Prospectus



BP CAPITAL MARKETS p.l.c.

(Incorporated as a public limited company in England and Wales under the Companies Act 1948 with registered number 1290444)

BP CAPITAL MARKETS B.V.

(Incorporated as a private limited liability company in the Netherlands with registered number 80003354)

US$40,000,000,000

Debt Issuance Programme

Unconditionally and irrevocably guaranteed by

BP p.l.c.

(Incorporated in England under the Companies (Consolidation) Act 1908 registered number 102498)

This Prospectus supersedes the Prospectus dated 8 August 2025 in connection with the Programme (as defined below). Any Notes (as defined below) issued under the Programme on or after the date of this Prospectus are issued subject to the provisions described herein. This does not affect any Notes already in issue.

Under the Debt Issuance Programme described in this Prospectus (the "Programme"), BP Capital Markets p.l.c. ("BPCM UK") and BP Capital Markets B.V. ("BPCM Netherlands") (each, an "Issuer" and together, the "Issuers") subject to compliance with all relevant laws, regulations and directives, may from time to time issue debt securities (the "Notes"). The Notes may be issued as either senior notes (the "Senior Notes") (and any such Senior Notes may be issued by BPCM UK or BPCM Netherlands) or subordinated notes (the "Subordinated Notes") (and any such Subordinated Notes may be issued by BPCM UK only). Subject to compliance with all relevant laws, regulations and directives, the Senior Notes shall have a minimum maturity of one month and no maximum maturity. Subject to compliance with all relevant laws, regulations and directives, the Subordinated Notes with a specified maturity date shall have a minimum maturity of one month and no maximum maturity and the Subordinated Notes with "Perpetual" as the maturity date shall be perpetual securities in respect of which there is no fixed maturity date. The aggregate principal amount of Notes outstanding will not at any time exceed US$40,000,000,000 (or the equivalent in other currencies).

The payment of all amounts payable by the Issuers in respect of Notes issued under the Programme will be unconditionally and irrevocably guaranteed by BP p.l.c. ("BP" or the "Guarantor") and, if the Notes are Subordinated Notes, on a subordinated basis.

In the case of any Senior Notes which are issued by BPCM Netherlands or Notes which are to be admitted to trading on a UK regulated market (as defined below), the minimum denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of such Notes). An investment in the Notes issued under the Programme involves certain risks. For a discussion of these risks, see "*Risk Factors*".

This Prospectus has been approved by the Financial Conduct Authority (the "FCA") as a base prospectus in accordance with the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook (the "PRM") made pursuant to its rule-making powers under the Public Offers and Admissions to Trading Regulations 2024 (the "POATRs"). The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the rules in the PRM and such approval should not be considered as an endorsement of (a) the Issuers or the Guarantor or (b) the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in any such Notes. This Prospectus comprises a base prospectus for the purposes of PRM 2.3 for the purpose of giving information with regard to the issue of Notes under the Programme described in this Prospectus during the period of twelve months after the date hereof.

Application has been made to the FCA for Notes (other than Swiss Notes (as defined below)) issued under the Programme during the period of 12 months from the date of this Prospectus to be admitted to the official list of the FCA (the "Official List") and to the London Stock Exchange plc (the "London Stock Exchange") for such Notes to be admitted to trading on the London Stock Exchange's main market. The Programme provides that Notes may be listed on such other or further stock exchange or stock exchanges as may be agreed between the relevant Issuer and the relevant Dealer(s).

References in this Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to trading on the London Stock Exchange's main market and have been admitted to the Official List. The London Stock Exchange's main market is a "UK regulated market" for the purposes of Regulation (EU) No. 600/2014 as it forms part of United Kingdom ("UK") domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA") ("UK MiFIR").

Notice of the aggregate principal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "*Terms and Conditions of the Senior Notes*" or "*Terms and Conditions of the Subordinated Notes*", as the case may be) of Notes will be set out in a final terms document (the "Final Terms") which, with respect to Notes to be listed, will be delivered to the FCA and the London Stock Exchange or such relevant competent authority (as the case may be), on or before the date of issue of the Notes of such Tranche. In the case of Notes listed on the SIX Swiss Exchange ("Swiss Notes"), references to the Final Terms contained in this Prospectus shall be construed as references to the pricing supplement contained in this Prospectus (the "Pricing Supplement").

References in this Prospectus to Notes listed on the SIX Swiss Exchange are to Notes for which no prospectus is required to be published under Regulation (EU) 2017/1129 (as amended or superseded, the "EU Prospectus Regulation") and/or the PRM. The FCA has neither approved nor reviewed information contained in this Prospectus in connection with Notes listed on the SIX Swiss Exchange.

In relation to each separate issue of Notes, the final offer price and amount of such Notes will be determined by the relevant Issuer and the relevant Dealer(s) in accordance with prevailing market conditions at the time of the issue of the Notes and will be set out in the applicable Final Terms. Each Series (as defined in "*Overview of the Programme*") of Notes in bearer form will be represented on issue by a temporary global note in bearer form (a "temporary Global Note") or a permanent global note in bearer form (a "permanent Global Note", together with the temporary Global Notes, the "Global Notes"). If a Global Note in respect of any Senior Notes is intended to be issued in new global note ("NGN") form, as specified in the applicable Final Terms, it will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the "Common Safekeeper") on behalf of Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking S.A. ("Clearstream, Luxembourg"). Notes in registered form will be represented by registered certificates (each a "Certificate"), one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. If a Global Certificate (as defined in "*Overview of the Programme*") in respect of any Senior Notes is intended to be held under the New Safekeeping Structure (the "NSS"), as specified in the applicable Final Terms, the Global Certificate will be delivered on or prior to the original issue date of the relevant Tranche to the Common Safekeeper for Euroclear and Clearstream, Luxembourg. Global Notes and Global Certificates which are not held in NGN form or under the NSS, respectively, may be deposited on the issue date with a common depositary on behalf of Euroclear and Clearstream, Luxembourg or Global Notes and Global Certificates may be deposited with The Central Depositary (Pte) Limited ("CDP") or Global Notes and Global Certificates may be deposited with a sub-custodian for the Central Moneymarkets Unit Service ("CMU"), operated by the Hong Kong Monetary Authority (the "CMU Service"). Notes denominated in Canadian dollars settling and clearing through CDS Clearing and Depository Services Inc. ("CDS", and such Notes, "Canadian Notes") will be represented on issue by a Global Certificate which will be deposited on or prior to the issue date of the relevant Tranche with CDS or a nominee of CDS. The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "*Summary of Provisions Relating to the Notes While in Global Form*".

BP has a long term/short term senior unsecured debt rating of "A1 (stable outlook)"/"P-1" by Moody's Investors Service Limited ("Moody's"), "A- (positive outlook)"/"A-2" by S&P Global Ratings UK Limited ("S&P") and "A+ (stable outlook)"/"F1+" by Fitch Ratings Ltd ("Fitch"). The Programme has been rated "A1" by Moody's, "A-" by S&P and "A+" by Fitch. Moody's, S&P and Fitch are each established in the UK and registered under Regulation (EC) No 1060/2009 as it forms part of United Kingdom domestic law by virtue of the EUWA (the "UK CRA Regulation"). Moody's, S&P and Fitch are each included in the list of credit rating agencies published by the FCA on its website (https://www.fca.org.uk/firms/credit-rating-agencies) in accordance with the UK CRA Regulation. Moody's Deutschland GmbH currently endorses credit ratings issued by Moody's, S&P Global Ratings Europe Limited currently endorses credit ratings issued by S&P and Fitch Ratings Ireland Limited currently endorses credit ratings issued by Fitch for regulatory purposes in the European Economic Area (the "EEA") in accordance with Regulation (EC) No 1060/2009, as amended or restated (the "EU CRA Regulation"). Moody's Deutschland GmbH is established in Germany, S&P Global Ratings Europe Limited is established in Ireland and Fitch Ratings Ireland Limited is established in Ireland and each of them has been registered under the EU CRA Regulation and is included in the list of credit rating agencies published by the European Securities and Markets Authority ("ESMA") on its website (https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation) in accordance with the EU CRA Regulation. There can be no assurance that Moody's Deutschland GmbH, S&P Global Ratings Europe Limited and Fitch Ratings Ireland Limited will continue to endorse credit ratings issued by Moody's, S&P and Fitch, respectively. Notes issued pursuant to the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will be specified in the applicable Final Terms. A rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of the rating assigned to any Notes may adversely affect the market price of the Notes. Please also refer to "*Credit ratings may not reflect all risks*" in the "*Risk Factors*" section of this Prospectus.

Amounts payable under the Floating Rate Notes may, if so specified in the applicable Final Terms (or Pricing Supplement, as the case may be), be calculated by reference to one of the Sterling Overnight Index Average ("SONIA"), the Secured Overnight Financing Rate ("SOFR"), the Euro Short-Term Rate ("€STR") or the Euro Interbank Offered Rate ("EURIBOR"). As at the date of this Prospectus, the Bank of England (as administrator of SONIA), the Federal Reserve Bank of New York (as administrator of SOFR) and the European Central Bank (as administrator of €STR) are not currently required to obtain authorisation or registration under Article 36 of Regulation (EU) 2016/1011 (the "EU Benchmarks Regulation") or Article 36 of Regulation (EU) 2016/1011 as it forms part of United Kingdom domestic law by virtue of the EUWA (the "UK Benchmarks Regulation") as SONIA, SOFR and €STR do not fall within the scope of the EU Benchmarks Regulation or the UK Benchmarks Regulation by virtue of Article 2 of the EU Benchmarks Regulation or the UK Benchmarks Regulation, as applicable. As at the date of this Prospectus, European Money Markets Institute (as administrator of EURIBOR) appears on ESMA's register of administrators under the EU Benchmarks Regulation and the FCA's register of administrators under the UK Benchmarks Regulation.

Arrangers

Barclays **Deutsche Bank**

Dealers

Barclays **BofA Securities**

Deutsche Bank

7 August 2026

This Prospectus comprises a base prospectus for the purposes of PRM 2.3 in respect of BPCM UK and BPCM Netherlands. Each of BP, BPCM UK and BPCM Netherlands (the "Responsible Persons") accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of BP, BPCM UK and BPCM Netherlands, the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import.

This Prospectus shall be read and construed in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*", below). Other than in relation to the documents which are deemed to be incorporated by reference, the information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the FCA.

No person has been authorised to give any information or to make any representation other than those contained in this Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers, the Guarantor or any of the Dealers or the Arrangers (each as defined below). Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuers, the Guarantor or any of their respective subsidiaries and affiliates (together the "Group" or the "BP Group") since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuers, the Guarantor or the Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuers, the Guarantor, the Dealers and the Arrangers to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and may include Notes in bearer form that are subject to US tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, US persons. For a description of certain restrictions on offers and sales of Notes and on distribution of this Prospectus, see "*Subscription and Sale*". This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuers, the Guarantor, the Dealers or the Arrangers to subscribe for, or purchase, any Notes.

If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Dealers or any affiliate of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the Dealers or such affiliate on behalf of the relevant Issuer in such jurisdiction. The Dealers and the Arrangers have not separately verified the information contained in this Prospectus. To the fullest extent permitted by law, none of the Dealers, the Arrangers or the Trustee accept any responsibility for the contents of this Prospectus. Each of the Dealers, the Arrangers and the Trustee accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Prospectus or any such statement. None of the Dealers or the Arrangers make any representation, express or implied, or accept any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus. Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuers, the Guarantor, the Dealers or the Arrangers that any recipient of this Prospectus or any other financial statements supplied in connection with the Programme or any Notes, should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Prospectus or any other financial statements and its purchase of Notes should be based upon any such investigation as it deems necessary. None of the Dealers or the Arrangers undertake to review the financial condition or affairs of the Issuers, the Guarantor or the Group during the life of the

arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arrangers. In connection with the issue of any Tranche (as defined in "*Overview of the Programme*" below) of Notes, the Dealer or Dealers (if any) named as the stabilisation manager(s) (the "Stabilisation Manager(s)") (or any persons acting on behalf of any Stabilisation Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained in this Prospectus or any applicable supplement;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the Notes and the related Guarantee and be familiar with the behaviour of any relevant financial markets;

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate or other factors that may affect its investment and its ability to bear the applicable risks; and

(vi) understand the accounting, legal, regulatory and tax implications of a purchase, holding and disposal of an interest in the Notes.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Legal investment considerations may restrict certain investments, including in the Notes. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Notes are legal investments for it, (2) the Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should

consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

In the case of any Senior Notes which are issued by BPCM Netherlands or Notes which are to be admitted to trading on a UK regulated market, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of such Notes).

