

31 October 2024

SUPPLEMENT 2/2024 TO THE GSSP EU BASE PROSPECTUS



BARCLAYS BANK PLC
(Incorporated with limited liability in England and Wales)

Pursuant to the Global Structured Securities Programme

Introduction

This supplement dated 31 October 2024 (the "**Supplement**") is supplemental to, and must be read in conjunction with, the Securities Note relating to the GSSP EU Base Prospectus dated 12 April 2024 (as supplemented on 14 June 2024 and as may be further supplemented from time to time, the "**EU Base Prospectus Securities Note**") as prepared by Barclays Bank PLC in its capacity as issuer (the "**Issuer**") which, together with the Issuer's Registration Document 11/2024 dated 3 April 2024 (as supplemented on 19 August 2024 and as may be further supplemented from time to time, the "**Registration Document 11/2024**"), constitutes a base prospectus drawn up as separate documents (the "**Base Prospectus**") for the purposes of Article 8 of Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**") in respect of its Global Structured Securities Programme (the "**Programme**").

This Supplement constitutes a supplement in respect of the Base Prospectus for the purposes of Article 23 of the EU Prospectus Regulation. This Supplement has been approved as a supplementary prospectus by the Central Bank of Ireland as competent authority under the EU Prospectus Regulation. The Central Bank of Ireland only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the securities (the "**Securities**") that are the subject of this Supplement. Investors should make their own assessment as to the suitability of investing in the Securities.

The Issuer accepts responsibility for the information contained in this Supplement and declares that, to the best of its knowledge, the information contained in this Supplement is in accordance with the facts and contains no omission likely to affect its import. Save as disclosed in this Supplement, no significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus (as supplemented by this Supplement), is capable of affecting the assessment of securities issued pursuant to the Base Prospectus has arisen or been noted, as the case may be, since the publication of the Base Prospectus (as supplemented by this Supplement at the date hereof) by the Issuer.

Purpose

The purpose of this Supplement is to make certain technical supplementary changes to the following sections of the EU Base Prospectus:

- (A). "Risk Factors";
- (B). "Commonly Asked Questions";
- (C). "Terms and Conditions of the Securities";
- (D). "Form of Final Terms (Notes and Redeemable Certificates)";
- (E). "Form of Final Terms (Exercisable Certificates)"; and
- (F). "General Information".

Updates and supplements

(A) RISK FACTORS

The section entitled "Risk Factors" shall be updated and supplemented by:

- (i) Risk Factor 2.13 (*No interest will be payable during the term of your Securities until the scheduled settlement date if the 'Rolled up Interest' feature applies to the Securities*) shall be updated and amended to read as follows:

"2.13 No interest will be payable during the term of your Securities until the settlement date if the 'Rolled up Interest' feature applies to the Securities

Where the terms and conditions of your Securities provide that 'Rolled up Interest' is 'Applicable', all interest amounts accrued and calculated in respect of all interest calculation periods or payment dates during the term of the Securities ending or falling on or prior to the settlement date in respect of the Securities shall be aggregated and shall not be paid until such settlement date. No additional interest shall accrue in respect of interest amounts accrued and calculated in respect of prior interest calculation periods or payment dates. Accordingly, you shall not receive any interest or any other return on such Securities until such settlement."

- (ii) Risk Factor 2.14 (*If the 'Rolled up Interest' feature applies and if 'Zero Floor per Period' does not apply to your Securities, it may be possible that a negative interest amount could accrue in respect of one or more interest calculation periods which could reduce the amount of interest otherwise payable at maturity (if any)*) shall be updated and amended to read as follows:

"2.14 If the 'Rolled up Interest' feature applies and if 'Zero Floor per Period' does not apply to your Securities, it may be possible that a negative interest amount could accrue in respect of one or more interest calculation periods which could reduce the amount of interest otherwise payable on settlement (if any)

Where the terms and conditions of your Securities provide that 'Zero Floor per Period' is 'Not Applicable', the interest rate in respect of an individual interest calculation period may be less than zero. Where the terms of conditions of your Securities also provide that 'Rolled up Interest' is 'Applicable', an aggregated interest amount will be paid at the settlement date of the Securities instead of a number of smaller interest amounts payable at the end of each prior interest calculation period. If the interest amount in respect of any interest calculation period is negative, such negative interest amount will offset in whole or in part any positive interest amounts in respect of other interest calculation periods. As

such, the aggregate interest amount you will receive could be lower than the amount you would otherwise receive if the interest rate in respect of each individual interest calculation period were subject to a minimum of zero.”;

- (iii) the first sub-paragraph of paragraph (a) (Additional Disruption Events) of Risk Factor 3.3 (*Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability*) shall be updated and amended to read as follows:

“Additional Disruption Events include (but are not limited to):

- unless specified to be not applicable to the Securities, a tax event causing the Issuer to pay additional amounts under the terms and conditions of the Securities;
- unless specified to be not applicable to the Securities, an extraordinary market disruption event preventing the Issuer's performance of its obligations under the Securities;
- an extraordinary and/or disruptive event relating to the existence, continuity, trading, valuation, pricing or publication of an Underlying Asset;
- unless specified to be not applicable to the Securities, an event impacting one or more currencies that the Issuer determines would materially disrupt or impair its ability to meet its obligations or otherwise settle, clear or hedge the Securities;
- unless specified to be not applicable to the Securities, the Issuer's ability to source or unwind related transactions put in place to provide the returns on the Securities (Hedge Positions) is adversely affected in any material respect;
- unless specified to be not applicable to the Securities, a change in law that means it has become, or is likely to become, illegal for the Issuer to hold Hedge Positions or it will incur a materially increased cost in dealing with Hedge Positions;
- if the Securities are CREST Securities, loss of CREST eligibility of such Securities; and
- other circumstances specific to the Underlying Asset(s) which may be designated as an Additional Disruption Event in accordance with the terms and conditions of the Securities.”;

