

SECOND SUPPLEMENT DATED 22 DECEMBER 2021 TO THE BASE PROSPECTUS DATED 30 SEPTEMBER 2021

NOMURA

NOMURA BANK INTERNATIONAL PLC

USD4,100,000,000

NOTE, WARRANT AND CERTIFICATE PROGRAMME

This supplement (the **Supplement**) to the Base Prospectus (the **Base Prospectus**) dated 30 September 2021, as previously supplemented by a supplement dated 12 November 2021 (the **Prior Supplement**), which comprises a base prospectus for the purposes of the Prospectus Regulation, constitutes a supplement to the Base Prospectus for the purposes of (i) Article 23(1) of the Prospectus Regulation and (ii) Part IV of the Luxembourg Act dated 16 July 2019 relating to prospectuses for securities (the **Prospectus Act**) and is prepared in connection with the Note, Warrant and Certificate Programme (the **Programme**) of Nomura Bank International plc (the **Issuer**). The Base Prospectus may also constitute "listing particulars" for the purposes of listing on the Global Exchange Market and, for such purposes, does not constitute a "prospectus" for the purposes of the Prospectus Regulation. For the purpose of such "listing particulars" this Supplement constitutes "supplementary listing particulars". Terms defined in the Base Prospectus, have the same meaning when used in this Supplement. When used in this Supplement, **Prospectus Regulation** means Regulation (EU) 2017/1129.

This Supplement is supplemental to and should be read in conjunction with the Base Prospectus and the Prior Supplement.

This Supplement has been approved by the Central Bank of Ireland (the **Central Bank**), as Irish competent authority under the Prospectus Regulation. The Central Bank only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the Central Bank should not be considered as an endorsement of the Issuer or Guarantor or the quality of the Securities. Investors should make their own assessment as to the suitability of investing in the Securities. Such approval relates only to the Non-Exempt Securities which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) or other regulated markets for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU as amended) or which are to be offered to the public in a Member State of the European Economic Area. This Supplement has also been approved as supplementary listing particulars by Euronext Dublin. This Supplement has also been approved by the Luxembourg Stock Exchange under Part IV of the Prospectus Act.

Each of the Issuer, Nomura Holdings, Inc. (the **NHI Guarantor**) and Nomura Securities Co., Ltd. (the **NSC Guarantor** and, together with the NHI Guarantor, the **Guarantors**, and each a **Guarantor**) accepts responsibility for the information contained in this Supplement. To the best of the knowledge of each of the Issuer and the Guarantors, the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

1. PURPOSE OF THIS SUPPLEMENT

The Issuer has recently published its Interim Report for the period ended 30 September 2021 (the **Issuer's Interim Report**).

The NHI Guarantor has recently published a United States Securities and Exchange Commission Form 6-K filing dated 24 November 2021 of an English translation of the NHI Guarantor's unaudited Quarterly Securities Report for the six months ended 30 September 2021 (the **NHI Guarantor's Form 6-K**).

The Terms and Conditions of the N&C Securities as contained on pages 223 to 357 of the Base Prospectus shall be amended as set out at paragraph 5 below.

The Terms and Conditions of the French Law N&C Securities as contained on pages 358 to 475 of the Base Prospectus shall be amended as set out at paragraph 6 below.

The Form of Final Terms for Non-Exempt N&C Securities as contained on pages 167 to 222 of the Base Prospectus shall be amended as set out at paragraph 7 below.

The Form of Pricing Supplement for Exempt N&C Securities as contained on pages 966 to 1023 of the Base Prospectus shall be amended as set out at paragraph 8 below.

The Form of Pricing Supplement for Preference Share Linked N&C Securities as contained on pages 1072 to 1096 of the Base Prospectus shall be amended as set out at paragraph 9 below.

The purpose of this Supplement is (a) to incorporate by reference the Issuer's Interim Report, (b) to incorporate by reference the NHI Guarantor's Form 6-K, (c) to update the significant change statements in relation to the Issuer, (d) to amend the Terms and Conditions of the N&C Securities (e) to amend the Terms and Conditions of the French Law N&C Securities, (f) to amend the Form of Final Terms for Non-Exempt N&C Securities, (g) to amend the Form of Pricing Supplement for Exempt N&C Securities and (h) to amend the Form of Pricing Supplement for Preference Share Linked N&C Securities.