Prohibition of sales to UK Retail Investors – If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom. For these purposes, a "retail investor" means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of UK MiFIR; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("DISC") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

Prohibition of sales to EEA Retail Investors – If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the EU Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the "EU PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

UK MiFIR product governance / target market – The Final Terms in respect of any Notes (or Pricing Supplement, as the case may be) may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "UK distributor") should take into consideration the target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

MiFID II product governance / target market – The Final Terms in respect of any Notes (or Pricing Supplement, as the case may be) may include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (an "EU distributor") should take into consideration the target market assessment; however, an EU distributor subject to MiFID II is

responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (as amended or superseded, the "MiFID Product Governance Rules"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

Notification under Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "SFA") – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuers have determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), unless otherwise stated in the Final Terms or Pricing Supplement (as applicable), that all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in the Monetary Authority of Singapore (the "MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

In this Prospectus, unless otherwise specified or the context otherwise requires, references to "GBP", "£" "sterling" and "pounds sterling" are to the currency of the United Kingdom, references to "Renminbi", "RMB" and "CNY" are to the lawful currency of the People's Republic of China, references to "€" and "euro" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community (as amended from time to time), references to "US dollars" and "US$" are to the currency of the United States of America, references to "Canadian dollar" are to the currency of Canada, references to "Singapore dollars" are to the lawful currency of Singapore, references to "Hong Kong" are to the Hong Kong Special Administrative Region of the People's Republic of China, references to "Hong Kong dollar" and "HK$" are to the lawful currency of Hong Kong, references to "Macao" are to the Macao Special Administrative Region of the People's Republic of China, references to "China" and "PRC" are to the People's Republic of China which, for the purpose of this Prospectus, shall exclude Hong Kong, Macao and Taiwan and references to "PRC Government" are to the government of the PRC.

References to Final Terms in this Prospectus include references to the Pricing Supplement (which is applicable in respect of Swiss Notes only), where appropriate.

Forward-looking statements

This Prospectus contains, or is deemed to incorporate by reference, certain forecasts, projections and forward-looking statements – that is, statements related to future, not past events – with respect to the financial condition, results of operations and businesses of the BP Group (including BP, BPCM UK and BPCM Netherlands) and certain of the plans and objectives of the BP Group (including BP, BPCM UK and BPCM Netherlands) with respect to these items. These statements may generally, but not always, be identified by the use of words such as 'will', 'expects', 'is expected to', 'aims', 'should', 'may', 'objective', 'is likely to', 'intends', 'believes', 'anticipates', 'plans', 'we see' or similar expressions and includes those identified as such in the "*Cautionary statement*" sections incorporated herein from the Annual Report 2025 and the Half Year 2026 Report.

By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will or may occur in the future and are outside the control of the BP Group.

Actual results may differ materially from those expressed in such statements, depending on a variety of factors including those identified in the "*Cautionary statement*" sections incorporated herein from the Annual Report 2025 and the Half Year 2026 Report and other factors discussed elsewhere in this Prospectus including under "*Risk Factors*". In addition to factors set forth elsewhere in this Prospectus, those referenced above are important factors, although not exhaustive, that may cause actual results and developments to differ materially from those expressed or implied by these forward-looking statements.

Table of Contents

Page

Documents Incorporated by Reference 9

Supplementary Prospectus 16

Overview of the Programme 17

Risk Factors 28

Terms and Conditions of the Senior Notes 53

Terms and Conditions of the Subordinated Notes 106

Use of Proceeds 149

Remittance of Renminbi into and outside the PRC 150

Clearance and Settlement 154

Summary of Provisions Relating to the Notes While in Global Form 158

BP p.l.c. 167

BP Capital Markets p.l.c. 171

BP Capital Markets B.V. 173

Taxation 175

Subscription and Sale 178

Form of Final Terms for Senior Notes 185

Form of Final Terms for Subordinated Notes 196

Form of Pricing Supplement for Senior Notes 206

Form of Pricing Supplement for Subordinated Notes 220

General Information 231

Documents Incorporated by Reference

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference.

The following documents, which have been previously published or are published simultaneously with this Prospectus and have been approved by the FCA or filed with it, shall be deemed to be incorporated in, and to form part of, this Prospectus:

(a) the following sections of the BP Annual Report and Form 20-F 2025 (the "Annual Report 2025"): (i) page 3 entitled "*Segment performance*"; (ii) page 8 entitled "*Our strategy*"; (iii) pages 24 to 27 entitled "*Group performance*"; (iv) pages 28 to 30 entitled "*Gas & low carbon energy*"; (v) pages 31 to 33 entitled "*Oil production & operations*"; (vi) pages 34 to 35 entitled "*Customers & products*"; (vii) page 36 entitled "*Other businesses & corporate*"; (viii) pages 241 to 268 entitled "*Supplementary information on oil and natural gas (unaudited)*"; and (ix) pages 375 to 383 entitled "*Glossary*";

(b) the audited consolidated financial statements of the BP Group for the financial years ended 31 December 2024 and 2025 together, in each case, with the audit report thereon as set out on pages 116 to 222 of the BP Annual Report and Form 20-F 2024 (the "Annual Report 2024") and set out on pages 130 to 240 of the Annual Report 2025:

Audited consolidated financial statements of the BP Group for the financial year 31 December 2024

Annual Report 2024 (available for viewing at *https://www.bp.com/content/dam/bp/business-sites/en/global/corporate/pdfs/investors/bp-annual-report-and-form-20f-2024.pdf*)

Independent auditor's report to the members of BP p.l.c.	Pages 116 to 133
Report of Independent Registered Public Accounting Firm	Pages 134 to 139
Group income statement	Page 140
Group statement of comprehensive income	Page 141
Group statement of changes in equity	Page 142
Group balance sheet	Page 143
Group cash flow statement	Page 144
Notes on financial statements	Pages 145 to 222

Audited consolidated financial statements of the BP Group for the financial year 31 December 2025

Annual Report 2025 (available for viewing at *https://www.bp.com/content/dam/bp/business-sites/en/global/corporate/pdfs/investors/bp-annual-report-and-form-20f-2025.pdf*)

Independent auditor's report to the members of BP p.l.c.	Pages 130 to 148
Report of Independent Registered Public Accounting Firm	Pages 149 to 154
Group income statement	Page 155
Group statement of comprehensive income	Page 156
Group statement of changes in equity	Page 157
Group balance sheet	Page 158
Group cash flow statement	Page 159

Notes on financial statements	Pages 160 to 240

(c) the unaudited second quarter and half year 2026 results announcement of the BP Group published on 4 August 2026 (the "Half Year 2026 Report"), including the information set out at the following pages:

Unaudited half year results of the BP Group for the six months ended 30 June 2026

Half Year 2026 Report (available for viewing at *https://www.bp.com/api/files/6cqieuqhq4no/master/3m82HmOzrcUhzGfOQ2Uajc/9fbef18373195a44947e3a797d6cc0cf/bp-second-quarter-2026-results.pdf*)

Financial summary	Page 1
Key headlines	Page 1
2Q 2026 financial results summary	Page 3
Financial results	Page 4
Outlook & Guidance	Page 6
Independent review report to BP p.l.c.	Page 15
Group income statement	Page 16
Condensed group statement of comprehensive income	Page 17
Condensed group statement of changes in equity	Page 18
Group balance sheet	Page 19
Condensed group cash flow statement	Page 20
Notes	Pages 21 to 26
Additional information	Pages 27 to 32
Legal proceedings	Page 34
Glossary	Pages 34 to 39

(d) the audited financial statements of BPCM UK for the financial years ended 31 December 2024 and 31 December 2025, together, in each case, with the audit report thereon:

Annual Report and Financial Statements 2024 for BP Capital Markets p.l.c. (the "BPCM UK Annual Report 2024") (available for viewing at *https://beta.companieshouse.gov.uk/company/01290444/filing-history*)

Directors' Report	Pages 8 to 11
Statement of Directors' responsibilities in respect of the financial statements	Page 12
Independent Auditor's report to the members of BP Capital Markets p.l.c.	Pages 13 to 18
Profit and loss account	Page 19
Statement of comprehensive income	Page 19
Balance sheet	Page 20
Statement of changes in equity	Page 21
Notes to the financial statements	Pages 22 to 32

Annual Report and Financial Statements 2025 for BP Capital Markets p.l.c. (the "BPCM UK Annual Report 2025") (available for viewing at *https://beta.companieshouse.gov.uk/company/01290444/filing-history*)

Directors' Report	Pages 8 to 11
Statement of Directors' responsibilities in respect of the financial statements	Page 12
Independent Auditor's report to the members of BP Capital Markets p.l.c.	Pages 13 to 18
Profit and loss account	Page 19
Statement of comprehensive income	Page 19
Balance sheet	Page 20
Statement of changes in equity	Page 21
Notes to the financial statements	Pages 22 to 31

(e) the audited financial statements of BPCM Netherlands for the financial years ended 31 December 2024 and 31 December 2025, together, in each case, with the audit report thereon:

Annual Report 2024 for BP Capital Markets B.V. and the Independent Auditor's Report 2024 for BP Capital Markets B.V. (available for viewing at *https://www.bp.com/en/global/corporate/investors/debt-investors-information/debt-investors.html*) (together, the "BPCM Netherlands Annual Report 2024")

Annual Report 2024 for BP Capital Markets B.V.

The Board of Director's Report	Pages 3 to 6
Balance Sheet	Page 7
Income Statement	Page 8
Notes to the Financial Statements	Pages 9 to 18

Independent Auditor's Report 2024 for BP Capital Markets B.V.

Report on the audit of the financial statements for the year ended 31 December 2024 included in the annual report	Pages 1 to 9

Annual Report 2025 for BP Capital Markets B.V. and the Independent Auditor's Report 2025 for BP Capital Markets B.V. (available for viewing at *https://www.bp.com/en/global/corporate/investors/debt-investors-information/debt-investors.html*) (together, the "BPCM Netherlands Annual Report 2025")

Annual Report 2025 for BP Capital Markets B.V.

The Board of Director's Report	Pages 3 to 8
Balance Sheet	Page 9
Income Statement	Page 10
Notes to the Financial Statements	Pages 11 to 21

Independent Auditor's Report 2025 for BP Capital Markets B.V.

Report on the audit of the financial statements for the year ended 31 December 2025 included in the annual report	Pages 1 to 8

(f) the following Terms and Conditions of the Senior Notes contained in each of the previous offering circulars and prospectuses relating to the Programme (available for viewing at https://www.bp.com/investors/debt-investor-information/documents-related-to-debt-issuance): (i) pages 34 to 67 of the Prospectus dated 13 August 2014; (ii) pages 31 to 64 of the Prospectus dated 5 August 2015; (iii) pages 28 to 62 of the Prospectus dated 5 August 2016; (iv) pages 29 to 65 of the Prospectus dated 8 August 2017; (v) pages 31 to 67 of the Prospectus dated 8 August 2018; (vi) pages 32 to 72 of the Prospectus dated 2 July 2019; (vii) pages 32 to 74 of the Prospectus dated 28 August 2020; (viii) pages 36 to 78 of the Prospectus dated 6 August 2021; (ix) pages 36 to 78 of the Prospectus dated 5 August 2022; (x) pages 37 to 87 of the Prospectus dated 4 August 2023; (xi) pages 40 to 90 of the Prospectus dated 2 August 2024; and (xii) pages 52 to 103 of the Prospectus dated 8 August 2025,

save that any statement contained in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

BPCM Netherlands' audited financial statements for the financial years ended 31 December 2024 and 31 December 2025 prepared in accordance with the Dutch Accounting Standards

The audited financial statements of BPCM Netherlands in respect of the financial years ended 31 December 2024 and 31 December 2025 and incorporated by reference into this Prospectus have not been prepared in accordance with (i) UK-adopted international accounting standards ("UK-IFRS"), (ii) any of the accounting standards prescribed by PRM 4.4.12R or (iii) any of the national accounting standards designated by HM Treasury as equivalent to UK-IFRS. Accordingly, there may be material differences in the audited financial statements of BPCM Netherlands in respect of the financial years ended 31 December 2024 and 31 December 2025 had UK-IFRS been applied to such financial statements.

The audited financial statements of BPCM Netherlands in respect of the financial years ended 31 December 2024 and 31 December 2025 have been prepared in accordance with Part 9 of Book 2 of the Dutch Civil Code (the "Dutch Accounting Standards").

The table below prepared by BPCM Netherlands contains a narrative description of the principal differences between UK-IFRS and the Dutch Accounting Standards adopted by BPCM Netherlands in the preparation of its audited financial statements in respect of the financial years ended 31 December 2024 and 31 December 2025. However, investors should consult their own professional advisers for an understanding of the differences between UK-IFRS and the Dutch Accounting Standards and how these differences might affect the financial information in respect of BPCM Netherlands contained in this Prospectus.