- (iv) Risk Factor 3.9 (*There are risks associated with the ability to enforce under the Securities*) shall be updated and amended to read as follows:

“3.9 There are risks associated with the ability to enforce under the Securities

Following an event of default by the Issuer (such as a failure to pay interest or return capital, or, if the Issuer is subject to a winding-up order), including expiry of an applicable grace period, you may (i) determine to keep your Securities outstanding (in which case, the market value of those Securities may decline significantly) or (ii) by giving notice to the Issuer and (in respect of any Security that is not a CREST Security) the Issue and Paying Agent (and through the Representative of the Holders for certain French Notes) require immediate redemption of your Securities at the early cash settlement amount. This amount may be less than your original investment and, therefore, you could lose some or all of your money. See also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk*).”; and

- (v) the second and third paragraphs of Risk Factor 3.15 (*Investors are dependent on Euroclear, Clearstream, Luxembourg or other Relevant Clearing System(s) to receive payments, make transfers and receive Issuer communications on the Securities*) shall be updated and amended to read as follows:

"The Issuer's obligations to make any payment or delivery under the Securities will be discharged by payment or delivery (subject to applicable fiscal and other laws and regulations of the Relevant Clearing System(s)) of the requisite amount or Entitlement:

- (a) where the Securities are represented by one or more Global Securities (and which are not described in paragraph (b) below) to, or on behalf of, the common depositary or the custodian (as applicable) of Euroclear and Clearstream, Luxembourg or other Relevant Clearing System(s) (as applicable);
- (b) in the case of French Securities, Swiss Securities, Belgian Securities, Norwegian Securities or Swedish Securities, to the order or designation (as applicable) of, the account holders recognised under the Relevant Rules of such Relevant Clearing System;
- (c) in the case of Finnish Securities, to the account designated by the Finnish Issue and Paying Agent for payment or delivery to the account holders in accordance with the Finnish Act on Book-entry Accounts (*laki arvo-osuustileistä* (827/1991)) and the Euroclear Finland Rules; and
- (d) in the case of CREST Securities, to the relevant holder's cash memorandum account in accordance with the CREST Requirements.

Holders of Securities must rely on the procedures of the Relevant Clearing System and/or settlement bank or institution (as applicable) to receive payments or deliveries under the Securities where the Issuer has discharged its obligation as described above. The Issuer shall have no liability to any investor who fails to receive any payment or delivery (or experiences a delay therein) under the Securities where the Issuer has duly discharged its payment or delivery obligation (as applicable) under the Conditions and as described above."

(B) COMMONLY ASKED QUESTIONS

The section entitled "Commonly Asked Questions" of the EU Base Prospectus shall be updated and supplemented as follows:

- (i) the last sentence of the first paragraph of Commonly Asked Question 10 (*Who are the "Holders" of the Securities?*) shall be updated and amended to read as follows:

"Investors who hold only the beneficial interests in the Securities (for instance, through CDIs (see below Commonly Asked Question No.11 (*How is ownership of the Securities recorded?*))) must exercise their rights through the intermediary holding an account at the relevant clearing system."

- (ii) the first paragraph of Commonly Asked Question 11 (*How is ownership of the Securities recorded?*) shall be updated and amended to read as follows:

"In respect of the Securities (other than Securities governed by French law)

A purchaser will not receive a certificate representing his or her interest. Subject as provided below, each series of Securities will be issued in the form of a global security with one global security representing all of the Holders' interests in respect of an entire series of Securities. Each global security will be deposited at, and transfers of interest therein will be facilitated between, the relevant clearing systems (being any of Euroclear, Clearstream, Luxembourg, SIX SIS or other domestic systems (as applicable)). Securities held through Monte Titoli, VPS, Euroclear Sweden, CREST or Euroclear Finland

will be dematerialised, meaning that the Securities are held in electronic form in their respective book-entry systems, and there will be no global security in respect of such Securities. Transfers of such Securities will be through book entries at such clearing system. Custodians and/or distributors will hold an interest in the Securities through a clearing system on behalf of the purchasers, with whom they will have an arrangement in respect of such Securities

Depending on the terms of the Securities, investors may hold indirect interests in the Securities in CREST through the issuance of dematerialised CREST Depository Interests ("**CDIs**") issued, held, settled and transferred through CREST (being, the system for the paperless settlement of trades and the holding of uncertificated securities operated by Euroclear UK & International Limited or any successor thereto). Holders of CDIs will not be the legal owners of the Securities to which such CDIs relate. CDIs are separate legal instruments from the Securities and represent indirect interests in the interests of the nominee for the CREST Depository in the relevant Securities. Rights in respect of the Securities cannot be enforced by holders of CDIs except indirectly through the CREST Depository and CREST nominee who in turn can enforce rights indirectly through the relevant intermediary depositories and custodians.";

- (iii) Commonly Asked Question 14 (*How can you enforce your rights against the Issuer if the Issuer has failed to make a payment of principal on the Securities?*) shall be updated and amended to read as follows:

"14. How can you enforce your rights against the Issuer if the Issuer has failed to make a payment of principal on the Securities?"

The Issuer has executed a deed of covenant in respect of the Securities (other than CREST Securities) which are governed by English law, pursuant to which it covenants in favour of the Holders of Securities to comply with its obligations set out in the General Conditions and the applicable Relevant Annex(es). The Holders are granted direct rights against the Issuer, including without limitation, the right to receive all payments. This means that even if the legal "Holder" of the Securities is a depository on behalf of a clearing system, the accountholders in the clearing system will still be able to make a direct claim against the Issuer without having to rely on the depository doing so on their behalf.

In respect of French Securities and Swiss Securities, you may enforce your rights under the Securities directly against the Issuer (including through the Representative if any). You may not rely on your custodian or any other person to make any claims on your behalf.

