningsagenten enligt dennes rimliga bedömning (<i>billiges Ermessen</i>), med beaktande av likviditeten på marknades avseende den Underliggande och/eller instrument relaterade till Underliggande som används av Emittenten för att hedga hela eller delar av dess åtaganden under Värdepapperen.</p> <p>Betalningar kommer att effektueras av Emittenten till, eller på uppdrag av, Clearingagenten för kreditering på konton för respektive innehavare med konton hos Clearingagenten. Genom företagande av betalningar till, eller på uppdrag av, Clearingagenten kommer Emittenten fullgöra sina betalningsåtaganden för varje belopp som betalas på detta sätt. Emittenten kan avvika från ovanstående betalningsmetod efter avgivande av meddelande till Värdepappersinnehavarna. I sådan situation kommer betalningar till Värdepappersinnehavarna ske på sådant sätt som finns angivet i sådant meddelande.</p> | | | | | | | | | | |
|---|--|--------------|---------------------------|----------------|---------------|----------------|---|--------------------|--------------|---------------------------|-------------|
| C.19 | SLUTLIG REFERENSKURS | | | | | | | | | | |
| | <p>Den Slutliga Referenskursen kommer fastställas på Värderingsdagen, såvida inte förtida avslutande av Värdepapperen har skett. Det är ett belopp lika med nivån för Underliggande utan beaktande eventuella senare offentliggjorda korrigeringar.</p> | | | | | | | | | | |
| C.20 | TYP AV UNDERLIGGANDE OCH VAR INFORMATION OM UNDERLIGGANDE KAN ERHÅLLAS | | | | | | | | | | |
| | <p>Typ: index</p> <p>"Underliggande" betyder respektive underliggande som framgår av tabellen nedan.</p> <p>Information om Underliggande kan erhållas via Emittenten och på Emittentens webbplats www.rbsbank.se/markets (eller eventuella ersättande webbplatser) och the Bloomberg sidor angivna i tabellen nedan.</p> <table><tr><th>SERIES</th><th>NDX KORTNAMN</th><th>ISIN</th><th>UNDERLIGGANDE</th><th>BLOOMBERG CODE</th></tr><tr><td>OMX Stockholm 30 Index MINI Future Long Certificates Series A</td><td>MINILONG OMX M5</td><td>GB00B9LQTF71</td><td>OMX Stockholm 30 Index</td><td>OMX <INDEX></td></tr></table> | SERIES | NDX KORTNAMN | ISIN | UNDERLIGGANDE | BLOOMBERG CODE | OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | OMX Stockholm 30 Index | OMX <INDEX> |
| SERIES | NDX KORTNAMN | ISIN | UNDERLIGGANDE | BLOOMBERG CODE | | | | | | | |
| OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | OMX Stockholm 30 Index | OMX <INDEX> | | | | | | | |

| AVSNITT D – RISKER | |
|--------------------|--|
| D.2 | HUVUDSAKLIGA RISKER SOM ÄR SPECIFIKA FÖR EMITTENTEN |
| | Emittenten är ett verksamhetsbedrivande större dotterföretag till RBSG och står för en betydande del av de konsoliderade tillgångarna, skulderna och verksamhetsresultat för RBSG. Följaktligen, riskfaktorerna nedan som relaterar till RBSG och Koncernen kommer även vara relevanta för Emittenten och Emittentkoncernen. |