Summary of equivalent UK-IFRS	**Summary of the Dutch Accounting Standards**
Financial assets	

Summary of equivalent UK-IFRS	Summary of the Dutch Accounting Standards
Financial assets are measured at amortised cost, fair value through other comprehensive income ("FVOCI") or fair value through profit or loss ("FVTPL"), following classification by initial recognition. Financial assets are classified by the contractual cash flows and the business model for managing the financial assets (where applicable). If the business model objective is to hold financial assets with the aim of collecting contractual cash flows, and the contractual terms create cash flows solely relating to payments of principal and interest, the financial asset is measured at amortised cost. A financial asset at an amortised cost is initially recognised at fair value, with the addition or subtraction of transaction costs that are directly attributable to the acquisition or issue of that financial asset. The financial asset is then measured using the effective interest method minus any impairment. When the financial asset is derecognised, modified or impaired, gains and losses will be recognised in profit or loss. All other debt instruments and any equity instruments are recognised at fair value. On initial recognition of equity instruments, an irrevocable election (on an instrument-by-instrument basis) can be made to designate these as FVOCI instead of FVTPL (without recycling to profit and loss). Any dividends received from equity instruments are classified as other income in profit or loss once the right of payment has been established, with the exception of when the company benefits from the dividends as recovery of part of the cost of the financial asset, as in such case, the gains are recorded in other comprehensive income. *ECLs* Expected credit losses ("ECLs") are only applicable in respect of UK-IFRS. Financials assets (a) measured at amortised cost, (b) measured at FVOCI or (c) that are financial guaranteed contracts to which UK-IFRS 9 is applied and are not accounted for at FVTPL have	Financial assets are made up of cash at bank and in hand, and amounts owed by group undertakings. They are initially measured at fair value and subsequently, using the effective interest rate method, carried at amortised cost. The amount of impairment loss is determined and recognised in the profit and loss account for all categories of financial assets, if there is objective evidence of impairment. For financial assets stated at amortised cost, impairment losses are measured as the difference between the carrying amount of the asset and present value of estimated future cash flows, discounted at the financial asset's original effective interest rate. An impairment loss shall be partially reversed if, subsequently, the amount of the impairment loss decreases and is related objectively to an event occurring after the impairment was initially recognised. When partially reversed, the carrying amount of the financial asset shall not exceed what the amortised cost would have been had the impairment not been recognised at the date the impairment is reversed. The profit and loss account shall state the amount of any such reversal.

Summary of equivalent UK-IFRS	Summary of the Dutch Accounting Standards
impairment requirements for ECLs applied to them. If, since initial recognition, the credit risk on the financial asset has significantly increased, the allowance for loss for the financial asset is measured at an amount equal to the lifetime ECLs. Alternatively, in other instances, the loss allowance for the financial asset is measured at an amount being the twelve month ECLs. Loss allowance changes are recognised in the profit and loss account. A simplified approach is applied recognising expected lifetime credit losses from initial recognition for trade debtors not containing a significant financing component.	
The only significant difference in methodology between UK-IFRS and the Dutch Accounting Standards is the use of ECLs, and BPCM Netherlands does not believe this to be material. Accordingly, BPCM Netherlands believes the requirements of the Dutch Accounting Standards relating to financial assets are materially equivalent to UK-IFRS.	
Financial liabilities	
Financial liabilities are generally measured at amortised cost, except for financial liabilities required to be measured at FVTPL, such as instruments held for trading, or opted to be measured at FVTPL. Initially, debt is recognised at fair value based on amounts exchanged, net of transaction costs and subsequently at amortised cost.	Trade and other creditors and bonds and amounts owed to group undertakings are all financial liabilities. They are initially measured at fair value and subsequently, using the effective interest rate method, carried at amortised cost. When the relevant liability is extinguished, financial liabilities are derecognised.
BPCM Netherlands believes the requirements of the Dutch Accounting Standards relating to financial liabilities are materially equivalent to UK-IFRS.	
Interest expense	
The effective interest method is used to account for interest expense on debt and is recognised in the profit and loss account.	Successive financial reporting periods are allocated interest expense in proportion to outstanding principal. Annual interest charges encompass premiums and discounts so that the effective rate, together with interest payable on the loan, is recognised in the profit and loss account. The amortised cost of liabilities is recognised in the balance sheet. Charges such as period interest charges and similar are recognised in the year in which they fall due.

Summary of equivalent UK-IFRS	Summary of the Dutch Accounting Standards
BPCM Netherlands believes the requirements of the Dutch Accounting Standards relating to interest expense are materially equivalent to UK-IFRS.	
Interest income	
The profit and loss account recognises interest income *pro rata*. If income can be measured and is probable to have been received, the effective interest rate for the financial asset concerned is taken into account.	The profit and loss account recognises interest income *pro rata*. If income can be measured and is probable to have been received, the effective interest rate for the financial asset concerned is taken into account.
BPCM Netherlands believes the requirements of the Dutch Accounting Standards relating to interest income are materially equivalent to UK-IFRS.	
Effective interest method	
If use of straight-line amortisation does not lead to significant differences when compared to the application of the effective interest method, straight-line amortisation is permitted.	If the use of the straight-line amortisation does not lead to significant differences when compared to the effective interest method, straight-line amortisation is permitted instead of the effective interest method.
BPCM Netherlands believes the requirements of the Dutch Accounting Standards relating to the effective interest method are materially equivalent to UK-IFRS.	

General

Any non-incorporated parts of a document referred to herein are either not relevant for an investor or are otherwise covered elsewhere in this Prospectus.

The Annual Report 2025, the Annual Report 2024 and the Half Year 2026 Report will also be available for viewing on the website of the Regulatory News Service operated by the London Stock Exchange at *www.londonstockexchange.com/exchange/news/market-news/market-news-home.html*.

Supplementary Prospectus

In addition to the obligation under PRM 10, each of the Issuers and the Guarantor has given an undertaking to the Dealers that if (i) at any time during the duration of the Programme a significant new factor, material mistake or material inaccuracy arises or is noted relating to information included in this Prospectus which may affect an assessment by investors of the assets and liabilities, financial position, profits and losses, and prospects of the Issuers and/or the Guarantor, the rights attaching to the Notes and/or the related Guarantee and the reasons for the issuance and its impact on the relevant Issuer or (ii) this Prospectus omits any fact concerning the Issuers, the Guarantor, any of their respective subsidiaries or the Programme the omission of which would, in the context of the issue and offering of the Notes make any material statement herein misleading, the relevant Issuer or, as the case may be, the Guarantor shall promptly notify the Dealers and prepare and deliver such an amendment, supplement or replacement of this Prospectus for use in connection with any subsequent offering of the Notes and shall supply to each Dealer such number of copies of such amendment, supplement or replacement hereto as such Dealer may reasonably request.

Overview of the Programme

This overview must be read as an introduction to this Prospectus. Any decision to invest in any Notes should be based on a consideration of this Prospectus as a whole, including the documents incorporated by reference, by any investor.

Words and expressions defined or used in "Terms and Conditions of the Senior Notes" or "Terms and Conditions of the Subordinated Notes" below, as applicable, shall have the same meanings in this overview. The Issuers and the Guarantor may agree with any Dealer that Notes may be issued in a form other than that contemplated in "Terms and Conditions of the Senior Notes" or "Terms and Conditions of the Subordinated Notes" herein, as applicable, in which event a supplement to this Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

This overview constitutes a general description of the Programme for the purposes of Appendix 1, Annex 3.2 of the PRM.

Issuers	BP Capital Markets p.l.c. (in respect of Senior Notes and Subordinated Notes) BP Capital Markets B.V. (in respect of Senior Notes only)
Guarantor	All Notes issued under the Programme will be unconditionally and irrevocably guaranteed by BP p.l.c., which, in case of the Subordinated Notes, will be on a subordinated basis.
Description of the Programme	Debt Issuance Programme
Size	Up to US$40,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Arrangers	Barclays Bank PLC Deutsche Bank Aktiengesellschaft
Dealers	Barclays Bank PLC BofA Securities Europe SA Deutsche Bank Aktiengesellschaft Merrill Lynch International The Issuers and the Guarantor may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Prospectus to "Permanent Dealers" are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and to "Dealers" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.

Trustee	The Law Debenture Trust Corporation p.l.c.
Issuing and Paying Agent	Citibank, N.A., London Branch (in respect of Notes other than CDP Notes and CMU Notes), Citicorp Investment Bank (Singapore) Limited (in respect of CDP Notes) and Citicorp International Limited (in respect of CMU Notes)
Transfer Agent	Citibank, N.A., London Branch
Registrar	Citibank Europe PLC (in respect of Notes other than CDP Notes and CMU Notes) and Citicorp International Limited (in respect of CDP Notes and CMU Notes)
Paying Agent	Citibank Europe PLC (in respect of Notes other than CDP Notes and CMU Notes)
Canadian Authentication Agent	Citibank, N.A., London Branch
CMU Lodging Agent	Citicorp International Limited
Issue Price	Notes may be issued at their principal amount or at a discount or premium to their principal amount.
Currencies	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency if the relevant Issuer, the Guarantor and the relevant Dealers so agree.
Maturities	Subject to compliance with all relevant laws, regulations and directives, the Senior Notes will have a minimum maturity of one month. The Subordinated Notes with a specified maturity date shall have a minimum maturity of one month and no maximum maturity and the Subordinated Notes with "Perpetual" as the maturity date shall be perpetual securities in respect of which there is no fixed maturity date.
Denomination	The Notes will be issued in such denominations as may be agreed between the relevant Issuer, the Guarantor and the relevant Dealer or such other amount as may be required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, save that in the case of any Senior Notes which are issued by BPCM Netherlands or Notes which are to be admitted to trading on a UK regulated market, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of such Notes).

Method of Issue	The Notes will be issued on a syndicated or a non-syndicated basis. The Notes will be issued in series (each a "Series") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "Tranche") on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the applicable Final Terms.
Form of Notes	The Notes may be issued in bearer form only ("Bearer Notes"), in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes") or in registered form only ("Registered Notes"). Each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in "Selling Restrictions" below), otherwise such Tranche will be represented by a permanent Global Note. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as "Global Certificates". Global Notes in respect of Senior Notes may be issued in NGN form or classical global note ("CGN") form, as specified in the applicable Final Terms. Global Certificates in respect of Senior Notes may be held under the NSS, as specified in the applicable Final Terms. Global Notes in respect of Subordinated Notes will not be issued in NGN form and Global Certificates in respect of Subordinated Notes will not be held under the NSS, as specified in the applicable Final Terms.
Clearing Systems	CDP, the CMU, Euroclear, Clearstream, Luxembourg, CDS and/or, in relation to any Tranche, such other clearing system as may be agreed between the relevant Issuer, the Trustee, the Issuing and Paying Agent and the relevant Dealer.