In respect of CREST Securities, the Issuer covenants in the Master Agency Agreement in favour of the holders of CREST Securities to comply with its obligations set out in the General Conditions."; and

- (iv) the first paragraph of Commonly Asked Question 23 (*Can the Issuer amend the terms and conditions of the Securities once they have been issued?*) shall be updated and amended to read as follows:

"The terms and conditions of Securities may be amended by the Issuer without the consent of the Holders if, the amendment: (i) in respect of the Securities (other than Securities governed by French law) (a) is of a formal, minor or technical nature, (b) is made to correct a manifest or proven error or omission, (c) is made to comply with mandatory provisions of the law of the relevant jurisdiction, and/or in order to comply with the amendments to any applicable laws and regulations or, in the case of CREST Securities, any change in the regulations, rules, procedures and practices of CREST, (d) is made to cure, correct or supplement any defective provision contained herein and/or (e) will not materially and adversely affect the interests of the Holders; and (ii) in respect of Securities governed by French Law which have a denomination of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date) or may only be traded

in amounts of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date), is to correct a manifest error. Any such modification shall be binding on the Holders and any such modification shall take effect by notice to the Holders.”.

(C) TERMS AND CONDITIONS OF THE SECURITIES

The Terms and Conditions of the Securities in the EU Base Prospectus Securities Note shall be updated and supplemented as follows:

- (i) the first paragraph of General Condition 2 (*Terms and Conditions of the Securities*) is updated and amended to read as follows:

“The terms and conditions of the Securities comprise (i) these General Conditions, (ii) the applicable Relevant Annex(es) (if any) and, (iii) the applicable Schedule(s) (if any) and (iv) as completed (and, in the case of Excluded Securities, as may be amended) by the issue specific details relating to the Securities as set out in the Issue Terms (together, the “**Terms and Conditions of the Securities**” or the “**Conditions**”).”;

- (ii) General Condition 13(c) (*Rolled up Interest*) is updated and amended to read as follows:

“(c) **Rolled up Interest**

Notwithstanding anything else in the Conditions, if the Issue Terms specifies 'Rolled up Interest' to be 'Applicable', all Interest Amounts accrued and calculated in respect of all Interest Calculation Periods or (as applicable) Interest Payment Dates ending or (as applicable) falling on or prior to the Rolled up Interest Settlement Date during the term of the Securities shall be aggregated and shall not be paid until the Rolled up Interest Settlement Date and each reference to "Interest Payment Date" for these purposes shall instead mean "Rolled up Interest Settlement Date". For the avoidance of doubt, no additional interest shall accrue in respect of Interest Amounts accrued and calculated in respect of prior Interest Calculation Periods or Interest Payment Dates.

Where, “**Rolled up Interest Settlement Date**” means the Scheduled Settlement Date or (if applicable) any earlier date for redemption or cancellation in whole of the Securities (other than pursuant to General Condition 38 (*Purchases and Cancellation*)).”;

- (iii) the proviso to General Condition 13.2(b) shall be updated and amended to read as follows:

“Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable in respect of each Interest Calculation Period on the Interest Payment Date falling on or about the end of each such Interest Calculation Period.”;

- (iv) the proviso to General Condition 13.4(b) shall be updated and amended to read as follows:

“Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable on the Interest Payment Date falling on or about the end of each such Interest Calculation Period.”;

- (v) the proviso to General Conditions 13.5(b), 13.6(b) and 13.7(b) shall be updated and amended to read as follows:

“Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable on the Interest Payment Date corresponding to such Interest Calculation Period.”;

in the column entitled 'Autocall Accreter Percentage'.]

Autocall Accreter Start Date: [●]

Autocall Accreter Denominator: [365] [[specify other]]";

- (ii) updating and amending the table at the end of item 19 (*Automatic Settlement (Autocall) or Automatic Settlement (Autocall) (bearish) or Automatic Settlement (Autocall) (range): General Condition 14 (Automatic Settlement (Autocall))*) of Part A thereof to read as follows:

Autocall Valuation Date(s):	Autocall Barrier [Percentage]:]	Autocall Lower Barrier:]	Autocall Upper Barrier:]	Autocall Barrier Percentage _{re-set} :]	Autocall Reset Percentage:]	Autocall Settlement Percentage:]	Autocall Accreter Percentage:]	Autocall Settlement Date:	Averaging Dates (FX):]	Averaging-out Dates:] [Lookback-out Dates:]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

(Where an item above in respect of an Autocall Valuation Date varies depending on the time period in which the Autocall Valuation Date falls, complete Autocall Valuation Dates by reference to such time periods and if the periods are not the same in respect of all items, include each set of Autocall Valuation Date time periods required and specify "-" for any item for which that period is not relevant)";

- (iii) the addition of the following immediately below the words "[Uncertificated Securities in dematerialised and registered form, in accordance with article 973c of the Swiss Federal Code of Obligations]" in item 44 (*Form of Securities*) of Part A thereof:

"[CREST Securities held in uncertificated registered form]

CDIs: [Applicable] [Not Applicable]";

- (iv) the addition of the following immediately after the words "[Clearing System Business Day]" in item 49 (*Business Day*) of Part A thereof:

"[and] [or] [CREST Business Day]";

- (v) the addition of the following new item 59 (*Crest Agent*) of Part A thereof:

"59. [CREST Agent: [Computershare Investor Services PLC] [●]]"; and

- (vi) the addition of the following immediately after the words "[Euronext VPS [- identification number [●]]]" in item 9(f) (*Operational Information*) of Part B thereof:

"[CREST [- identification number [●]]]".