- Koncernens verksamhet och utveckling kan påverkas negativt av de faktiska eller uppfattade förhållandena på de globala ekonomiska och finansiella marknaderna.
- Koncernen har betydande exponering mot den fortlöpande ekonomiska krisen i Europa.
- Koncernen är verksam på marknader som är starkt konkurrensutsatta och dess verksamhet och rörelseresultat kan påverkas i negativ riktning.
- Koncernen är föremål för politisk risk. Även om innebörden av att Skottland eventuellt blir självständigt från Storbritannien eller innebörden av någon folkomröstning om Storbritanniens EU-medlemskap, om något av detta blir verklighet, inte är möjlig att till fullo förutse så kan det ha betydande negativ inverkan för Koncernens verksamhet, finansiella förhållanden, verksamhetsresultat och framtidsutsikter.
- Koncernen och dess brittiska bankdotterföretag kan komma att utsättas för risken att helt och hållet förstatligas.
- Her Majesty's Treasury ("**HM Treasury**") (eller UK Financial Investments Limited (UKFI) på dess vägnar) kan utöva betydande inflytande över Koncernen och varje förslag om erbjudande eller försäljning av sina intressen kan negativt påverka marknadspriset på Värdepapperen och relaterade värdepapper emitterade av Koncernen.
- Koncernen är föremål för andra globala risker. Genom Koncernens globala närvaro så är Koncernen exponerad mot risker som härleder från geopolitiska händelser, så som förekomsten av handelshinder, implementering av valutakontroller och andra åtgärder som vidtas av suveräna stater som kan hindra ekonomiska verksamhetsnivåer eller finansieringsaktivitetsnivåer. Vidare kan oförmånliga politiska, militära eller diplomatiska händelser, väpnade konflikter, pandemier och terroristattacker och hot, och reaktioner på sådana händelser från regeringar, negativt inverka på Koncernens verksamhet, finansiella förhållanden och verksamhetsresultat.
- Koncernens intäkter och finansiella ställning har påverkats väsentligt, och dess framtida intäkter och finansiella ställning kan fortsatt påverkas väsentligt, av att värderingen av tillgångar ställs under press på grund av dåliga marknadsförhållanden.
- Koncernens finansiella resultat har väsentligt påverkats och fortsätter väsentligt att påverkas av låntagares och andra motparter försämrade kreditvärdighet och ytterligare försämringar kan uppkomma på grund av förhärskande ekonomiska och marknadsförutsättningar jämte rättslig och tillsynsrelaterad utveckling.
- Värdet eller effektiviteten av olika kreditskydd som Koncernen har köpt är beroende av värdet för de underliggande tillgångarna samt finansiella ställningar hos försäkringsgivarna och motparterna.

- Ändrade räntor, valutakurser, kreditriskdifferenser, obligations-, aktie- och råvarupriser, grund-, volatilitets- och korreleringsrisker och andra marknadsfaktorer har i väsentlig mån påverkat och kommer att påverka Koncernens verksamhet och rörelseresultat.
- I Storbritannien och i andra länder ansvarar Koncernen för att bidra till ersättningsordningar avseende banker och andra auktoriserade finansiella tjänsteföretag som inte är förmögna att uppfylla sina åtaganden gentemot kunder.
- Koncernen kan bli tvungen att lämna ytterligare bidrag till sin pensionsordning om värdet på pensionsfondens tillgångar inte är tillräckligt för att täcka potentiella åtaganden.
- Koncernens förmåga att fullgöra sina åtaganden inklusive dess finansieringsåtaganden är beroende av Koncernens möjligheter att få tillgång till likviditetskällor och finansiering.
- Koncernens verksamhet kan påverkas negativt om dess kapital inte hanteras på ett effektivt sätt eller till följd av ändrade krav avseende eget kapital eller likviditet.
- Koncernens upplåningskostnader, tillgång till marknader för upplåning och dess likviditet är i hög grad beroende av dess och den brittiska statens kreditbetyg.
- Om inte Koncernen kan emittera Villkorade B-aktier till HM Treasury kan det ha betydande negativ påverkan på Koncernens kapitalposition, likviditet, verksamhetsresultat och framtidsutsikter
- Den näringsrättsliga behandlingen av vissa uppskjutna skattefordringar som Koncernen identifierat är beroende av det inte sker några försämringar av dessa ur ett näringsrättsligt perspektiv.
- Koncernens förmåga att genomföra sin strategiska plan är avhängig av hur framgångsrika Koncernens förnyade fokusering på sina starka kärnverksamheter och planen för att begränsa balansräkningen är.
- Koncernen är föremål för olika risker som en följd av implementeringen av den statsstödda omstruktureringsplanen.
- Samtlig av Koncernens verksamhet är föremål för omfattande reglering och översyn. Betydande juridiska förändringar och förändringar inom Koncernens huvudsakliga områden, skulle kunna påverka hur Koncernen bedriver sin verksamhet samt dess rörelseresultat och finansiella ställning.
- Koncernen är föremål för implementering av aktuella och föreslagna åtgärder och återbetalningsplaner som kan leda till att olika åtgärder företas avseende Koncernens värdepapper, vilket inkluderar avskrivningar, nedskrivningar eller omvandlingar av Koncernens värdepapper.