2. PUBLICATION OF THE ISSUER'S INTERIM REPORT

The Issuer has recently published the Issuer's Interim Report.

A copy of the Issuer's Interim Report is available at:

<https://www.nomuranow.com/portal/site/login/en-gb/resources/upload/NBI-Interim-Report-Sep2021.pdf>

By virtue of this Supplement, the Issuer's Interim Report is incorporated by reference in, and forms part of, the Base Prospectus.

3. PUBLICATION OF THE NHI GUARANTOR'S FORM 6-K

The NHI Guarantor has recently published the NHI Guarantor's Form 6-K.

A copy of the NHI Guarantor's Form 6-K is available at:

<https://www.nomuraholdings.com/investor/library/sec/6k/211124/211124.pdf>

By virtue of this Supplement, the NHI Guarantor's Form 6-K is incorporated by reference in, and forms part of, the Base Prospectus.

4. UPDATE OF THE SIGNIFICANT CHANGE STATEMENTS

There has been no significant change in the financial position of the Issuer since 30 September 2021. There has been no significant change in the financial performance or position of the NHI Guarantor or the Nomura Group since 30 September 2021. There has been no significant change in the financial performance or position of the NSC Guarantor since 30 September 2021.

5. AMENDMENT OF THE TERMS AND CONDITIONS OF THE N&C SECURITIES

Condition 6.3.2.1 of the Terms and Conditions of the N&C Securities on pages 245 to 247 of the Base Prospectus shall be deleted in its entirety and replaced with the following:

"6.3.2.1 ISDA Determination for Floating Rate N&C Securities

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Coupon Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any) and multiplied by the Rate Multiplier (if any) specified in the applicable Final Terms. For the purposes of this sub paragraph 6.3.2.1, **ISDA Rate** for a Coupon Period means a rate equal to the Floating Rate that would be determined by the Principal Agent or the Calculation Agent, as applicable, under an interest rate swap transaction if the Principal Agent or the Calculation Agent, as applicable, were acting as Calculation Agent (as defined in the ISDA Definitions (as defined below)) for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity, if applicable, is a period specified in the applicable Final Terms;
- (3) the relevant Reset Date is the day specified in the applicable Final Terms; and
- (4) the relevant Payment Date is the relevant Coupon Payment Date,

provided that if the 2021 Definitions apply:

- (i) where 'Generic Fallback Provisions' is specified in the Floating Rate Matrix as the relevant Permanent Cessation Fallback in respect of the relevant Floating Rate Option, following the occurrence of the relevant Permanent Cessation Trigger in respect of such Floating Rate Option, an Administrator/Benchmark Event (as defined in Condition 8.12) shall be deemed to have occurred on the same date as such Permanent Cessation Trigger and the provisions of Condition 8.12 (*Adjustment or Redemption following an Administrator/Benchmark Event*) below shall apply in place of such Generic Fallback Provisions;
- (ii) where Administrator/Benchmark Event is specified in the Floating Rate Matrix as applicable in respect of the relevant Floating Rate Option, the provisions of Condition 8.12 (*Adjustment or Redemption following an Administrator/Benchmark Event*) below shall apply in place of the provisions relating to Administrator/Benchmark Event and the Administrator/Benchmark Event Fallback in the 2021 Definitions; and

- (iii) where an ISDA Rate would otherwise be determined by reference to Linear Interpolation pursuant to the Discontinued Rates Maturities provisions, an Administrator/Benchmark Event (as defined in Condition 8.12) shall be deemed to have occurred and the provisions of Condition 8.12 (*Adjustment or Redemption following an Administrator/Benchmark Event*) below shall apply in place of such Discontinued Rates Maturities provisions.

For the purposes of this sub-paragraph 6.3.2.1, terms used for the purpose of determining the relevant ISDA Rate under the ISDA Definitions shall have the meanings given to those terms in the ISDA Definitions.