(E) FORM OF FINAL TERMS (EXERCISABLE CERTIFICATES)

The section entitled "*Form of Final Terms (Exercisable Certificates)*" of the EU Base Prospectus shall be updated and supplemented by:

- (i) the addition of the following as a new item (m) of item 21 (*Automatic Settlement (Autocall) or Automatic Settlement (Autocall) (bearish) or Automatic Settlement (Autocall) (range): General Condition 14 (Automatic Settlement (Autocall))*) of Part A thereof:

"(m) [Autocall Accreter: Applicable

Autocall Accreter Percentage: [●] [Each of the percentages set out in Table [●] below in the column entitled 'Autocall Accreter Percentage'.]

Autocall Accreter Start Date: [●]

Autocall Accreter Denominator: [365] *specify other*]]";

- (ii) updating and amending the table at the end of item 21 (*Automatic Settlement (Autocall) or Automatic Settlement (Autocall) (bearish) or Automatic Settlement (Autocall) (range): General Condition 14 (Automatic Settlement (Autocall))*) of Part A thereof to read as follows:

Autocall Valuation Date(s):	Autocall Barrier Percentage:]	Autocall Lower Barrier:]	Autocall Upper Barrier:]	Autocall Barrier Percentage _(Reset) :]	Autocall Reset Percentage:]	Autocall Settlement Percentage:]	Autocall Accreter Percentage:]	Autocall Settlement Date:	Averaging Dates (FX):]	Averaging-out Dates: [Lookback-out Dates:]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

(Where an item above in respect of an Autocall Valuation Date varies depending on the time period in which the Autocall Valuation Date falls, complete Autocall Valuation Dates by reference to such time periods and if the periods are not the same in respect of all items, include each set of Autocall Valuation Date time periods required and specify "- for any item for which that period is not relevant")";

- (iii) the addition of the following immediately below the words "[held in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (1998:1479), as amended.]" in item 44 (*Form of Securities*) of Part A thereof:

"[CREST Securities held in uncertificated registered form]

CDIs: [Applicable] [Not Applicable]";

- (iv) the addition of the following immediately after the words "[Clearing System Business Day]" in item 49 (*Business Day*) of Part A thereof:

"[CREST Business Day]";

- (v) the addition of the following new item 57 (*Crest Agent*) of Part A thereof:

"57. [CREST Agent: [Computershare Investor Services PLC] [●]]"; and

- (vi) the addition of the following immediately after the words "[Euronext VPS [identification number [●]]]" in item 8(f) (*Operational Information*) of Part B thereof:

"[CREST [identification number [●]]]".

(F) GENERAL INFORMATION

The section entitled "*General Information*" of the EU Base Prospectus Securities Note shall be updated and supplemented by:

- (i) the addition of the following paragraph immediately before the paragraph entitled "*Documents available*" therein:

“General information applicable to CREST Securities and CDIs

CREST Securities

CREST Securities may be issued and held in uncertificated registered form in accordance with the Uncertificated Regulations and, as such, are dematerialised and not constituted by any physical document of title. Securities which are CREST Securities shall be specified as such in the Issue Terms.

CREST Securities issued pursuant to the Programme will be cleared through CREST and are participating securities for the purposes of the Uncertificated Regulations. The Operator is in charge of maintaining the Operator register of corporate securities. Title to the CREST Securities is recorded and will pass on registration in the Operator register of corporate securities. As at the date of this document, the relevant Operator for the purposes of the Uncertificated Regulations is Euroclear UK & International Limited.

The address of Euroclear UK & International Limited is 33 Cannon Street, London EC4M 5SB, United Kingdom.

CDI Securities

General

Investors may hold indirect interests in Cleared Securities issued pursuant to the Programme by holding CREST Depository Interests ("**CDIs**") through CREST. CDIs represent indirect interests in the Securities to which they relate (the "**Underlying Securities**") and holders of CDIs will not be the legal owners of the Underlying Securities. Securities which are expected to constitute Underlying Securities for the purpose of CDIs shall be specified as such in the Issue Terms.

CDIs may be issued by the CREST Depository and held through CREST in dematerialised uncertificated form in accordance with the CREST Deed Poll. CDIs in respect of Underlying Securities will be constituted and issued to investors pursuant to the terms of the CREST Deed Poll.

Following their delivery into Euroclear (directly or through another clearing system using bridging arrangements with Euroclear), interests in Underlying Securities may be delivered, held and settled in CREST by means of the creation of dematerialised CDIs representing the interests in the relevant Underlying Securities. Interests in the Underlying Securities will be credited to the CREST nominee's account with Euroclear and the CREST nominee will hold such interests as nominee for the CREST Depository which will issue CDIs to the relevant CREST participants.

Each CDI will be treated as one Underlying Security, for the purposes of determining all rights and obligations and all amounts payable in respect thereof. The CREST Depository will pass on to holders of CDIs any interest or other amounts received by it as holder of the Underlying Securities on trust for such CDI holder. CDI holders will also be able to receive from the CREST Depository notices of meetings of holders of Underlying Securities and other relevant notices issued by the Issuer.

Transfers of interests in Underlying Securities by a CREST participant to a participant of Euroclear or another Relevant Clearing System will be effected by cancellation of the CDIs and transfer of an interest in such Securities underlying the CDIs to the account of the relevant participant with Euroclear or such other Relevant Clearing System. The CDIs will have the same securities identification number as the ISIN of the Underlying Securities and will not require a separate listing.

The rights of the holders of CDIs will be governed by the arrangements between CREST, the Relevant Clearing System and the Issuer, including the CREST Deed Poll (in the form contained in Chapter 7 of the CREST International Manual (which forms part of the CREST

Manual)) executed by the CREST Depository. These rights may be different from those of holders of Securities which are not represented by CDIs.

The attention of prospective investors in CDIs is drawn to the terms of the CREST Deed Poll, the CREST Manual and the CREST Rules, copies of which are available from Euroclear UK & International Limited at 33 Cannon Street, London EC4M 5SB or by calling +44 20 7849 0000 or from the Euroclear UK & International Limited website at <https://www.euroclear.com/en.html>.