| | |
|-----|---|
| | <ul style="list-style-type: none"> Koncernen är föremål för ett antal tillsynsrelaterade utredningar som på ett betydande sätt kan påverka dess verksamhet. Den oberoende granskningskommissionen (The Independent Commission on Banking) slutliga rapport om konkurrens och möjliga strukturreformer inom bankbranschen har godkänts av den brittiska regeringen som avser att implementera rekommendationerna till största del. Vidare finns ytterligare förslag om att avskilja vissa verksamhetsområden och US Federal Reserves förslag om att tillämpa amerikanska kapitalkrav, likviditetskrav och stärkta standarder för solvenstillsyn avseende vissa av Koncernens amerikanska verksamheter tillsammans med vissa brittiska reformer kan kräva strukturella förändringar av Koncernens verksamhet. Koncernen är föremål för ett antal tvister och tillsynsrelaterade utredningar. Ofördelaktiga resultat av dessa tvister och tillsynsrelaterade utredningar kan på ett betydande negativt sätt påverka Koncernens verksamhetsresultat eller renommé. Värdet på vissa finansiella instrument som redovisas till verkligt värde fastställs med hjälp av finansiella modeller som innefattar antaganden, bedömningar och uppskattningar som kan ändras över tiden eller i slutänden visa sig inte vara riktiga. Koncernens resultat kan påverkas i negativ riktning om dess goodwill skadas. Möjligheterna att utnyttja vissa av Koncernen bokförda uppskjutna skattefordringar är beroende av Koncernens förmåga att generera tillräcklig framtida beskattningsbar vinst. Koncernens affärsverksamheter medför inneboende operativa risker. Koncernens affärsverksamheter är starkt beroende av dess informationstekniksystem. Koncernen kan lida förlust om anställda missköter sig. Koncernens verksamhet medför inneboende renommérisk. Koncernen kanske inte lyckas locka eller behålla högre ledning, vilket kan inbegripa styrelseledamöter, och andra viktiga anställda och den kan bli lidande om den inte lyckas upprätthålla goda relationer till sina anställda. |
| D.6 | HUVUDSAKLIGA RISKER RELATERADE TILL VÄRDEPAPPEREN |
| | <p>Vissa faktorer är väsentliga för att kunna bedöma de marknadsrisker som är förknippade med Värdepapperen. Dessa inkluderar, men är inte begränsade till följande:</p> <p>(a) Värdepapperen har komplicerad struktur som kan leda till en total förlust av investeringen,</p> <p>(b) En Stop-Loss Händelse (så som definierad i Punkt C.8) uppkommer,</p> <p>(c) Värdepapperen kanske inte är en lämplig investering för samtliga investerare,</p> |

- (d) värdet på Värdepapperen kan fluktuera,
- (e) det kanske inte finns någon andrahandsmarknad för Värdepapperen,
- (f) köp av Värdepapperen som en hedgning kanske inte är effektivt,
- (g) åtgärder företagna av Emittenten kan påverka värdet på Värdepapperen,
- (h) Värdepappersinnehavare har inga ägarintressen i Underliggande,
- (i) Emittenten och/eller beräkningsagenten kan justera Villkoren som en konsekvens av händelser som påverkar Underliggande,
- (j) det kan finnas fördröjningar vid effektivering av avvecklingen av Värdepapperen,
- (k) skatter kan behöva betalas av Värdepappersinnehavarna och
- (l) Värdepapperen kan under vissa omständigheter avslutas av Emittenten före den planerade förfallodagen.