References in the ISDA Definitions to:

- (i) numbers, financial centres or other items specified in the relevant confirmation shall be deemed to be references to the numbers, financial centres or other items specified for such purpose in the applicable Final Terms; and
- (ii) in the case of the 2021 Definitions:
 - the Trade Date shall be deemed to be to the Trade Date of the N&C Securities;
 - the Effective Date shall be deemed to be to the Issue Date of the first Tranche of the N&C Securities;
 - the Termination Date shall be deemed to be to the Maturity Date of the N&C Securities, without regard to any Business Day Convention applicable thereto;
 - the Day Count Fraction and Floating Rate Day Count Fraction shall be deemed to be to the Day Count Fraction under the Floating Rate N&C Securities; and
 - a Period End Date shall be deemed to be to a Coupon Accrual Date, if Coupon Accrual Dates apply under the Floating Rate N&C Securities.

For this purpose, the relevant Coupon Determination Date will be deemed to be the day on which the relevant Rate of Interest is determined on the above basis.

Notwithstanding anything to the contrary in the ISDA Definitions:

- (i) all calculations and determinations made in respect of the N&C Securities by the Calculation Agent under the Terms and Conditions shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor and the Securityholders;
- (ii) for the avoidance of doubt, but notwithstanding anything to the contrary in the Terms and Conditions, any requirement under the ISDA Definitions for the Calculation Agent (as defined therein): (a) to give notice of a determination made by it to any other party will be deemed to be a requirement for the Calculation Agent (as defined in these Terms and

Conditions) to provide an equivalent notice to the Issuer; and (b) to consult with the other party or the parties will be deemed to be a requirement to consult with the Issuer. Any such notice or consultation may be given or carried out orally or in writing (including by electronic mail or communications). In addition the right of any party under the ISDA Definitions to require the Calculation Agent thereunder to take any action or fulfil any responsibility will be deemed to be solely the right of the Issuer to require this of the Calculation Agent in its discretion and no Securityholder will have any right to require the Issuer to do this; and

- (iii) in the event that the Calculation Agent determines that any Fixing Day or other day (each a **Fixing Date**) on which an ISDA Rate is determined under the ISDA Definitions is less than two Business Days prior to the relevant date originally scheduled for payment, the Calculation Agent may determine that such date for payment be delayed to a date falling not more than two Business Days after the relevant Fixing Date and Securityholders shall not be entitled to further interest or any other payment in respect of such delay.

If the Rate of Interest for the relevant Coupon Period cannot be determined in accordance with the above provisions, the Calculation Agent shall determine the relevant Rate of Interest by reference to such sources as it deems appropriate.

If any adjustment, fallback, modification, correction or replacement of a Rate of Interest, or adjustment or modification to a relevant date, applies pursuant to the ISDA Definitions or the reference interest rate swap transaction thereunder then, in relation thereto, the Calculation Agent may but shall not be required to take into account any such any adjustment, fallback, modification, correction or replacement (including by reference to the hedging arrangements for the relevant series of N&C Securities) and make any related or consequential changes the Terms and Conditions (including without limitation any technical, administrative or operational changes, changes to the definition of "Coupon Period", timing and frequency of determining rates and making payments of interest, maturity, changes to the definition of Designated Maturity) that the Calculation Agent determines to be appropriate in a manner substantially consistent with market practice (or, if the Calculation Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no appropriate market practice exists, in such other manner as the Calculation Agent determines is reasonably necessary).

The Minimum Rate of Interest shall be deemed to be zero or in the case of Exempt Securities only, such alternative Minimum Rate of Interest specified in the applicable Final Terms.

For the purposes of this sub paragraph 6.3.2.1, **ISDA Definitions** means (i) if "2006 ISDA Definitions" is specified in the applicable Final Terms, the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, (**ISDA**), as amended or supplemented from time to time (the **2006 Definitions**), or (ii) if "2021 ISDA Definitions" is specified in the applicable Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions published by ISDA as at the Issue Date of the first Tranche of the Floating Rate N&C Securities (the **2021 Definitions**), provided in each case that if the Calculation Agent determines this is appropriate by reference to the hedging arrangements for the relevant series of N&C

Securities, ISDA Definitions will mean any successor definitional booklet to the 2006 Definitions or 2021 Definitions as applicable, each as supplemented from time to time for interest rate derivatives, all as determined as of the date of the relevant determination under this Condition. Investors should consult the Issuer if they require a copy of these definitions and relevant supplements which in the case of the 2006 Definitions where applicable will include Supplement 70 to the 2006 ISDA Definitions referred to as the ISDA IBOR fallbacks supplement."