Considerations in respect of holding CDI Securities

If you hold your Securities in the form of CDIs, you will not be the legal owner of the Underlying Securities. CDIs are separate legal instruments from the Underlying Securities and represent indirect interests in the interests of the CREST nominee in such Underlying Securities. CDIs will be issued by the CREST Depository to investors and will be governed by English law.

The Underlying Securities (as distinct from the CDIs representing indirect interests in such Underlying Securities) will be held in an account with a custodian. The custodian will hold the Underlying Securities through the Relevant Clearing System. Rights in the Underlying Securities will be held through custodial and depository links through the Relevant Clearing System. The legal title to the Underlying Securities or to interests in the Underlying Securities will depend on the rules of the Relevant Clearing System in or through which the Underlying Securities are held.

Rights in respect of the Underlying Securities cannot be enforced by holders of CDIs except indirectly through the CREST Depository and CREST nominee who in turn can enforce rights indirectly through the intermediary depositories and custodians described above. The enforcement of rights in respect of the Underlying Securities will therefore be subject to the local law of the relevant intermediary. These arrangements could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Underlying Securities in the event of any insolvency or liquidation of the relevant intermediary, in particular where the Underlying Securities held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.

If a matter arises that requires a vote of Holders, the Issuer may make arrangements to permit the holders of CDIs to instruct the CREST Depository to exercise the voting rights of the CREST nominee in respect of the Underlying Securities. However, there is no guarantee that it will be possible to put such voting arrangements in place for holders of CDIs.

Holders of CDIs will be bound by all provisions of the CREST Deed Poll and by all provisions of or prescribed pursuant to the CREST Manual and the CREST Rules (contained in the CREST Manual) applicable to the CREST International Settlement Links Service. Holders of CDIs must comply in full with all obligations imposed on them by such provisions, including in relation to (i) indemnities, warranties, representations and undertakings to be given by holders of CDIs and limitations on the liability of the CREST Depository as issuer of the CDIs and (ii) fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service. These will include the fees and expenses charged by the CREST Depository in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the Underlying Securities through the CREST International Settlement Links Service.

None of the Issuer or any Manager or Agent makes any representation or warranty as to the tax consequences of an investment in CDIs and/or the tax consequences of the acquisition, holding, transfer or disposal of CDIs by any investor (including, without limitation, whether any stamp duty, stamp duty reserve tax, excise, severance, sales,

use, transfer, documentary or any other similar tax, duty or charge may be imposed, levied, collected, withheld or assessed by any government, applicable tax authority or jurisdiction on the acquisition, holding, transfer or disposal of CDIs by any investor). Whilst your attention is drawn to the section entitled 'Taxation', the tax consequences for each investor in CDIs can be different. Therefore, you should consider consulting with a tax adviser as to their specific consequences, including, in particular, whether United Kingdom stamp duty reserve tax will be payable on transfers of CDIs in uncertificated form within CREST.”; and

- (ii) the last sentence of the first sub-paragraph of the paragraph entitled “*Documents available*” therein shall be amended and updated to read as follows:

“The Issue Terms, in respect of any Series, shall also be available at the specified office of the relevant Paying Agents or Transfer Agents and, in respect of CREST Securities, at the specified office of the CREST Agent.”.

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

In accordance with Article 23(2) of the EU Prospectus Regulation, investors who have already agreed to purchase or subscribe for securities pursuant to the Base Prospectus before this Supplement is published, and for whom any of the information in this Supplement relates to the issue of the relevant Securities (within Article 23(4) of the EU Prospectus Regulation) have the right, exercisable within two working days after the publication of this Supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy to which this Supplement relates arose or was noted before the closing of the offer period or the delivery of the securities, whichever occurs first. Investors may contact the relevant distributor of such securities in connection therewith should they wish to exercise such right of withdrawal. The final date of such right of withdrawal is 4 November 2024.



The date of this Supplement is 31 October 2024

ANNEX

SCHEDULE 4

TO THE TERMS AND CONDITIONS OF THE SECURITIES

CREST CONDITIONS

The General Conditions and (if applicable) any Relevant Annex as amended by these CREST Conditions (the "**CREST Conditions**") apply to CREST Securities and to Securities ("**CDI Securities**") for which the Issue Terms specifies 'CDIs' to be 'Applicable'. For the avoidance of doubt, terms in these CREST Conditions only relating CREST Securities shall not apply in respect of CDI Securities and terms in these CREST Conditions only relating to CDI Securities shall not apply in respect of CREST Securities. In the case of any inconsistency between these CREST Conditions and the General Conditions or any such Relevant Annex (as applicable), these CREST Conditions shall prevail. Capitalised terms used herein but not otherwise defined have the meanings given to them in the General Conditions or the Issue Terms, as applicable.

1. General Condition 4 (*Agents*) is updated and amended to read as follows:

"4. **AGENTS**

The determination agent (the "**Determination Agent**"), the issue and paying agent (the "**Issue and Paying Agent**"), the registrar (the "**Registrar**"), the registration agent (the "**Registration Agent**"), the paying agents (the "**Paying Agents**"), the transfer agents (the "**Transfer Agents**") and, in respect of any issue of CREST Securities, the agent providing certain issuing, registry and paying agency services to the Issuer (the "**CREST Agent**") (together, the "**Agents**") shall be as specified below or in the Issue Terms, as applicable. The Issue and Paying Agent shall be The Bank of New York Mellon, London Branch, of 160 Queen Victoria Street, London EC4V 4LA, subject as provided in General Condition 29.1 (*Appointment of Agents*).