Notes having a maturity of less than one year	Notes having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in Section 19 of the Financial Services and Markets Act 2000, as amended (the "FSMA") unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent. See "*Subscription and Sale*".
Selling Restrictions	The United States, the EEA, the United Kingdom, Singapore, Canada, Japan, Hong Kong, the PRC, the Republic of China (Taiwan), Switzerland, the Netherlands, Belgium and such other restrictions as may be required in connection with a particular issue. See "*Subscription and Sale*". The Notes to be offered and sold will be subject to the restrictions of Category 2 for the purposes of Regulation S under the Securities Act. Bearer Notes having a maturity of more than one year will be subject to the United States Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") and will be issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(D) (the "D Rules") unless (i) the applicable Final Terms states that Notes are issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(C) (the "C Rules") or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under TEFRA, which circumstances will be referred to in the applicable Final Terms as a transaction to which TEFRA is not applicable.
Status of the Senior Notes and the Guarantee in respect of the Senior Notes	The Senior Notes and the Guarantee in respect of the Senior Notes will constitute unsubordinated and unsecured obligations of the relevant Issuer and the Guarantor respectively, as more particularly set out in Condition 3 of the Terms and Conditions of the Senior Notes.
Status of the Subordinated Notes	The Subordinated Notes will constitute unconditional, unsecured and subordinated obligations of BPCM UK and shall at all times rank *pari passu* without any preference among themselves and *pari passu* with any Parity Obligations of BPCM UK but junior to any Senior Obligations of BPCM UK and senior to BPCM UK's Ordinary Shares, as more particularly set out in Condition 3 of the Terms and Conditions of the Subordinated Notes.
Status of the Guarantee in respect of the Subordinated Notes	The payment of principal, interest and all other moneys expressed to be payable by BPCM UK under or pursuant to the Subordinated Notes and/or the Trust Deed has been unconditionally and irrevocably guaranteed by the Guarantor in and on the terms set out in the Trust Deed. The obligations of the Guarantor under the Guarantee in respect of the Subordinated Notes will constitute unconditional, unsecured and subordinated obligations of the Guarantor. The rights and claims of the Noteholders under the

	related Guarantee will be subordinated, as set out in Condition 4(c) of the Terms and Conditions of the Subordinated Notes.
No Set-off, etc. (Subordinated Notes only)	To the extent and in the manner permitted by applicable law, no Noteholder or Couponholder may exercise, claim or plead any right of set-off, counterclaim, compensation or retention in respect of any amount owed to it by BPCM UK or the Guarantor, as the case may be, in respect of, or arising from, the Subordinated Notes, the Coupons and/or the related Guarantee, as applicable, and each Noteholder and Couponholder will, by virtue of its holding of any Subordinated Note or Coupon, be deemed to have waived and to have directed and authorised the Trustee on its behalf to have waived, all such rights of set-off, counterclaim, compensation or retention, as further set out in Condition 5 of the Terms and Conditions of the Subordinated Notes.
Fixed Interest Rate Notes (Senior Notes only)	Fixed interest will be payable in arrear on the date or dates in each year specified in the applicable Final Terms.
Floating Rate Notes (Senior Notes only)	Floating Rate Notes will bear interest at a rate determined by reference to SONIA, SOFR, EURIBOR or €STR as adjusted for any applicable margin. Interest periods will be specified in the applicable Final Terms.
Zero Coupon Notes (Senior Notes only)	Zero Coupon Notes may be issued at their principal amount or at a discount to it and will not bear interest.
Reset Rate Notes (Subordinated Notes only)	Fixed interest will be payable at the Initial Rate of Interest in arrear on the Interest Payment Date(s) in each year for an initial period as specified in the applicable Final Terms. Thereafter, subject, if applicable, to the benchmark discontinuation provisions described in Condition 6(h) of the Terms and Conditions of the Subordinated Notes, the interest rate may be recalculated on certain dates specified by reference to a Benchmark Gilt Reference Rate, Swap Rate or Reference Bond Rate for the relevant currency, and for a period equal to the relevant Reset Period, as adjusted for any applicable margin, in each case as specified in the applicable Final Terms.
Benchmark Discontinuation	In the case of (a) Senior Notes which are Floating Rate Notes or (b) Subordinated Notes, where "Benchmark Discontinuation" is specified as "Applicable" in the applicable Final Terms, if a Benchmark Event occurs, the relevant Issuer shall use its reasonable endeavours to appoint an Independent Adviser to determine a Successor Rate, failing which, an Alternative Rate and, in either case, the applicable Adjustment Spread and any Benchmark Amendments (each term as defined in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be). If the relevant Issuer is unable to appoint an Independent Adviser, or the Independent Adviser so appointed fails to make such determinations, the

	relevant Issuer (acting in good faith and in a commercially reasonable manner) is permitted to make such determinations, as further described in Condition 4(c) of the Terms and Conditions of the Senior Notes or Condition 6(h) of the Terms and Conditions of the Subordinated Notes, as the case may be.
Interest Periods and Rates of Interest	The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Senior Notes may have a maximum interest rate, a minimum interest rate or both. The use of interest accrual periods permit the Notes to bear interest at different rates in the same interest period. All such information will be set out in the applicable Final Terms.
Early Redemption (Senior Notes only)	The applicable Final Terms issued in respect of each issue of Senior Notes will state whether such Senior Notes may be redeemed (either in whole or in part) prior to their stated maturity date at the option of the relevant Issuer and/or the holders, as the case may be, and if so, the terms applicable to such redemption, in each case as further described in Condition 5(d) of the Terms and Conditions of the Senior Notes (in respect of Redemption at the Option of the Issuer (Issuer Call)), Condition 5(e) of the Terms and Conditions of the Senior Notes (in respect of Issuer Maturity Call), Condition 5(f) of the Terms and Conditions of the Senior Notes (in respect of Make-Whole Redemption by the Issuer), Condition 5(g) of the Terms and Conditions of the Senior Notes (in respect of Redemption at the Option of the Issuer (Issuer Clean-up Call)) and Condition 5(h) of the Terms and Conditions of the Senior Notes (in respect of Redemption at the Option of Noteholders (Investor Put)).
Optional deferral of interest payments (Subordinated Notes only)	Interest which accrues during an Interest Period will be due and payable on the relevant Interest Payment Date, unless BPCM UK elects to defer the relevant payment of interest (in whole or in part) pursuant to Condition 6(d) of the Terms and Conditions of the Subordinated Notes. BPCM UK may, at its discretion, elect to defer any payment of interest (a "Deferred Interest Payment") which is otherwise scheduled to be paid on an Interest Payment Date. If BPCM UK elects not to make all or part of any payment of interest on an Interest Payment Date, it will not have any obligation to pay such interest on the relevant Interest Payment Date. Any Deferred Interest Payment shall itself bear interest (such further interest, together with each Deferred Interest Payment, being "Arrears of Interest"), at the Rate of Interest prevailing from time to time, from (and including) the date on which (but for such deferral) the Deferred Interest Payment would otherwise have been due to be made to (but excluding) the date on which the Deferred Interest Payment is paid, and it will be added to such

	Deferred Interest Payment (and thereafter accumulate additional interest accordingly) on each Interest Payment Date. Non-payment of Arrears of Interest shall not constitute a default by BPCM UK or the Guarantor under the Subordinated Notes or for any other purpose, unless such Arrears of Interest becomes due and payable in accordance with the Terms and Conditions of the Subordinated Notes.
Payment of Deferred Interest Payments (Subordinated Notes only)	BPCM UK will be entitled to pay outstanding Arrears of Interest (in whole or in part) at any time. BPCM UK must pay all outstanding Arrears of Interest (in whole but not in part) on the earliest of: (a) the tenth London Business Day following the date on which a Compulsory Arrears of Interest Payment Event occurs; (b) the next scheduled Interest Payment Date in respect of which BPCM UK does not elect to defer the interest accrued in respect of the relevant Interest Period; (c) the date on which the Subordinated Notes are redeemed; or (d) the date on which an order is made or a resolution is passed for the Winding-Up of BPCM UK or the Guarantor (other than a Solvent Reorganisation of BPCM UK or the Guarantor) as the case may be.
Early Redemption (Subordinated Notes only)	Subject to applicable laws, BPCM UK may redeem the Subordinated Notes (in whole but not in part) on any Optional Redemption Date at their Optional Redemption Amount (as specified in the applicable Final Terms), as further described in Condition 7(c) of the Terms and Conditions of the Subordinated Notes. In respect of Subordinated Notes where the Maturity Date is specified as a fixed date in the applicable Final Terms, BPCM UK may redeem such Subordinated Notes at their Make-Whole Redemption Amount, as further described in Condition 7(f) of the Terms and Conditions of the Subordinated Notes.
Early redemption following an Accounting Event, a Gross-Up Event, a Rating Agency Event, a Substantial Repurchase Event or a Tax Deduction Event (Subordinated Notes only)	If Redemption following an Accounting Event, Redemption following a Gross-Up Event, Redemption following a Rating Agency Event, Redemption following a Substantial Repurchase Event and/or Redemption following a Tax Deduction Event, as the case may be, is specified as "Applicable" in the applicable Final Terms and an Accounting Event, a Gross-Up Event, a Rating Agency Event, a Substantial Repurchase Event or a Tax Deduction Event, as the case may be, occurs, BPCM UK may, subject to certain conditions, redeem the Subordinated Notes (in whole but not in part) at the applicable Early Redemption Amount

	(as specified in the applicable Final Terms), as further described in Condition 7(d) of the Terms and Conditions of the Subordinated Notes.
Substitution and Variation following an Accounting Event, a Gross-Up Event, a Rating Agency Event or a Tax Deduction Event (Subordinated Notes only)	If Redemption following an Accounting Event, Redemption following a Gross-Up Event, Redemption following a Rating Agency Event and/or Redemption following a Tax Deduction Event, as the case may be, is specified as "Applicable" in the applicable Final Terms and an Accounting Event, a Gross-Up Event, a Rating Agency Event or a Tax Deduction Event, as the case may be, occurs, BPCM UK may, subject to certain conditions, substitute or vary the terms of the Subordinated Notes so that they remain or become, as the case may be, Qualifying Securities, as further described in Condition 7(g) of the Terms and Conditions of the Subordinated Notes.
Purchase	The relevant Issuer, the Guarantor and any of their respective Subsidiaries may, to the extent permitted by applicable law, at any time purchase Notes (provided that all Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price, as further described in Condition 5(i) of the Terms and Conditions of the Senior Notes and Condition 7(h) of the Terms and Conditions of the Subordinated Notes.
Events of Default (Senior Notes only)	The Terms and Conditions of the Senior Notes contain certain Events of Default, as further described in Condition 9 of the Terms and Conditions of the Senior Notes.
Events of Default (Subordinated Notes only)	If a Winding-Up of BPCM UK or the Guarantor occurs (other than for the purposes of a Solvent Reorganisation of BPCM UK or the Guarantor), without prejudice to Conditions 3 and 4 of the Terms and Conditions of the Subordinated Notes, the Trustee at its sole discretion may (subject to Condition 12 of the Terms and Conditions of the Subordinated Notes), and if so requested by the holders of at least one-quarter in principal amount of the Subordinated Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), give notice to BPCM UK (or, as applicable, the administrator) that the Subordinated Notes are, and they shall accordingly forthwith become, immediately due and repayable at their outstanding principal amount plus any accrued but unpaid interest thereon up to (but excluding) the date of repayment (including, without double counting, any Arrears of Interest). Consequently, a claim under the related Guarantee in respect of such amount may be made on, or at any time after, such notice being given to BPCM UK (or, as applicable, the administrator) to the extent such amount remains unpaid. See Condition 11 of the Terms and Conditions of the Subordinated Notes for further details.

Replacement intention (Subordinated Notes only)

BPCM UK and the Guarantor each intend (without thereby assuming a legal obligation), in the event that BPCM UK redeems the Subordinated Notes or repurchases some or all of the Subordinated Notes, if the Subordinated Notes are assigned an "equity credit" (or such similar nomenclature then used by S&P) by S&P at the time of such redemption or repurchase, it will redeem or repurchase the Subordinated Notes only to the extent the Aggregate Equity Credit of the Subordinated Notes to be redeemed or repurchased does not exceed the Aggregate Equity Credit received by the Guarantor or any Subsidiary from the sale or issuance by the Guarantor or any Subsidiary to third party purchasers (other than group entities of the Guarantor) of replacement securities (but taking into account any changes in the assessment criteria under S&P hybrid capital methodology or the interpretation thereof since the issuance of such Subordinated Notes) (the "Restrictions").

For the purpose of the Restrictions, "Aggregate Equity Credit" means:

(a) in relation to the Subordinated Notes, the part of the aggregate principal amount of each Series of Subordinated Notes that was assigned "equity credit" by S&P at the time of their issuance; and

(b) in relation to replacement securities, the part of the net proceeds received from issuance of such replacement securities that was assigned "equity credit" by S&P at the time of their sale or issuance (or the "equity credit" S&P has confirmed will be assigned by it upon expiry or waiver of issuer call rights which prevent the assignment of "equity credit" by S&P on the issue date of such replacement securities).

The intention described above does not apply:

(i) if, on the date of such redemption or repurchase, the rating assigned by S&P to the Guarantor is the same as or higher than the long-term corporate credit rating assigned to the Guarantor on the date when the most recent additional hybrid security issued directly or indirectly by the Guarantor was issued (excluding refinancings) and the Guarantor is of the view that such rating would not fall below such level as a result of such redemption or repurchase; or

(ii) if, on the date of such redemption or repurchase, the Guarantor no longer has a corporate issuer credit rating by S&P; or

(iii) in the case of a repurchase of the Subordinated Notes if such repurchase, taken together with other repurchases of hybrid securities issued directly or indirectly by the Guarantor, is of less than (x) 10 per cent. of the aggregate principal amount of the outstanding hybrid securities issued directly or indirectly by the Guarantor in any period of 12 consecutive months or (y) 25 per cent. of the aggregate principal amount of the outstanding hybrid securities issued directly or indirectly by the Guarantor in any period of 10 consecutive years, provided that in each case such repurchase has no materially negative effect on the Guarantor's credit profile; or

(iv) if, on the date of such redemption or repurchase, the statements made in the Restrictions set forth above are no longer required for the Subordinated Notes to be assigned an "equity credit" by S&P that is equal to or greater than the "equity credit" assigned by S&P on the relevant Issue Date; or

(v) if such replacement would cause the outstanding hybrid capital issued directly or indirectly by the Guarantor which is assigned "equity credit" by S&P to exceed the maximum aggregate principal amount of hybrid capital which S&P, under its then prevailing methodology, would assign "equity credit" based on the Guarantor's adjusted total capitalisation.