6. AMENDMENT OF THE TERMS AND CONDITIONS OF THE FRENCH LAW N&C SECURITIES

Condition 6.3.2.1 of the Terms and Conditions of the French Law N&C Securities on pages 372 to 374 of the Base Prospectus shall be deleted in its entirety and replaced with the following:

"6.3.2.1 ISDA Determination for Floating Rate N&C Securities

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Coupon Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any) and multiplied by the Rate Multiplier (if any) specified in the applicable Final Terms. For the purposes of this sub paragraph 6.3.2.1, **ISDA Rate** for a Coupon Period means a rate equal to the Floating Rate that would be determined by the Principal Agent or the Calculation Agent, as applicable, under an interest rate swap transaction if the Principal Agent or the Calculation Agent, as applicable, were acting as Calculation Agent (as defined in the ISDA Definitions (as defined below)) for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity, if applicable, is a period specified in the applicable Final Terms;
- (3) the relevant Reset Date is the day specified in the applicable Final Terms; and
- (4) the relevant Payment Date is the relevant Coupon Payment Date,

provided that if the 2021 Definitions apply:

- (i) where 'Generic Fallback Provisions' is specified in the Floating Rate Matrix as the relevant Permanent Cessation Fallback in respect of the relevant Floating Rate Option, following the occurrence of the relevant Permanent Cessation Trigger in respect of such Floating Rate Option, an Administrator/Benchmark Event (as defined in Condition 8.12) shall be deemed to have occurred on the same date as such Permanent Cessation Trigger and the provisions of Condition 8.12 (*Adjustment or Redemption following an Administrator/Benchmark Event*) below shall apply in place of such Generic Fallback Provisions;

- (ii) where Administrator/Benchmark Event is specified in the Floating Rate Matrix as applicable in respect of the relevant Floating Rate Option, the provisions of Condition 8.12 (*Adjustment or Redemption following an Administrator/Benchmark Event*) below shall apply in place of the provisions relating to Administrator/Benchmark Event and the Administrator/Benchmark Event Fallback in the 2021 Definitions; and
- (iii) where an ISDA Rate would otherwise be determined by reference to Linear Interpolation pursuant to the Discontinued Rates Maturities provisions, an Administrator/Benchmark Event (as defined in Condition 8.12) shall be deemed to have occurred and the provisions of Condition 8.12 (*Adjustment or Redemption following an Administrator/Benchmark Event*) below shall apply in place of such Discontinued Rates Maturities provisions.

For the purposes of this sub-paragraph 6.3.2.1, terms used for the purpose of determining the relevant ISDA Rate under the ISDA Definitions shall have the meanings given to those terms in the ISDA Definitions.

References in the ISDA Definitions to:

- (i) numbers, financial centres or other items specified in the relevant confirmation shall be deemed to be references to the numbers, financial centres or other items specified for such purpose in the applicable Final Terms; and
- (ii) in the case of the 2021 Definitions:
 - the Trade Date shall be deemed to be to the Trade Date of the N&C Securities;
 - the Effective Date shall be deemed to be to the Issue Date of the first Tranche of the N&C Securities;
 - the Termination Date shall be deemed to be to the Maturity Date of the N&C Securities, without regard to any Business Day Convention applicable thereto;
 - the Day Count Fraction and Floating Rate Day Count Fraction shall be deemed to be to the Day Count Fraction under the Floating Rate N&C Securities; and
 - a Period End Date shall be deemed to be to a Coupon Accrual Date, if Coupon Accrual Dates apply under the Floating Rate N&C Securities.

For this purpose, the relevant Coupon Determination Date will be deemed to be the day on which the relevant Rate of Interest is determined on the above basis.