In respect of any issue of CREST Securities, the initial CREST Agent shall be Computershare Investor Services PLC, of The Pavilions, Bridgwater Road, Bristol BS13 8AE. For the purpose of CREST Securities, any reference in the Conditions to a calculation or determination being made by the Determination Agent or the Issue and Paying Agent and (if applicable) such entity giving notice of such, shall be deemed to be a reference to the Issuer making such calculation or determination and giving any such notice and any reference in the Conditions applicable to CREST Securities to a notice from or to the Issue and Paying Agent shall be deemed to be a reference to a notice from or to the CREST Agent."

2. Paragraph (a) of General Condition 5.1 (*Form of Securities*) shall not apply to CREST Securities and General Condition 5.1 is amended by the addition of the following new paragraph (i) therein:

"(i) **Form of CREST Securities**

CREST Securities will be issued in dematerialised uncertificated registered form and will be held in accordance with the United Kingdom Uncertificated Securities Regulations 2001 (SI 2001/3755) including any modification or re-enactment thereof from time to time in force (the "**Uncertificated Regulations**"), and not constituted by any physical document of title. CREST Securities will be cleared through CREST and will be participating securities for the purposes of the Uncertificated Regulations. CREST Securities may not be exchanged for Bearer Securities or Registered Securities and Bearer Securities or Registered Securities may not be exchanged for CREST Securities."

3. Paragraph (a) of General Condition 5.4 (*Title*) shall not apply to CREST Securities.
4. General Condition 5.4 is amended by the addition of the following new paragraphs (h) and (i) therein:

"(h) **Title to CREST Securities**

Title to CREST Securities is recorded on the relevant Operator register of corporate securities. The CREST Agent on behalf of the Issuer shall maintain a record of

uncertificated corporate securities (the "**Record**") in relation to CREST Securities and shall procure that the Record is regularly updated to reflect the Operator register of corporate securities in accordance with the rules of the Operator. Subject to this, each person who is for the time being shown in the Record shall be treated by the Issuer and the Agents as the Holder of the particular nominal amount (in the case of Notes) or number (in the case of Certificates) of CREST Securities for all purposes (and the expressions "**Holder**" and "**Holder of CREST Securities**" and related expressions shall be construed accordingly for the purposes of the Conditions).

No provision of the Conditions shall apply or have effect to the extent that it is in any respect inconsistent with (i) the holding of title to CREST Securities in uncertificated form, (ii) transfers of title to CREST Securities by means of a relevant system or (iii) the Uncertificated Regulations. Without prejudice to the generality of the preceding sentence, so long as the CREST Securities are participating securities, (A) the Record shall be maintained at all times in the United Kingdom, (B) the CREST Securities will be issued in uncertificated form in accordance with and subject as provided in the Uncertificated Regulations and (C) the Conditions shall remain applicable notwithstanding that they are not endorsed on any certificate or document of title for such CREST Securities.

As used in these General Conditions, each of "**Operator**", "**Operator register of corporate securities**", "**participating security**", "**record of uncertificated corporate securities**" and "**relevant system**" is as defined in the Uncertificated Regulations (and the relevant Operator is Euroclear UK & International Limited or any additional or alternative Operator from time to time and notified to the Holders of CREST Securities).

(i) **Title to CREST Depository Interests**

Where the Issue Terms specifies 'CDIs' to be 'Applicable' for a Series, investors may hold CDIs in respect of the relevant Securities. CDIs will be issued and settled through CREST.

Neither the Securities nor any rights with respect thereto will be issued, held, transferred or settled within CREST otherwise than through the issue, holding, transfer and settlement of CDIs. Holders of CDIs will not be entitled to deal directly in the Securities to which such CDIs relate (the "**Underlying Securities**"). Accordingly, all dealings in Securities represented by a holding of CDIs will be effected through CREST.

CDIs will be constituted and governed by the terms of the CREST Deed Poll. Holders of CDIs will have no rights against the Issuer, any Manager or any Agent in respect of the Underlying Securities, interests therein or the CDIs representing them."

5. General Condition 5.5 (*Transfers*) is amended by the addition of the following new paragraph (e) therein:

"(e) **CREST Securities**

(i) *Transfers*

Transfers of CREST Securities are effected upon registration of the transfer in the Operator register of corporate securities and subject to and in accordance with the Uncertificated Regulations and the rules, procedures and practices in effect of the Operator (the "**CREST Requirements**").

Transfers of CREST Securities will be effected without charge by or on behalf of the Issuer, the Operator or the CREST Agent, but upon payment of any Taxes that may be imposed in relation to them (or the giving of such indemnity as the Issuer, the Operator or the CREST Agent may require).

CREST Securities may not be transferred in or into the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) (i) unless the CREST Securities are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available, or (ii) in a manner that would require the Issuer of the Securities to

register as an 'investment company' under the U.S. Investment Company Act of 1940, as amended.

(ii) *CREST Security Closed Periods*

If, for so long as the CREST Securities are held in CREST, the rules and procedures of the Operator include any closed period in which no Holder may require the transfer of a CREST Security to be registered in the Operator register of corporate securities, such closed periods shall apply to the CREST Securities. Details of any such closed period are available from the CREST Agent.

(iii) *Minimum Tradable Amount for CREST Securities*

CREST Securities may, if specified in the Issue Terms, be subject to a Minimum Tradable Amount, in which case such Securities will, for so long as they are CREST Securities, be transferable only in a nominal amount in the case of Notes or in a number in the case of Certificates, of not less than such Minimum Tradable Amount. Notwithstanding the foregoing, such Securities will only be transferable in accordance with the CREST Requirements.