Cross Default	None.
Negative Pledge	None.
Withholding Tax	All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of the United Kingdom and, in the case of Senior Notes issued by BPCM Netherlands, the Netherlands (as applicable), unless required by law. In that event, the relevant Issuer will, subject to customary exceptions, pay such additional amounts as will result in the payment to the Noteholders of the amounts which would otherwise have been received in respect of the Notes, all as described in Condition 7 of the Terms and Conditions of the Senior Notes and Condition 9 of the Terms and Conditions of the Subordinated Notes.

Governing Law	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.
Ratings	Notes issued pursuant to the Programme may be rated or unrated. Where an issue of Notes is rated, its credit rating will be specified in the applicable Final Terms. A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. The credit ratings included or referred to in this Prospectus will be treated for the purposes of the UK CRA Regulation as having been issued by Moody's, S&P and Fitch. Moody's, S&P and Fitch are each established in the United Kingdom and registered under the UK CRA Regulation. Moody's Deutschland GmbH currently endorses credit ratings issued by Moody's, S&P Global Ratings Europe Limited currently endorses credit ratings issued by S&P and Fitch Ratings Ireland Limited currently endorses credit ratings issued by Fitch for regulatory purposes in the EEA in accordance with the EU CRA Regulation. However, there can be no assurance that Moody's Deutschland GmbH, S&P Global Ratings Europe Limited and Fitch Ratings Ireland Limited will continue to endorse credit ratings issued by Moody's, S&P and Fitch, respectively. Moody's Deutschland GmbH is established in Germany, S&P Global Ratings Europe Limited is established in Ireland and Fitch Ratings Ireland Limited is established in Ireland and each has been registered under the EU CRA Regulation. A list of UK registered credit rating agencies is published on the FCA website and a list of EEA registered credit rating agencies is published on the ESMA website.
Listing and admission to trading	Application has been made for Notes (other than Swiss Notes) issued under the Programme during the period of 12 months from the date of this Prospectus to be admitted to the Official List and to trading on the London Stock Exchange's main market. The FCA has neither approved nor reviewed information contained in this Prospectus in connection with Notes listed on the SIX Swiss Exchange. The Programme also permits Notes to be listed on such other or further stock exchange or stock exchanges as may be agreed between the relevant Issuer and the relevant Dealer(s).

Risk Factors

The Issuers and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under Notes issued under the Programme. In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are described below.

The Issuers and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Notes issued by the Issuers under the Programme, but the Issuers and the Guarantor may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons which may not be considered significant risks by the Issuers and the Guarantor based on information currently available to them which they may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision. Notwithstanding the foregoing, the factors described below should not be taken as implying that either Issuer or the Guarantor will be unable to comply with its obligations as a company with securities admitted to the Official List.

The risk factors are presented in categories where the most material risk factors in a category are presented first. The Issuers' and the Guarantor's assessment of the materiality of such risk factor is based on the probability of its occurrence and the expected magnitude of its negative impact. Where a risk factor may be categorised in more than one category, such risk factor appears only once and in the most relevant category for such risk factor.

Investors should note that BPCM UK and BPCM Netherlands have been created with the purpose of raising debt on behalf of the BP Group and that the creditworthiness of BPCM UK and BPCM Netherlands is dependent upon that of the Guarantor.

Factors that may affect the ability of the Issuers or the Guarantor to fulfil their obligations under Notes issued by the Issuers under the Programme

Risk factors that apply to BPCM UK and BPCM Netherlands

Each of BPCM UK and BPCM Netherlands is a finance vehicle and not an operating company. The business of BPCM UK and BPCM Netherlands is the issuance of debt on behalf of the BP Group. BPCM UK and BPCM Netherlands do not have any subsidiaries or employees, or own, lease or otherwise hold any real property (including office premises or like facilities), and will not consolidate or merge with any other person. Accordingly, a substantial part of the assets of BPCM UK and BPCM Netherlands are loans made by it to other members of the BP Group and the ability of BPCM UK and BPCM Netherlands to satisfy their respective obligations in respect of the Notes depends upon payments being made to it by other members of the BP Group in respect of such loans.

Risk factors that apply to the business of the BP Group

The risks discussed below, separately or in combination, could have a material adverse effect on the implementation of the BP Group's strategy, business, financial performance, results of operations, cash flows, liquidity, prospects, shareholder value and returns and reputation of the BP Group and the trading price and liquidity of the Notes could decline.

Strategic and commercial risks

Commodity prices and market environment *- The BP Group's financial performance is impacted by fluctuations in the prices of oil, natural gas, refined products, and emerging energy commodities due to factors*

such as volatile energy markets, exchange rates, or structural shifts in demand and supply, policy, or trade (such as carbon pricing or liquefied natural gas ("LNG") flows).

These prices are affected by factors such as global supply and demand dynamics, the actions of key market participants (including the Organization of the Petroleum Exporting Countries Plus and a range of external factors such as geopolitical instability, public health situations (including the outbreak of an epidemic or pandemic), sanctions, trade tariffs, and policy interventions that impact energy flows.

Prolonged periods of low commodity prices may reduce revenue, margins, and cash flow, potentially requiring asset impairments, or a reprioritisation of strategic activity and may also impact the BP Group's ability to work within its financial frame including potential reductions in capital investment. Conversely, higher prices do not always translate into improved returns due to fiscal regimes, cost inflation, or constrained market access.

In refining, profitability can be volatile and is affected by regional supply and demand imbalances (including regional oversupply or tightness, demand shifts, shifts in product mix, feedstock availability, and crack spread volatility).

Currency movements – particularly where revenues and capital costs are denominated in different currencies – also impact project economics and reported earnings.

Broader structural shifts, such as the pace of the energy transition, evolving climate policy, carbon pricing mechanisms, consumer preferences, and the realignment of global energy trade (e.g. LNG flows, carbon border adjustments) may lead to enduring changes in market conditions. These shifts could affect the long-term competitiveness or economic viability of existing assets and investment plans.

Accessing and producing hydrocarbon resources *- Failure to adequately access, develop or sustain production of hydrocarbon resources may result in delivery delays, missed strategic targets and adversely impact the BP Group's financial performance and undermine its reputation.*

The BP Group's ability to generate value depends on successfully identifying, accessing, developing, and sustaining reliable production of hydrocarbon resources at pace and scale. This requires securing access; navigating geopolitical and regulatory complexity; effective and timely development and deployment of technologies; delivering projects on time; and executing with operational and commercial discipline.

Delivery risks may arise from joint venture misalignment, production reliability issues, or extended unplanned outages across the hydrocarbon value chain. The BP Group's activities are sometimes conducted in challenging environments such as those prone to natural disasters and extreme weather events, which heightens the risks of technical integrity failure. The physical characteristics of an oil or natural gas field, and cost of drilling, completing or operating wells are inherently uncertain. The BP Group may be required to curtail, delay or cancel drilling operations or stop production because of a variety of factors, including unexpected drilling conditions, pressure or irregularities in geological formations, equipment failures or accidents, adverse weather conditions and compliance with governmental requirements. Such outages can materially impact value, erode investor confidence, and delay strategic delivery.

This risk is increased in politically sensitive jurisdictions, under volatile fiscal regimes, or where accountability for portfolio progression is unclear following divestments – near to medium-term value

remains heavily dependent on competitive, reliable hydrocarbon delivery. Sustained underperformance, partner misalignment, or high-profile project delays could limit reserve replacement and constrain growth.

Major project delivery *– Failure to invest in the best opportunities or deliver major projects successfully could adversely affect the BP Group's financial performance and long-term competitiveness.*

The BP Group's ability to select, define, execute, and deliver large-scale, capital intensive, physical projects (such as field developments, refineries and infrastructure expansions) is critical to the BP Group's financial performance and resilience. These projects are often complex and executed in technically demanding, geopolitically sensitive or geographically challenging environments. Additional factors such as extreme weather events or regulatory constraints can affect schedule and cost performance.

Major projects are often delivered through joint ventures, strategic partnerships, or third party-led models, which can constrain the BP Group's control and influence over delivery, governance, and standards.

The selection and design of the BP Group's major projects need to be resilient to the impact of severe weather events (e.g. metocean criteria) and other environmental factors (e.g. water scarcity).

Potential risks include ineffective investment prioritisation, subsurface uncertainty, capability constraints, supply chain disruption, inflationary pressure or delays in permitting, regulatory approval, commercial agreements, or execution.

A failure to deliver key projects to schedule, scope, budget, quality, or health, safety and environment standards may lead to cost overruns, delays in production or revenue, reputational harm, impairment, or loss of licence to operate.

Geopolitical exposure *– The diverse locations of the BP Group's business activities and operations around the world expose BP to a wide range of geopolitical developments (including sanctions, trade route restrictions, civil unrest, conflict, or government intervention).*

Geopolitical risks arise from operating in jurisdictions undergoing political, regulatory, or economic transition – and from broader societal, ideological, and technological shifts – including changes to taxation or regulatory regimes, international sanctions, trade restrictions, expropriation or nationalisation of property, civil strife, strikes, insurrections, acts of terrorism, acts of war, and public health situations (including the outbreak of an epidemic or pandemic).

These events have, and can, disrupt business activities and operations, restrict access to key markets, and adversely affect financial performance, long-term growth opportunities, or reputation.

Rising bloc politics, energy nationalism, and alliance-driven policy divergence could further fragment global trade and investment patterns, influencing where the BP Group may operate, partner, pursue business opportunities and compete. Competition over critical minerals and low carbon technologies is increasingly geopolitical, shaping access to resources and markets.

Geopolitical rivalry extends into technology and cyber domains, exposing potential operational and reputational vulnerabilities linked to supply-chain sovereignty, data integrity, and industrial security. Political instability, shifts in alliances, or increased government intervention may lead to barriers to market access, disruptions in supply chains, or challenges in executing existing or planned operations. Divergent or extraterritorial regulations (including sanctions, data, and carbon border mechanisms) may create conflicting legal obligations and compliance complexity across jurisdictions.

Such events may also affect investor sentiment, financing conditions, and access to capital. Growing fragmentation of global trade and regulation, coupled with rising energy nationalism and polarised

international alliances, may exacerbate volatility in energy supply, demand, and prices. The BP Group's exposure to particular jurisdictions, vendors, and technologies exposes it to the potential for geopolitical tensions to intersect with performance delivery, investor sentiment, and stakeholder trust.

Liquidity, capital access and financial resilience *- External market conditions can impact the BP Group's ability to maintain liquidity, credit strength, or access to capital markets which could impair the BP Group's ability to operate, meet financial commitments, or deliver its strategy.*

Market volatility, operational incidents, legal proceedings, regulatory actions, or geopolitical crises could reduce access to funding or trigger unexpected calls on cash, even where insurance or other risk transfer mechanisms exist. A significant liquidity event or credit rating downgrade could lead to higher financing costs, constrained access to capital, and reduced financial flexibility, forcing the BP Group to reprioritise investment, reduce expenditure, or accelerate planned or unplanned divestments or dilutions, potentially at less than the full market value.

The BP Group is also exposed to credit risk through financial counterparties, joint ventures, trading partners, receivables, customers, delays in settlements, receipt of divestment proceeds, or divestments not completing when planned. All of these factors can impact cash flow and BP Group's ability to work within its financial frame and in more severe cases, the BP Group may need to review and reallocate financial commitments or long-term obligations such as pension funding arrangements.

Maintaining confidence with investors, lenders, and credit rating agencies is essential to preserving financial resilience and access to affordable funding, especially during periods of capital scarcity or policy uncertainty.

Partner and third-party risk *– The performance, standards, or compliance of non-operated joint ventures, strategic partners, contractors, sub-contractors, or other third parties could expose the BP Group to legal, operational, financial, or reputational harm.*

Many of the BP Group's business activities are conducted through partners and third parties – including non-operated joint ventures, strategic partners, contractors, sub-contractors, and suppliers – where the BP Group may have limited influence and control over performance or compliance.

The BP Group's partners and contractors are responsible for the adequacy of their resources and capabilities, and there may be financial, reputational, operational or safety exposures and consequences for the BP Group if their performance, risk management or governance standards are inadequate, including their safety practices, cyber-attacks, quality or delivery of work, financial management, legal compliance, advocacy positions, and environmental, social and governance ("ESG") standards.