Notwithstanding anything to the contrary in the ISDA Definitions:

- (i) all calculations and determinations made in respect of the N&C Securities by the Calculation Agent under the Terms and Conditions shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor and the Securityholders;
- (ii) for the avoidance of doubt, but notwithstanding anything to the contrary in the Terms and Conditions, any requirement under the ISDA Definitions for the Calculation Agent (as defined therein): (a) to give notice of a determination made by it to any other party will be deemed to be a requirement for the Calculation Agent (as defined in these Terms and Conditions) to provide an equivalent notice to the Issuer; and (b) to consult with the other party or the parties will be deemed to be a requirement to consult with the Issuer. Any such notice or consultation may be given or carried out orally or in writing (including by electronic mail or communications). In addition the right of any party under the ISDA Definitions to require the Calculation Agent thereunder to take any action or fulfil any responsibility will be deemed to be solely the right of the Issuer to require this of the Calculation Agent in its discretion and no Securityholder will have any right to require the Issuer to do this; and
- (iii) in the event that the Calculation Agent determines that any Fixing Day or other day (each a **Fixing Date**) on which an ISDA Rate is determined under the ISDA Definitions is less than two Business Days prior to the relevant date originally scheduled for payment, the Calculation Agent may determine that such date for payment be delayed to a date falling not more than two Business Days after the relevant Fixing Date and Securityholders shall not be entitled to further interest or any other payment in respect of such delay.

If the Rate of Interest for the relevant Coupon Period cannot be determined in accordance with the above provisions, the Calculation Agent shall determine the relevant Rate of Interest by reference to such sources as it deems appropriate.

If any adjustment, fallback, modification, correction or replacement of a Rate of Interest, or adjustment or modification to a relevant date, applies pursuant to the ISDA Definitions or the reference interest rate swap transaction thereunder then, in relation thereto, the Calculation Agent may but shall not be required to take into account any such any adjustment, fallback, modification, correction or replacement (including by reference to the hedging arrangements for the relevant series of N&C Securities) and make any related or consequential changes the Terms and Conditions (including without limitation any technical, administrative or operational changes, changes to the definition of "Coupon Period", timing and frequency of determining rates and making payments of interest, maturity, changes to the definition of Designated Maturity) that the Calculation Agent determines to be appropriate in a manner substantially consistent with market practice (or, if the Calculation Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no appropriate market practice exists, in such other manner as the Calculation Agent determines is reasonably necessary).

The Minimum Rate of Interest shall be deemed to be zero or in the case of Exempt Securities only, such alternative Minimum Rate of Interest specified in the applicable Final Terms.

For the purposes of this sub paragraph 6.3.2.1, **ISDA Definitions** means (i) if "2006 ISDA Definitions" is specified in the applicable Final Terms, the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, (**ISDA**), as amended or supplemented from time to time (the **2006 Definitions**), or (ii) if "2021 ISDA Definitions" is specified in the applicable Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions published by ISDA as at the Issue Date of the first Tranche of the Floating Rate N&C Securities (the **2021 Definitions**), provided in each case that if the Calculation Agent determines this is appropriate by reference to the hedging arrangements for the relevant series of N&C Securities, ISDA Definitions will mean any successor definitional booklet to the 2006 Definitions or 2021 Definitions as applicable, each as supplemented from time to time for interest rate derivatives, all as determined as of the date of the relevant determination under this Condition. Investors should consult the Issuer if they require a copy of these definitions and relevant supplements which in the case of the 2006 Definitions where applicable will include Supplement 70 to the 2006 ISDA Definitions referred to as the ISDA IBOR fallbacks supplement."

7. AMENDMENT OF THE FORM OF FINAL TERMS FOR NON-EXEMPT N&C SECURITIES

Item 20(vi) of Part A of the Form of Final Terms for Non-Exempt N&C Securities on pages 178 to 180 of the Base Prospectus shall be deleted in its entirety and replaced with the following:

- (vi) ISDA Determination: [Applicable/Not Applicable]
- ISDA Definitions: [2006 ISDA Definitions/2021 ISDA Definitions]
(The 2021 ISDA Definitions should not be selected before their effective date of 4 October 2021 and confirmation from Structuring should be obtained)
- Floating Rate Option: []
(Where the 2021 ISDA Definitions are Applicable, ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions))
- Designated Maturity: [] [Not Applicable]
(A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)
- Reset Date: []
(In the case of a LIBOR or EURIBOR based option, the first day of the Coupon Period)
- [Business Day (for the purposes of the ISDA Definitions): []]
- Compounding/Averaging/Index: [Applicable/Not Applicable]
(Specify as Applicable if the Calculated Rate Style is identified as "Compounded Floating Rate Option" in the Floating Rate Matrix)