(iv) *Cessation of CREST Eligibility*

If at any time a Series of CREST Securities ceases to be held in uncertificated form and/or accepted for clearance through CREST, or notice is received by or on behalf of the Issuer that the CREST Securities will cease to be held in uncertificated form and cleared through CREST and/or CREST is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statute or otherwise) or announces an intention permanently to cease business or does in fact do so, then such event shall constitute an Additional Disruption Event for the purposes of such Securities and the Issuer shall adjust, redeem, cancel and/or take any other necessary action in accordance with the applicable provisions of General Condition 25 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*) or General Condition 26 (*Early redemption or cancellation following an unscheduled early redemption or cancellation event – Belgian Securities*), as the case may be, in respect of the Securities.”.

6. General Condition 10 (*Payments and Deliveries*) is amended by the addition of the following new General Condition 10.14 therein:

“10.14 Payments in respect of CREST Securities

The Issuer shall procure that all payments in respect of CREST Securities are made to the relevant Holder's cash memorandum account (as shown in the Operator register of corporate securities as at the close of business on the CREST Business Day immediately prior to the date for payment) for value on the Relevant Date, such payment to be made in accordance with the CREST Requirements.

Each of the persons shown in the Operator register of corporate securities as the holder of a particular nominal amount or number of CREST Securities must look solely to the settlement bank or institution at which its cash memorandum account is held for its share of each such payment so made by or on behalf of the Issuer.”.

7. General Condition 12.1 (*European Style Exercise*) is updated and amended as follows:

- (a) by the addition of the following immediately after sub-paragraphs (i) and (ii) in the first paragraph thereof:

“or (iii) 10:00 a.m. London time or such other time as is determined by the Issuer, if the Securities are CREST Securities (the “**CREST Cut-off Time**”); and

- (b) by the addition of the following as the fourth paragraph thereof:

“Notwithstanding anything to the contrary herein, if the Securities are CREST Securities which are not automatically exercised in accordance with General Condition 12.2 (*Automatic Exercise*), a Holder wishing to exercise any of its Securities on the Exercise Date must send

a Security Exercise Notice on or prior to the CREST Cut-off Time on the Exercise Date by way of a Dematerialised Instruction to the Operator (or procuring that such an instruction is sent) in the form obtainable from the Issuer or the CREST Agent. Such Security Exercise Notice must state the number of Securities or, if applicable, Units being exercised and irrevocably instruct the Operator to transfer from the Holder's account to the appropriate account of the Issuer in CREST the relevant Securities to be exercised, provided that the Security Exercise Notice shall not be effective until such transfer into the Issuer's account is complete. If Units are specified in the Issue Terms, the Securities may only be exercised in Units. Each Unit will consist of the number of Exercisable Certificates specified in the Issue Terms. The right to exercise such Securities in accordance with this Condition 12.1 must be exercised in accordance with the CREST Requirements and if there is any inconsistency between the foregoing and the rules and procedures of CREST, the latter shall prevail. No CREST Securities in respect of which such option has been exercised may be withdrawn without the prior consent of the Issuer."

8. General Condition 12.2 (*Automatic Exercise*) is amended by the addition of the following as the final paragraph thereof:

"Notwithstanding anything to the contrary herein, if the Securities are CREST Securities, the relevant conditions to settlement for the purpose of this Condition 12.2 may be satisfied by the relevant Holder sending a Security Exercise Notice by way of a Dematerialised Instruction to the Operator (or procuring that such an instruction is sent) in the form obtainable from the Issuer or the CREST Agent stating the number of Securities or, if applicable, Units which have been automatically exercised together with payment instructions for payment to the Issuer of the relevant Exercise Price, Taxes and any Settlement Expenses."

9. Paragraph (d) of General Condition 15.2 (*Optional Early Settlement – Holder Put*) is amended by the addition of the following as the final paragraph thereof:

"Notwithstanding anything to the contrary herein, if the Securities are CREST Securities, such option may be exercised by the relevant Holder sending an Option Exercise Notice by way of a Dematerialised Instruction to the Operator (or procuring that such an instruction is sent) in the form obtainable from the Issuer or the CREST Agent. Such Option Exercise Notice must state the nominal amount (in the case of Notes) or number (in the case of Certificates) of Securities in respect of which the option is exercised and irrevocably instruct the Operator to transfer from the Holder's account to the appropriate account of the Issuer in CREST the relevant nominal amount or number (as applicable) of Securities to be redeemed, provided that the Option Exercise Notice shall not be effective until such transfer to the Issuer's account is complete. The right to require redemption of Securities that are CREST Securities must be exercised in accordance with the regulations of CREST and if there is any inconsistency between the General Conditions and the regulations of CREST, the latter shall prevail. No CREST Securities in respect of which such option has been exercised may be withdrawn without the prior consent of the Issuer."

10. Paragraph (b) of General Condition 15.4 (*Optional Early Settlement – At Maturity Value – Holder Put*) is amended by the addition of the following as the final paragraph thereof:

"In the case of CREST Securities, the provisions of General Condition 15.2(d) in relation to CREST Securities shall apply with respect to any option exercise pursuant to this General Condition 15.4 *mutatis mutandis* and the delivery of a Holder Put Notice in the form of an "Option Exercise Notice" pursuant hereto."

11. References to notices to the Issue and Paying Agent in General Condition 28 (*Events of Default*) shall not apply in respect of CREST Securities.

12. General Condition 29.1 (*Appointment of Agents*) is amended by the addition of the following immediately after the end of sub-paragraph (g) thereof:

“; and

(h) a CREST Agent so long as any CREST Securities are outstanding”.

13. General Condition 33 (*Replacement of Securities (other than Danish Securities, Finnish Securities, French Securities, Norwegian Securities or Swedish Securities)*) shall not apply to CREST Securities.

14. General Condition 34.1 (*To Holders*) is amended by the addition of the following immediately after the end of sub-paragraph (j) thereof:

“; and

- (k) in the case of CREST Securities, if mailed to the relevant Holders of such CREST Securities at their respective designated addresses appearing in the Record on the second CREST Business Day immediately prior to despatch of such notice and will be deemed delivered on the third weekday (being a day other than a Saturday or a Sunday) after the date of mailing or, in substitution for mailing, if given to the Operator, in which case it will be deemed delivered on the first date following the day of transmission to the Operator (regardless of any subsequent mailing)”.