In some cases, third parties may not be able or may not be willing to compensate the BP Group against all of the costs BP Group may incur on their behalf or pay their share of losses and liabilities which may arise in connection with the activities in which they have participated. Irrespective of whether or not it controls or has direct oversight of third parties, the BP Group may still be pursued by regulators or claimants, and may still be the focus for interest groups or media attention in the event of an incident.

Digital, cyber security and data risk *- Increasing reliance on digital infrastructure, growing artificial intelligence ("AI") adoption, and evolving cyber threats exposes the BP Group's third-party suppliers and contractors to data loss, infrastructure failures, or system compromise which could result in operational disruption, regulatory breaches, significant fines and reputational harm.*

The BP Group's digital infrastructure, data platforms, applications and connected technologies are core enablers to its businesses, operations, trading activities, customer engagement, and corporate functions. These

systems face fast-evolving cyber threats – including ransomware, nation-state interference, and insider attacks – amplified by complex third-party ecosystems and AI-enabled technologies.

A breach or failure of the BP Group's third-party supplier's or contractor's digital systems, including operational technology and cloud environments, could result in the loss, misuse, or compromise of sensitive data – including personal, operational, or commercial information.

The loss or misuse of data or sensitive information, including employees' and customers' personal data, injury to people, disruption to the BP Group's business, harm to the environment or its assets, legal or regulatory breaches, may result in legal liability and significant costs including fines, cost of remediation or reputational consequences.

At the same time, the rapid advancement and scaling of generative and agentic AI – including predictive technologies – presents both significant opportunities and emerging systemic risk. Without clear organisation-wide governance, the BP Group may underperform, miss strategic upside, or fall behind on safe and compliant AI deployment.

Critical national infrastructure, data protection and privacy regulations – particularly in sensitive geographies – continue to grow, increasing expectations on security, data sovereignty, ethical use of AI, and accountability for data handling. This reflects the strategic importance of establishing and maintaining resilience, trust, and performance in a fast-digitising environment.

Climate change and the transition to a lower carbon economy – *Developments in policy, law, regulation, technology and markets, including societal and investor sentiment, related to the issue of climate change and the transition to a lower carbon economy could increase costs, reduce revenues, constrain the BP Group's operations and affect its business plans and financial performance.*

Laws, regulations, policies, obligations, government actions, social attitudes and customer preferences relating to climate change and the transition to a lower carbon economy, including the pace of change to any of these factors, and also the pace of the transition itself, could have adverse impacts on the BP Group's business including on its access to and realisation of competitive opportunities, a decline in demand for, or constraints on its ability to sell certain products, constraints on production and supply, adverse litigation and regulatory or litigation outcomes, increased costs from compliance and increased provisions for environmental and legal liabilities.

Investor preferences and sentiment are influenced by ESG considerations including climate change and the transition to a lower carbon economy. Changes in those preferences and sentiment could affect the BP Group's access to capital markets and its attractiveness to potential investors, potentially resulting in reduced access to financing, increased financing costs and impacts upon the BP Group's business plans and financial performance.

Technological improvements or innovations that support the transition to a lower carbon economy, and customer preferences or regulatory incentives that alter fuel or power choices, could impact demand for the BP Group's products (including low carbon energy).

Depending on the nature and speed of any such changes and the BP Group's response, these changes could increase costs, reduce its profitability, reduce demand for certain products, limit its access to new opportunities, require it to write down certain assets or curtail or cease certain operations, and affect investor sentiment, its access to capital markets, its competitiveness and financial performance.

Policy, legal, regulatory, technological and market developments related to climate change could also affect future price assumptions used in the assessment of recoverability of asset-carrying values. This may affect

whether there is continued intent to develop exploration and appraisal of intangible assets; the timing of decommissioning of assets; and the useful economic lives of assets used for the calculation of depreciation and amortisation.

Competitiveness *– Failure to maintain a competitive strategy, underpinned by a strong portfolio of assets, cost performance, innovative technology, projects and long-term growth opportunities, could negatively impact investors' confidence in the BP Group's ability to grow long-term shareholder value and returns.*

The BP Group operates in an increasingly complex, fast paced, ever-changing, competitive global energy market with evolving competitor strategies. As an integrated energy company, the BP Group's ability to remain competitive with a compelling, differentiated proposition for stakeholders depends on the quality and agility of its strategic, commercial, and operational decisions and the execution of those decisions including those related to costs, capital allocation, innovation, technology adoption, portfolio development, customer propositions, and talent deployment.

The BP Group could be adversely affected if it fails to anticipate or respond effectively to rapid shifts in policy, consumer preferences, investor expectations, and disruptive competitor activity or fails to protect its intellectual property, increasing the risk of constrained operations and diminished returns, and shareholder expectations.

Ineffective communication of the BP Group's strategic direction and a compelling value proposition could undermine stakeholder confidence and investor expectations of the BP Group's long-term value.

Talent, leadership and organisational capability – *Failure to retain, develop, and attract the talent, leadership, capabilities and behaviours required to deliver the BP Group's strategy could weaken performance, culture, and long-term value creation.*

To manage its costs competitively and build its resilience, the BP Group looks to simplify and digitalise its processes while evolving its skills and capabilities, in line with its strategy and global market trends. Failure to manage change and transfer knowledge appropriately could decrease efficiency, weaken performance and increase costs.

The BP Group faces growing competition for high-calibre talent across a diverse set of business and function portfolios, and a broad set of geographies.

Expectations around organisational culture, ways of working, leadership behaviours, and career development opportunities must be balanced with disciplined performance and shared values and behaviours. Failure to attract, develop and retain the right talent, could result in delivery shortfalls, diminished competitiveness, and erosion of stakeholder trust.

Safety and operational risks

Process safety, personal safety and environmental risks – *The BP Group's operations and business activities are exposed to a wide range of safety, operational integrity, and environmental risks – particularly under growing complexity and delivery intensity – which could result in major incidents that harm people or the environment, disrupted operations, damage to its reputation or legal liability or undermine its financial standing or threaten its licence to operate.*

The BP Group operates in complex and high-risk environments where process safety, personal safety, occupational health, technical integrity, transportation, marine operations, and environmental risks could result in major incidents with significant human, environmental, financial, and reputational consequences. As

a result, the BP Group could face regulatory action and legal liability, including penalties and remediation obligations, increased costs and, potentially, denial of its licence to operate.

Despite safety controls, barriers, and management systems, failures may still occur due to technical breakdowns, equipment failure, human error, extreme (acute or chronic) weather and climate-related factors, or third-party actions.

Risk exposure is heightened during drilling, production, marine transport and logistics, pipeline operations, project construction or maintenance activities – especially in environmentally sensitive (e.g. areas of water scarcity, biodiversity), remote or geologically complex locations, or where infrastructure reliability and emergency response capabilities are constrained. These risks extend to both the public and the BP Group's workforce and contractors, including physical safety, life saving rule violations, and occupational health exposures such as chemical, biological, psychosocial, or infectious risks.

Past incidents across the industry have resulted in fatalities, significant spills, long term environmental damage, large-scale remediation costs, and lasting reputational harm. The BP Group's ability to maintain the technical integrity of its assets, retain its licence to operate and meet stakeholder expectations, depends on consistently high performance in safety and environmental execution across the portfolio.

As the BP Group continues to scale delivery across a more diversified portfolio it remains essential that safety systems, controls, and organisational safety culture are maintained and strengthened at every level of the business to prevent serious failures, provide operational continuity, and uphold trust with stakeholders.

Security – *Hostile acts such as terrorism, civil unrest, armed conflict, sabotage, activism, piracy, insider threats, workplace violence, cyber enabled physical attacks, or threats to personnel security such as kidnapping or detention could harm the BP Group's people, disrupt operations, compromise critical assets, or damage its reputation.*

Security threats may emerge or intensify in response to geopolitical instability, conflict, or state-linked activity that could target critical infrastructure or supply chains. They may also be politically, ideologically, or financially motivated and influenced by regional instability, activism, social unrest, or the BP Group's presence in higher-risk geographies. Increasing interdependence between cyber, information, and physical domains may create additional vulnerabilities across operational technology, logistics, and data-driven systems.

Assets such as pipelines terminals, transportation routes, offshore platforms, and operational-technology systems could be particularly exposed. The risk of insider activity – including unauthorised data access, sabotage, or information leakage – is also a continuing concern, particularly in complex joint ventures or politically sensitive environments.

The consequences of a major security incident could include operational shutdown, financial loss, workforce harm, legal costs and liabilities or reputational damage. More broadly, a significant incident could disrupt supply chains, invite regulatory scrutiny, or adversely affect confidence in the BP Group's ability to operate safely and reliably in challenging environments.

Product quality – *Failure to supply products to customers or meet technical specifications or regulatory standards could lead to harm, operational disruption, reputational damage, or legal and financial consequences.*

The BP Group provides products – including fuels, lubricants, petrochemicals, biofuels, and consumables – that meet technical specifications, regulatory requirements, and customer expectations. The BP Group operates a complex global value chain spanning production, refining, blending, transportation, and delivery.

Failures may arise at any point in this chain due to contamination, formulation errors, process deviation, mislabelling, equipment failure, or inadequate quality assurance.

Product quality risks may originate upstream (e.g. formation variability, production chemistry), midstream (e.g. blending inconsistencies, custody transfer), or downstream (e.g. additives, packaging, distribution). Failures can result in safety incidents, environmental harm, damage to customer equipment, product recalls, legal liability, and loss of brand trust.

As customer expectations and regulatory regimes evolve – particularly regarding decarbonised and high-integrity products – maintaining end-to-end product integrity is critical to safeguarding the BP Group's reputation, maintaining brand trust, securing market access, and protecting long-term commercial relationships. Widespread or high-profile failures could result in product recalls, legal exposure, or reputational harm – especially in regulated or safety-critical sectors.

Compliance and control risks

Legal, regulatory and ethical compliance – *Ethical misconduct, non-compliance with law and regulation or changes in law and regulation could increase costs, constrain the BP Group's operations and affect its strategy, business plans and financial performance. Incidents of ethical misconduct or non-compliance could also damage its reputation and result in litigation, regulatory action, penalties and potentially affect its licence to operate.*

Incidents of ethical misconduct or non-compliance with applicable laws and regulations, including anti-bribery and corruption, competition and antitrust, data privacy, and anti-fraud laws, trade restrictions or other sanctions, could damage the BP Group's reputation, and result in litigation, regulatory action, penalties and potentially affect its licence to operate. In relation to trade restrictions or other sanctions, current geopolitical factors have increased these risks.

The BP Group's businesses and operations are subject to the laws and regulations applicable in each country, state or other regional or local area in which they occur. These laws and regulations result in an often complex, uncertain and changing legal and regulatory environment for the BP Group's global businesses and operations. Changes in laws or regulations, including how they are interpreted and enforced, can and do impact all aspects of its business.

Royalties and taxes, particularly those applied to the BP Group's hydrocarbon activities, tend to be high compared with those imposed on similar commercial activities. In certain jurisdictions there is also a degree of uncertainty relating to tax law interpretation and changes.

Governments may change their fiscal and regulatory frameworks in response to public pressure on finances or for other policy reasons, resulting in increased amounts payable to them or their agencies.

Changes in law or regulation could increase the compliance and litigation risk and costs, reduce the BP Group's profitability, reduce demand for or constrain its ability to sell certain products, limit its access to new opportunities, require it to divest or write down certain assets or curtail or cease certain operations, or affect the adequacy of its provisions for pensions, tax, decommissioning, environmental and legal liabilities.

Changes in laws or regulations could result in the nationalisation, expropriation, cancellation, non-renewal or renegotiation of the BP Group's interests, assets and related rights. Potential changes to pension or financial market regulation could also impact funding requirements of the BP Group. Following the Gulf of America

oil spill, the BP Group may be subjected to a higher level of fines or penalties imposed in relation to any alleged breaches of laws or regulations, which could result in increased costs.

Financial and physical commodity trading activities *– The BP Group undertakes physical and financial trading across global commodity and financial markets. Risk associated with the BP Group's trading activities could arise from a failure to maintain robust oversight, controls, and disciplined execution in its trading activities which could result in business disruption, financial loss, regulatory action, or reputational damage.*

The BP Group conducts physical and financial trading across global commodity and financial markets, both on exchange and 'over the counter', some of which are financially regulated activities. The BP Group's trading activities expose it to multiple risks, including market, credit, operational, conduct, liquidity and regulatory risks. Failure to maintain effective oversight and controls, and disciplined execution in its trading activities, could result in business disruption, financial loss, reputational harm, regulatory intervention, and/or impair its ability to operate.