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

Compounding Method:

[OIS Compounding]

[Compounding with Lookback

Lookback: [Applicable Business Days]/[As specified in the 2021 ISDA Definitions]

[Compounding with Observation Period Shift

Observation Period Shift: [Observation Period Shift Business Days]/[As specified in the 2021 ISDA Definitions]

[Observation Period Shift Additional Business Days: /[Not Applicable]]

Set-in-Advance: [Applicable/Not Applicable]

[Compounding with Lockout

Lockout: [Lockout Period Business Days]/[As specified in the 2021 ISDA Definitions]

[Lockout Period Business Days: /[Applicable Business Days]]

Averaging Method:

[Applicable/Not Applicable]

[Overnight Averaging/Averaging with Lookback/
Averaging with Observation Period Shift/Averaging with
Lockout]

[Lookback:] [Applicable Business Days]

[Observation Period Shift:] [Observation Period Shift
Business Days]

[Observation Period Shift Additional Business Days:] [Set-
in-Advance:] [Applicable] [Not Applicable]

[Lockout: [Lockout Period Business Days]

[Lockout Period Business Days:] [[Applicable
Business Days]]

Daily Capped Rate and/or
Daily Floored Rate:

[Applicable/Not Applicable]

*(If not applicable, delete the Daily Capped Rate and Daily
Floored Rate prompts immediately below)*

[Daily Capped Rate:] [%]

[Daily Floored Rate:] [%]

Index provisions:

[Applicable/Not Applicable]

*(If not applicable, delete the Index Method prompt
immediately below)*

Index Method:

[Standard Index Method/Compounded Index Method/
Compounded Index Method with Observation Period Shift]
[As specified in the 2021 ISDA Definitions]

[Set-in-Advance:] [Applicable] [Not Applicable]

[Observation Period Shift:] [Observation Period Shift
Business Days]

[Observation Period Shift Additional Business Days:][
]/Not Applicable]

8. AMENDMENT OF THE FORM OF PRICING SUPPLEMENT FOR EXEMPT N&C SECURITIES

Item 20(vi) of Part A of the Form of Pricing Supplement for Exempt N&C Securities on pages 977 to 979 of the Base Prospectus shall be deleted in its entirety and replaced with the following:

- (vi) ISDA Determination:
ISDA Definitions: [2006 ISDA Definitions/2021 ISDA Definitions]
(The 2021 ISDA Definitions should not be selected before their effective date of 4 October 2021 and confirmation from Structuring should be obtained)
- Floating Rate Option: []
(Where the 2021 ISDA Definitions are Applicable, ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions))
- Designated Maturity: [] [Not Applicable]
(A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)
- Reset Date: []
(In the case of a LIBOR or EURIBOR based option, the first day of the Coupon Period)
- [Business Day (for the purposes of the ISDA Definitions): []]
- Compounding/Averaging/Index: [Applicable/Not Applicable]
(Specify as Applicable if the Calculated Rate Style is identified as "Compounded Floating Rate Option" in the Floating Rate Matrix)
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- Compounding Method: [OIS Compounding]
[Compounding with Lookback
Lookback: [[●] Applicable Business Days]/[As specified in the 2021 ISDA Definitions]]
[Compounding with Observation Period Shift
Observation Period Shift: [[●] Observation Period Shift Business Days]/[As specified in the 2021 ISDA Definitions]
[Observation Period Shift Additional Business Days: [●]/[Not Applicable]]]
Set-in-Advance: [Applicable/Not Applicable]]

[Compounding with Lockout
Lockout: [] Lockout Period Business Days/[As specified in the 2021 ISDA Definitions]
[Lockout Period Business Days: []/[Applicable Business Days]]]

Averaging Method: [Applicable/Not Applicable]
[Overnight Averaging/Averaging with Lookback/ Averaging with Observation Period Shift/Averaging with Lockout]
[Lookback:] [] Applicable Business Days
[Observation Period Shift:] [] Observation Period Shift Business Days
[Observation Period Shift Additional Business Days:] [Set-in-Advance:] [Applicable] [Not Applicable]
[Lockout: [] Lockout Period Business Days]
[Lockout Period Business Days:] [] [Applicable Business Days]]