15. General Condition 34.2 (*To the Issuer and the Agents*) is updated and amended to read as follows:

“34.2 To the Issuer and the Agents

In respect of any Series, all notices to the Issuer and/or the Agents must be sent to the address specified for each such entity in the Master Agency Agreement or to such other person or place as shall be specified by the Issuer and/or the Agent by notice given to Holders. Any notice determined not to be valid, effective, complete and in proper form shall be null and void unless the Issuer and the Relevant Clearing System or, in respect of French Securities, the Issuer and the French Issue and Paying Agent or, in respect of CREST Securities, the Issuer and the Operator, agree otherwise. This provision shall not prejudice any right of the person delivering the notice to deliver a new or corrected notice. The Issuer, Operator, Paying Agent, Registrar or Transfer Agent shall use all reasonable endeavours promptly to notify any Holder submitting a notice if it is determined that such notice is not valid, effective, complete or in the proper form.”.

16. Sub-paragraph (c) of General Condition 36.1 (*Modifications without consent of Holders (Securities other than French Securities)*) is updated and amended to read as follows :

“(c) is made to comply with mandatory provisions of the law of the Bank Jurisdiction, and/or in order to comply with the amendments to any applicable laws and regulations or (in the case of CREST Securities and on the condition that Holders of CREST Securities are given prior notice where reasonably practicable) any change in any of the CREST Requirements”.

17. General Condition 38 (*Purchases and Cancellations*) is amended by the addition of the following as the final paragraph thereof:

“Notwithstanding anything to the contrary above, all CREST Securities so purchased by the Issuer or any of its subsidiaries may be cancelled by agreement between the Issuer and the CREST Agent, provided that such cancellation shall be in accordance with the regulations of CREST in effect at the relevant time.”.

18. General Condition 43.1 (*Definitions*) is amended as follows:

- (a) the definition of “Additional Disruption Event” therein is amended by the addition of the following immediately after the end of paragraph (iv) thereof:

“; and

- (v) if the Securities are CREST Securities, at any time the Securities cease to be held in uncertificated form and/or accepted for clearance through CREST, or notice is received by or on behalf of the Issuer that the CREST Securities will cease to be held in uncertificated form and cleared through CREST and/or CREST is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statute or otherwise) or announces an intention permanently to cease business or does in fact do so”;

- (b) paragraph (i) of the definition of “Business Day” therein is updated and amended to read as follows:

- (i) in respect of Cleared Securities, a Clearing System Business Day for the Relevant Clearing System or, in respect of CREST Securities, a CREST Business Day, and either (ii) or (iii) below;";
- (c) the definition of "Relevant Clearing System" therein is amended by the addition of the words ", CREST (which term shall include the Operator in respect thereof as the context so admits)" after the words "Euronext VPS" therein; and
- (d) the following new definitions are inserted in alphabetical order therein:
- "**CDI**" means dematerialised depository interests issued, held, settled and transferred through CREST that represent interests in specified Securities.
- "**CREST**" means the system for the paperless settlement of trades and the holding of uncertificated securities operated by the Operator in accordance with the Uncertificated Regulations, as amended from time to time.
- "**CREST Agent**" has the meaning given to it in General Condition 4 (*Agents*).
- "**CREST Business Day**" means any day on which CREST is open for the acceptance and execution of settlement instructions.
- "**CREST Cut-off Time**" has the meaning given to such term in General Condition 12.1 (*European Style Exercise*).
- "**CREST Deed Poll**" means a global deed poll dated 25 June 2001 (as subsequently modified, supplemented and/or restated).
- "**CREST Depository**" means CREST Depository Limited or any successor thereto.
- "**CREST Requirements**" has the meaning given to such term in General Condition 5.5(e) (*CREST Securities*).
- "**CREST Securities**" means cash settled Securities which are specified as CREST Securities in the Issue Terms and that are issued and held in uncertificated registered form in accordance with the Uncertificated Regulations.
- "**Dematerialised Instruction**" means, with respect to CREST Securities, an instruction sent by (or on behalf of) a Holder to the Operator in accordance with the rules, procedures and practices of the Operator and CREST in effect at the relevant time.
- "**Holder of CREST Securities**" has the meaning given to it in General Condition 5.4(h) (*Title to CREST Securities*).
- "**Operator**" has the meaning given to such term in General Condition 5.4(h) (*Title to CREST Securities*).
- "**Operator register of corporate securities**" has the meaning given to such term in General Condition 5.4(h) (*Title to CREST Securities*).
- "**participating security**" has the meaning given to such term in General Condition 5.4(h) (*Title to CREST Securities*).
- "**Record**" has the meaning given to it in General Condition 5.4(h) (*Title to CREST Securities*).
- "**record of uncertificated corporate securities**" has the meaning given to such term in General Condition 5.4(h) (*Title to CREST Securities*).
- "**relevant system**" has the meaning given to such term in General Condition 5.4(h) (*Title to CREST Securities*).
- "**Uncertificated Regulations**" shall have the meaning ascribed to it in General Condition 5.1(i) (*Form of CREST Securities*).
- "**Underlying Securities**" has the meaning given to it in General Condition 5.4(i) (*Title to CREST Depository Interests*).".

19. General Condition 43.2 (*Interpretation*) is amended by the addition of the following immediately after the end of sub-paragraph (i) thereof:
“; and
(j) References in the Conditions to the Deed of Covenant shall not be applicable to CREST Securities and the Conditions shall be construed accordingly.”.
20. References to the Issue and Paying Agent in the Barclays Index Annex are replaced with references to the CREST Agent.