There is a risk that a single trader or a group of traders could act outside of the BP Group's delegations and controls, leading to regulatory intervention and resulting in financial loss, fines and potentially damaging its reputation, and could affect its permissions to trade.

Integrity of financial and non-financial reporting – *Failure to maintain integrity in financial and non-financial reporting may result in material misstatement or regulatory breach, which could lead to regulatory action, legal liability and reputational damage.*

The accuracy and reliability of the BP Group's external reporting depend on the strength of its internal control environment, the robustness of its systems and data governance, and its people.

Failure to accurately report the BP Group's data – including financial results, sustainability and environmental, social and governance disclosures, reserves estimates, and operational performance – could lead to regulatory action, legal liability, investor action and reputational damage.

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Notes subject to optional redemption by the Issuers

The Senior Notes and the Subordinated Notes may contain optional redemption features (as set out in the applicable Final Terms). An optional redemption feature of Notes is likely to limit their market value. During any period when the relevant Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to

do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the relevant Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The relevant Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the relevant Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Regulation and reform of benchmarks, including EURIBOR and other interest rate and other types of benchmarks

EURIBOR and other interest rate, equity, commodity, foreign exchange rate and other types of rates and indices which are deemed to be "benchmarks" are the subject of national and international regulatory reform aimed at supporting the transition to robust benchmarks. Most reforms have now reached their planned conclusion (including the transition away from the London Interbank Offered Rate), and "benchmarks" remain subject to ongoing monitoring. Following any such reforms, benchmarks may perform differently than in the past or cease to exist or be available entirely, or there could be other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a benchmark (including Senior Notes which are directly linked to such a benchmark and Subordinated Notes where the relevant rate of interest (or any component part thereof) may be linked to such a benchmark).

The EU Benchmarks Regulation applies, subject to certain transitional provisions, to "contributors" to, "administrators" of, and "users" of in-scope benchmarks in the EU. On 1 January 2026, the EU Benchmarks Regulation was amended to significantly reduce its scope (but still capturing EURIBOR). In-scope benchmarks are benchmarks that are categorised as "critical" or "significant" under the EU Benchmarks Regulation; EU Paris-aligned Benchmarks (as defined in the EU Benchmarks Regulation); EU Climate Transition Benchmarks (as defined in the EU Benchmarks Regulation); and certain commodity benchmarks. Other EU-administered benchmarks may be voluntarily brought within the scope upon request by the benchmark's administrator, subject to thresholds.

The scope of the UK Benchmarks Regulation is broader than that of the EU Benchmarks Regulation. Amongst other things, the UK Benchmarks Regulation requires UK benchmark administrators to be authorised or registered as such and to comply with extensive requirements relating to benchmark administration. It also prohibits (subject to applicable transitional provisions) certain uses by UK supervised entities of (a) benchmarks provided by UK administrators that are not authorised or registered in accordance with the UK Benchmarks Regulation and (b) benchmarks provided by non-UK administrators where (i) the administrator's regulatory regime has not been determined to be "equivalent" to that of the UK, (ii) the administrator has not

been recognised in accordance with the UK Benchmarks Regulation or (iii) the benchmark has not been endorsed in accordance with the UK Benchmarks Regulation.

In the UK, HM Treasury launched a consultation on the proposed new "Specified Authorised Benchmarks Regime", which is intended to further narrow the scope of the UK Benchmarks Regulation. The consultation closed on 11 March 2026 and may result in future legislative reform affecting the categorisation and regulatory treatment of benchmarks.

ESMA maintains a public register of EU-approved benchmark administrators and non-EU benchmarks pursuant to the EU Benchmarks Regulation (the "ESMA Register"). Benchmarks and benchmark administrators which were approved by the FCA prior to 31 December 2020 were removed from the ESMA Register on 1 January 2021. Since 1 January 2021, the FCA has maintained a separate public register of FCA-approved benchmark administrators and non-UK benchmarks pursuant to the UK Benchmarks Regulation (the "UK Register"). The UK Register includes benchmark administrators and benchmarks approved by the FCA.

The EU Benchmarks Regulation and the UK Benchmarks Regulation (together, the "Benchmarks Regulations") could have a material impact on Notes linked to a benchmark rate or index. For example:

- a rate or index which is an in-scope benchmark within the meaning of the EU Benchmarks Regulation may not be used in certain ways by an EU supervised entity if (subject to applicable transitional provisions) its administrator does not obtain authorisation or registration from its EU competent authority (or, if a non-EU entity, does not satisfy the "equivalence" conditions and is not "recognised" by an EU supervised entity, pending an equivalence decision, and does not have the relevant benchmark "endorsed" by an EU supervised entity);
- similarly, a rate or index which is a "benchmark" within the meaning of the UK Benchmarks Regulation may not be used in certain ways by a UK supervised entity if (subject to applicable transitional provisions) its administrator does not obtain authorisation or registration from the FCA (or, if a non-UK entity, does not satisfy the "equivalence" conditions and is not "recognised" by a UK supervised entity, pending an equivalence decision, and does not have the relevant benchmark "endorsed" by a UK supervised entity);
- and in each case, if the benchmark administrator does not obtain or maintain (as applicable) such authorisation or registration (or, relevant "equivalence" is not available and neither recognition nor endorsement is obtained), depending on the particular benchmark and the applicable terms of the Notes, the Notes could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted; or
- the methodology or other terms of the benchmark could be changed in order to comply with the terms of the requirements of the applicable Benchmarks Regulation, and such changes could reduce or increase the rate or level or affect the volatility of the published rate or level, and could lead to adjustments to the terms of the Notes, including the Calculation Agent's determination of the rate or level in its discretion.

Ongoing international and/or national reform initiatives and the increased regulatory scrutiny of benchmarks generally could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any applicable regulations or requirements. Such factors may discourage market participants from continuing to administer or contribute to benchmarks, trigger changes in the rules or methodologies used in respect of benchmarks, and/or lead to the disappearance of benchmarks. This could result in (i) adjustments to the terms and conditions and/or early redemption provisions and/or provisions relating to discretionary valuation by the Calculation Agent, (ii) delisting, and/or (iii) other consequences for Notes linked to any such benchmarks. Any such consequence could have a material adverse effect on the

value of and return on any such Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Such factors may have (without limitation) the following effects on certain "benchmarks": (i) discouraging market participants from continuing to administer or contribute to the "benchmark"; (ii) triggering changes in the rules or methodologies used in the "benchmark"; and/or (iii) leading to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing or otherwise dependent (in whole or in part) upon, a "benchmark".

Methodologies for the calculation of risk free rates (including overnight rates or forward-looking rates) as reference rates may vary and evolve

Where the applicable Final Terms for a Series of Floating Rate Notes identifies that the Rate of Interest for such Notes will be determined by reference to SONIA, SOFR or EURIBOR (but a Benchmark Event has occurred in respect of EURIBOR and such Rate of Interest is to be determined in accordance with €STR), the Rate of Interest will be determined on the basis of the relevant reference rate (all as further described in the Terms and Conditions of the Senior Notes). All such rates are based on 'overnight rates'. Overnight rates differ from interbank offered rates, such as EURIBOR, in a number of material respects, including (without limitation) that such rates are backwards-looking, risk-free overnight rates, whereas interbank offered rates, such as EURIBOR, are expressed on the basis of a forward-looking term and includes a risk-element based on interbank lending. As such, investors should be aware that overnight rates may behave materially differently as reference rates for Senior Notes issued under the Programme compared to interbank offered rates. The methodologies to calculate the overnight rates are not uniform. Such different methodologies may result in slightly different interest amounts being determined in respect of otherwise similar securities.

Accordingly, prospective investors in any Senior Notes referencing any overnight rates should be aware that such variations could result in reduced liquidity or increased volatility or might otherwise affect the market price of any Senior Notes referencing €STR, SONIA or SOFR issued under this Programme from time to time. Market participants, industry groups and/or central bank-led working groups continue to explore compounded and weighted average rates and observation methodologies for such rates (including so-called 'shift', 'lag', 'lookback' and 'lock-out' methodologies) and forward-looking 'term' reference rates derived from these overnight rates have also been, or are being, developed.

The market or a significant part thereof may adopt overnight rates in a way that differs significantly from those set out in the Terms and Conditions of the Senior Notes. In addition, the methodology for determining any overnight rate index by reference to which the Rate of Interest in respect of certain Senior Notes may be calculated could change during the life of any Senior Notes. Furthermore, the relevant Issuer may in the future issue Senior Notes referencing €STR, SONIA or SOFR that differ materially in terms of interest determination when compared with any previous €STR-, SONIA- or SOFR- referenced Senior Notes issued by it under the Programme.

Furthermore, the Rate of Interest on Senior Notes which reference overnight rates is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Senior Notes which reference overnight rates to estimate reliably the amount of interest which will be payable on such Senior Notes, and some investors may be unable or unwilling to trade such Senior Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of such Senior Notes. Further, in contrast to EURIBOR and other interbank offered rate-based Notes, if Senior Notes referencing an overnight rate become due and payable as a result of an Event of Default under Condition 9 of the Terms and Conditions of the Senior Notes, or are otherwise redeemed early on a date which is not an Interest Payment

Date, the final Rate of Interest payable in respect of such Notes shall only be determined immediately prior to the date on which the Senior Notes become due and payable.

In addition, investors should carefully consider how any mismatch between the applicable conventions for the use of overnight rates across different markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Senior Notes referencing overnight rates. Investors should carefully consider these matters when making their investment decision with respect to any such Senior Notes.

Fallback arrangements would apply in the event that a Benchmark Event occurs in respect of the Notes

In the case of (A) Senior Notes which are Floating Rate Notes or (B) Subordinated Notes, where "Benchmark Discontinuation" is specified as "Applicable" in the applicable Final Terms, the Terms and Conditions of such Notes will provide for certain fallback arrangements in the event that a Benchmark Event (as defined in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be) occurs, including if an Original Reference Rate (as defined in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be) and/or any page on which an Original Reference Rate may be published, becomes unavailable, or if the relevant Issuer, the Guarantor, the Calculation Agent, any other party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms or Pricing Supplement, as the case may be) or any Agent is no longer permitted lawfully to calculate interest on any Notes by reference to such an Original Reference Rate under the Benchmarks Regulations or otherwise. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Rate (both as defined in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be), in each case, with the application of an Adjustment Spread (as defined in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be), and may also include amendments to the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be, to ensure the proper operation of the successor or replacement benchmark, all as determined by an Independent Adviser (as defined in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be) or (if such Independent Adviser fails to make any such determination or the relevant Issuer is unable to appoint an Independent Adviser) the relevant Issuer. An Adjustment Spread could be positive, negative or zero and may not be effective in reducing or eliminating any economic prejudice to investors arising out of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be). The use of a Successor Rate or Alternative Rate (in each case with the application of an Adjustment Spread) will still result in any Notes linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Rate and/or Adjustment Spread is determined, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used, including (for the avoidance of doubt) where a Successor or Alternative Rate is available but an Adjustment Spread cannot be determined. This may result in the effective application of a fixed rate for Floating Rate Notes or Subordinated Notes, as the case may be, based on the rate which was last observed on the Relevant Screen Page or, in the case of Subordinated Notes, the application of the previous Reset Rate of Interest for a preceding Reset Period, or in the case of the Reset Period commencing on the First Reset Date, the application of the Initial Rate of Interest applicable to such Subordinated Notes on the Interest Commencement Date or a rate based on the First Reset Period Fallback. Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Adviser and the potential for further

regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification, waivers and substitution

The Terms and Conditions of the Senior Notes, the Terms and Conditions of the Subordinated Notes and the Trust Deed contain provisions for calling meetings (including by way of conference call or by use of a videoconference platform) of Noteholders to consider and vote upon matters affecting their interests generally or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, and including those Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Senior Notes and the Terms and Conditions of the Subordinated Notes also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of any of the provisions of the Trust Deed, the Notes or the Coupons that is of a formal, minor or technical nature or is made to correct a manifest error or an error which is, in the opinion of the Trustee, proven, to comply with a mandatory provision of the laws of England (or the law of the jurisdiction in which the relevant Issuer is incorporated) or (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders or (iii) the substitution of the Successor in Business (as defined in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be) of the Guarantor in place of the Guarantor as guarantor of the Notes, in the circumstances described in Condition 10 of the Terms and Conditions of the Senior Notes or Condition 13 of the Terms and Conditions of the Subordinated Notes, as the case may be.