Andra väsentliga risker förknippade med Värdepapperen inkluderar

- (a) risker förknippade med Värdepapperen emitterade i dematerialiserad form, eftersom i sådant fall kommer inte några enskilda värdepapper i fysisk form att emitteras och Emittenten har inte något ansvar eller ersättningsansvar för någon åtgärd eller underlåtenhet av Clearingagenten,
- (b) risker förknippade med arrangemang som ingås av Värdepappersinnehavare med tjänstetillhandahållare om att inneha Värdepapperen (förvaltararrangemang), eftersom i sådant fall kommer Värdepappersinnehavarna, bland annat, att vara exponerade mot kreditrisken hos och risken för fallissemang hos en tredje part,
- (c) risken att avkastningen på en investering i Värdepappren kommer att påverkas av avgifter som åsamkas Värdepappersinnehavare,
- (d) risken att juridiska förändringar kan påverka värdet på Värdepapperen,
- (e) risken att kreditbetyg som getts Emittenten eller Värdepapperen inte speglar samtliga risker,
- (f) risken att juridiska investeringsbegränsningar kan begränsa investeringar i Värdepapperen,
- (g) om en Värdepappersinnehavare lånefinansierar köp av Värdepapper finns risken att denne inte kommer kunna återbetala lånet plus ränta, och
- (h) specifika risker förknippade med index som Underliggande till Värdepapperen.

| AVSNITT E – ERBJUDANDE | | | | | | | | | |
|---|---|--------------|--|--------|--------------|------|---|-----------------|--------------|
| E.2B | SKÄL FÖR ERBJUDANDET OCH ANVÄNDANDE AV INTÄKTER | | | | | | | | |
| | Ej tillämplig. Intäkterna kommer användas för vinständamål och att säkra vissa risker. | | | | | | | | |
| E.3 | BESKRIVNING AV VILLKOREN FÖR ERBJUDANDET | | | | | | | | |
| | <p>Start för det publika erbjudandet: Planerat från 19 juli 2013</p> <p>Land/Länder: Sverige</p> <p>Erbjudandets Sammanlagda Belopp:</p> <table><tr><th>SERIES</th><th>NDX KORTNAMN</th><th>ISIN</th></tr><tr><td>OMX Stockholm 30 Index MINI Future Long Certificates Series A</td><td>MINILONG OMX M5</td><td>GB00B9LQTF71</td></tr></table> | | | SERIES | NDX KORTNAMN | ISIN | OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 |
| SERIES | NDX KORTNAMN | ISIN | | | | | | | |
| OMX Stockholm 30 Index MINI Future Long Certificates Series A | MINILONG OMX M5 | GB00B9LQTF71 | | | | | | | |
| E.4 | BETYDANDE INTRESSEN I EMISSIONEN/-ERBJUDANDET INKLUSIVE INTRESSEKONFLIKTER | | | | | | | | |
| | <p>Med undantag för Emittenten har ingen person involverade i emissionen eller erbjudandet av Värdepapperen något betydande intresse i emissionen eller erbjudandet.</p> <p>Intressekonflikter kan uppkomma när Emittenten i denna egenskap eller som beräkningsagent vidtar justeringar i Villkoren efter vissa händelser och/eller åtgärder. Vid genomförandet av sådana justeringar kan Emittenten utöva en betydande diskretionär bestämmanderätt och kan således vara föremål för intressekonflikter.</p> <p>Emittenten kan ha påverkan på beräkning, sammansättning och/eller justering av Underliggande vilket även kan leda till intressekonflikter.</p> <p>Vidare, Emittenten kan av olika skäl utföra olika rådgivningstjänster, effektuera egna eller andras transaktioner, eller ingå vissa (hedgnings-) transaktioner och inneha långa eller korta positioner i Underliggande. Sådan aktivitet kan leda till intressekonflikter.</p> | | | | | | | | |
| E.7 | UPPSKATTADE AVGIFTER SOM TAS UT AV EMITTENTEN ELLER ERBJUDAREN FRÅN INVESTERAREN | | | | | | | | |
| | Inte tillämpligt. Det finns inga uppskattade avgifter som kommer tas ut från investeraren av Emittenten eller erbjudaren. | | | | | | | | |