Daily Capped Rate and/or Daily Floored Rate: [Applicable/Not Applicable]
(If not applicable, delete the Daily Capped Rate and Daily Floored Rate prompts immediately below)
[Daily Capped Rate:] [] %
[Daily Floored Rate:] [] %

Index provisions: [Applicable/Not Applicable]
(If not applicable, delete the Index Method prompt immediately below)

Index Method: [Standard Index Method/Compounded Index Method/Compounded Index Method with Observation Period Shift]
[As specified in the 2021 ISDA Definitions]
[Set-in-Advance:] [Applicable] [Not Applicable]
[Observation Period Shift:] [] Observation Period Shift Business Days
[Observation Period Shift Additional Business Days:] [[] /Not Applicable]

9. AMENDMENT OF THE FORM OF PRICING SUPPLEMENT FOR PREFERENCE SHARE LINKED N&C SECURITIES

Item 20(vi) of Part A of the Form of Pricing Supplement for Preference Share Linked N&C Securities on pages 1081 to 1083 of the Base Prospectus shall be deleted in its entirety and replaced with the following:

- (vi) ISDA Determination:
ISDA Definitions: [2006 ISDA Definitions/2021 ISDA Definitions]

(The 2021 ISDA Definitions should not be selected before their effective date of 4 October 2021 and confirmation from Structuring should be obtained)

Floating Rate Option: []

(Where the 2021 ISDA Definitions are Applicable, ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions))

Designated Maturity: [] [Not Applicable]

(A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)

Reset Date: []

(In the case of a LIBOR or EURIBOR based option, the first day of the Coupon Period)

[Business Day (for the purposes of the ISDA Definitions): []

Compounding/Averaging/Index: [Applicable/Not Applicable]

(Specify as Applicable if the Calculated Rate Style is identified as "Compounded Floating Rate Option" in the Floating Rate Matrix)

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

Compounding Method: [OIS Compounding]

[Compounding with Lookback

Lookback: [[] Applicable Business Days]/[As specified in the 2021 ISDA Definitions]]

[Compounding with Observation Period Shift

Observation Period Shift: [[] Observation Period Shift Business Days]/[As specified in the 2021 ISDA Definitions]

[Observation Period Shift Additional Business Days: []/[Not Applicable]]]

Set-in-Advance: [Applicable/Not Applicable]

[Compounding with Lockout

Lockout: [[] Lockout Period Business Days]/[As specified in the 2021 ISDA Definitions]

[Lockout Period Business Days: []/[Applicable Business Days]]]

Averaging Method: [Applicable/Not Applicable]

[Overnight Averaging/Averaging with Lookback/ Averaging with Observation Period Shift/Averaging with Lockout]

[Lookback:] [[] Applicable Business Days]

[Observation Period Shift:] [[] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days:] [Set-in-Advance:] [Applicable] [Not Applicable]

[Lockout: [] Lockout Period Business Days]

[Lockout Period Business Days:] [[] [Applicable Business Days]]

Daily Capped Rate and/or Daily Floored Rate: [Applicable/Not Applicable]

(If not applicable, delete the Daily Capped Rate and Daily Floored Rate prompts immediately below)

[Daily Capped Rate:] [[] %]

[Daily Floored Rate:] [[] %]

Index provisions: [Applicable/Not Applicable]

(If not applicable, delete the Index Method prompt immediately below)

Index Method: [Standard Index Method/Compounded Index Method/Compounded Index Method with Observation Period Shift [As specified in the 2021 ISDA Definitions]

[Set-in-Advance:] [Applicable] [Not Applicable]

[Observation Period Shift:] [[] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days:] [[]/Not Applicable]

10. GENERAL

All references to pages in this Supplement are to the original unsupplemented Base Prospectus, notwithstanding any amendments described herein.

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

Save as disclosed in this Supplement and the Prior Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus since the publication of the Base Prospectus.

If documents which are incorporated by reference themselves incorporate any information or other documents therein, either expressly or implicitly, such information or other documents will not form part of this Supplement for the purposes of the Prospectus Regulation except where such information or other documents are specifically incorporated by reference or attached to this Supplement.