In addition, the Trustee shall be obliged to concur with the relevant Issuer and the Guarantor in effecting (A) any Benchmark Amendments (as defined in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be) in the circumstances and as otherwise set out in Condition 4(c) of the Terms and Conditions of the Senior Notes and Condition 6(h) of the Terms and Conditions of the Subordinated Notes or (B) any substitution or variation of the Subordinated Notes in the circumstances and as otherwise set out Condition 7(g) of the Terms and Conditions of the Subordinated Notes, in each case without the consent of Noteholders.

Risk related to enforcement of English court judgments

BPCM Netherlands is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, and its assets may be located in the Netherlands so any judgment obtained by Noteholders in respect of the Senior Notes in the English courts against BPCM Netherlands may need to be enforced in the Netherlands.

Furthermore, a court of a member state of the European Union or of a state which is party to the Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters of 30 October 2007 (the "Lugano Convention") may not assume jurisdiction if it deems a choice of forum invalid. On 27 February 2025, the Court of Justice of the European Union ("CJEU") ruled that Articles 25(1) and (4) of Regulation (EU) No. 1215/2012 (the "Brussels Ia Regulation") must be interpreted as meaning that an agreement conferring jurisdiction pursuant to which one of the parties thereto may only bring proceedings before the

sole courts that it designates whereas it permits the other party to bring proceedings before, in addition to that court, any other competent court, is valid, insofar as (i) it designates courts of one or several member states which are either members of the EU or parties to the Lugano Convention, (ii) it identifies objective factors which are sufficiently precise to enable the court seised to ascertain whether it has jurisdiction and (iii) it is not contrary to the provisions of Articles 15, 19 or 23 of the Brussels Ia Regulation and does not derogate from an exclusive jurisdiction pursuant to Article 24 thereof. While the CJEU confirmed that asymmetric clauses are within the scope of Brussels Ia Regulation, it also outlined certain criteria for the validity of asymmetric clauses.

The CJEU decision does not directly apply to asymmetric clauses designating the English courts as set out in the Terms and Conditions of the Senior Notes. There is however a possibility of an indirect effect if a court of a member state of the European Union or of a state which is party to the Lugano Convention chooses to interpret such asymmetric clauses in light of the abovementioned CJEU ruling. That interpretation could impact the enforceability of the submission to jurisdiction clauses, or any judgments made in reliance on them against BPCM Netherlands, thereby limiting the ability of Noteholders to rely on such clauses to bring proceedings in Dutch courts or enforce judgments against BPCM Netherlands in the Netherlands.

Consequently, Noteholders should be aware that their ability to initiate proceedings or enforce English court judgments in courts required to apply the CJEU ruling is uncertain. Challenges and jurisdictional disputes that may arise because of the CJEU ruling could increase the complexity, cost or duration of proceedings.

Change of law

The Terms and Conditions of the Senior Notes and the Terms and Conditions of the Subordinated Notes and any non-contractual obligations arising out of or in connection with them, are governed by English law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Prospectus.

Guarantee

The Guarantee in respect of the Senior Notes and the Subordinated Notes is solely an obligation of the Guarantor. The Guarantor is primarily a holding company and its ability to make payments to holders of the Notes pursuant to the Guarantee in respect of the Notes depends largely upon the receipt of dividends, distributions, interest or advances from its wholly- or partially-owned subsidiaries and associated companies. The ability of the subsidiaries and associated companies of the Guarantor to pay dividends, distributions, interest or advances may be subject to applicable laws.

Notes where denominations involve integral multiples: definitive Notes

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed or issued) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Risks related to Subordinated Notes

The Subordinated Notes and Guarantee of the Subordinated Notes are subordinated

The Subordinated Notes and the Guarantee of such Subordinated Notes will be subordinated as set forth in the Terms and Conditions of the Subordinated Notes and the Trust Deed. Specifically, upon the occurrence of a Winding-Up of BPCM UK, payments on the Subordinated Notes will be subordinated in right of payment to the prior payment in full of all other liabilities of BPCM UK, except for Parity Obligations of BPCM UK which rank equally with the Subordinated Notes or in respect of BPCM UK's Ordinary Shares.

Similarly, upon the occurrence of a Winding-Up of the Guarantor, payments on the Guarantee of any Subordinated Notes will be subordinated in right of payment to the prior payment in full of all other liabilities of the Guarantor, except for Parity Obligations of the Guarantor, which rank equally with the Guarantee or in respect of the Guarantor's Ordinary Shares. Noteholders are advised that unsubordinated liabilities of the Guarantor may also arise out of events that are not reflected on the balance sheet of the Guarantor, including, without limitation, the issuance of guarantees on an unsubordinated basis and the crystallisation of contingent liabilities. Claims made under such guarantees will become unsubordinated liabilities of the Guarantor that, in a Winding-Up of the Guarantor, will need to be paid in full before the obligations under the Guarantee may be satisfied.

The Subordinated Notes and the related Guarantee will also be unsecured, which means that they will be subordinated to any secured obligations of BPCM UK and the Guarantor in respect of the assets securing such obligations.

Although the Subordinated Notes may pay a higher rate of interest than comparable notes which are not subordinated, there is a real risk that an investor in the Subordinated Notes will lose all or some of their investment should any of BPCM UK or the Guarantor be subject to a Winding-Up.

As of 30 June 2026, the total current and non-current interest bearing liabilities of the BP Group, all of which would rank senior to the Subordinated Notes and the related Guarantee upon a Winding-Up of BPCM UK and/or a Winding-Up of the Guarantor, equalled approximately US$218,207,000,000 in aggregate principal amount. This does not include obligations of the subsidiaries of the Guarantor (other than BPCM UK), to which the obligations of the Guarantor under the relevant Guarantee are structurally subordinated. As of 30 June 2026, the Guarantor had outstanding 5,473,414 9 per cent. Cumulative Preference Shares of £1 each, which will rank as Parity Obligations of the Guarantor. As of 30 June 2026, the Guarantor also had outstanding 7,232,838 8 per cent. Cumulative First Preference Shares of £1 each, which will rank as Senior Obligations of the Guarantor.

Restricted remedy for non-payment when due

The sole remedy against BPCM UK and/or the Guarantor available to the Trustee or (where the Trustee has failed to proceed against BPCM UK and/or the Guarantor as provided in the Terms and Conditions of the Subordinated Notes) any Noteholder for recovery of amounts which have become due in respect of the Subordinated Notes will be the institution of proceedings for the winding-up of BPCM UK and/or the Guarantor and/or proving in such winding-up or administration and/or claiming in the liquidation or the administration of BPCM UK and/or the Guarantor. In particular, a deferral of payments as described below

shall not constitute a default under the Subordinated Notes or the Trust Deed for any purpose, including enforcement action against BPCM UK.

BPCM UK has the right to defer Interest Amounts on the Subordinated Notes

BPCM UK may in its sole discretion defer (in whole or in part) Interest Amounts (as further described in Condition 6(d) of the Terms and Conditions of the Subordinated Notes). Arrears of Interest may, at the option of BPCM UK, be paid at any time, and the circumstances in which it is required to be paid are set out in Condition 6(e) of the Terms and Conditions of the Subordinated Notes. While the deferral of Interest Amounts continues pursuant to Condition 6(d) of the Terms and Conditions of the Subordinated Notes, each of BPCM UK and the Guarantor may make payments on any instrument ranking senior to the Subordinated Notes. In such circumstances, such deferral shall not constitute a default, the Noteholders will not be able to accelerate the maturity of their Subordinated Notes and such Noteholders will have claims only for amounts then due and payable on their Subordinated Notes. Additionally, during any such deferral period, Noteholders will receive limited or no current payments on the Subordinated Notes.

The terms of any Parity Obligations of BPCM UK or the Guarantor may operate to restrict BPCM UK's ability to pay interest on the Subordinated Notes or the Guarantor's ability to pay Guaranteed Amounts, to the extent that payments are deferred on such Parity Obligations.

To the extent a secondary market develops for any Subordinated Notes, any deferral of Interest Amounts is likely to have an adverse effect on the market price of such Subordinated Notes. As a result of BPCM UK's deferral right or if investors perceive that there is a likelihood that BPCM UK will exercise its deferral right, the market for the relevant Series of Subordinated Notes may become less active or be discontinued during such a deferral period, and the market price of such Subordinated Notes may be more volatile than the market prices of other securities on which interest or distributions accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in each of BPCM UK's or the Guarantor's financial condition. Noteholders should be aware that if BPCM UK does decide to defer interest on the Subordinated Notes and the Noteholders sell their Subordinated Notes during the period of that deferral, they may not receive the same return on their investment as a holder that continues to hold its Subordinated Notes until BPCM UK pays the deferred interest at the end of the applicable deferral period.

The Subordinated Notes may be perpetual securities and Noteholders have no right to call

If the Maturity Date is specified as "Perpetual" in the appliable Final Terms, such Series of Subordinated Notes will be perpetual and, although BPCM UK may redeem those Subordinated Notes in certain circumstances, BPCM UK is under no obligation to do so. Noteholders have no right to call such Subordinated Notes for their redemption. Therefore, Noteholders should be aware that they may be required to bear the financial risks associated with an investment in perpetual securities.

BPCM UK may redeem, vary or substitute the Subordinated Notes under certain circumstances

Noteholders should be aware that the Subordinated Notes may be redeemed at the option of BPCM UK (in whole but not in part) at their Optional Redemption Amount on any Optional Redemption Date (each as specified in the applicable Final Terms) (plus any interest accrued up to (but excluding) the relevant Optional Redemption Date and any outstanding Arrears of Interest, without double counting). The Subordinated Notes may also be subject to redemption (in whole but not in part) at BPCM UK's option, if Redemption following an Accounting Event, Redemption following a Gross-Up Event, Redemption following a Rating Agency Event, Redemption following a Substantial Repurchase Event and/or Redemption following a Tax Deduction Event, as the case may be, is specified as "Applicable" in the applicable Final Terms and an Accounting Event, a Gross-Up Event, a Rating Agency Event, a Substantial Repurchase Event or a Tax Deduction Event, as the

case may be, occurs. The relevant Early Redemption Amount (as specified in the applicable Final Terms) following the occurrence of an Accounting Event, a Gross-Up Event, a Rating Agency Event, a Substantial Repurchase Event or a Tax Deduction Event may be less than the then current market value of the Subordinated Notes.

Noteholders should also be aware that in respect of Subordinated Notes where (A) the Maturity Date is specified as a fixed date in the applicable Final Terms and (B) Make-Whole Redemption by the Issuer is specified as "Applicable" in the applicable Final Terms, BPCM UK may, having given the appropriate notice, redeem such Subordinated Notes at their Make-Whole Redemption Amount (plus any interest accrued up to (but excluding) the relevant Make-Whole Redemption Date and any outstanding Arrears of Interest, without double counting).

In the event that BPCM UK redeems the Subordinated Notes, a Noteholder may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the interest rate on the Subordinated Notes.

Furthermore, if Redemption following an Accounting Event, Redemption following a Gross-Up Event, Redemption following a Rating Agency Event and/or Redemption following a Tax Deduction Event, as the case may be, is specified as "Applicable" and an Accounting Event, a Gross-Up Event, a Rating Agency Event or a Tax Deduction Event, as the case may be, occurs, then BPCM UK may at any time, instead of giving notice to redeem the Subordinated Notes, substitute all, but not some only, of the Subordinated Notes for, or vary the terms of the Subordinated Notes so that they remain or become, Qualifying Securities. Whilst Qualifying Securities are required to have terms not otherwise materially less favourable to Noteholders than the terms of the Subordinated Notes, there can be no assurance that the substitution or variation of the Subordinated Notes will not have a significant adverse impact on the price of, and/or market for, the Subordinated Notes or the circumstances of relevant individual Noteholders. For example, it is possible that the Qualifying Securities will contain conditions that are contrary to the investment criteria of certain investors and the tax and stamp duty consequences of holding the Qualifying Securities could be different for some categories of Noteholders from the tax and stamp duty consequences for them of holding the Subordinated Notes prior to such substitution or variation.

A Noteholder will have no right to request or require redemption of the Subordinated Notes in any circumstance, including upon any decision by BPCM UK to defer payments of interest in accordance with the Terms and Conditions of the Subordinated Notes. See also the risk factor entitled "*The secondary market generally*".

The current International Financial Reporting Standards accounting classification of financial instruments such as the Subordinated Notes as equity or financial liabilities, as the case may be, may change, which may result in the occurrence of an Accounting Event in respect of Subordinated Notes

The Guarantor currently prepares its audited annual and interim consolidated financial statements in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and IFRS as adopted by the European Union and the United Kingdom. Any change in accounting principles (or the application thereof) may, in respect of Subordinated Notes where the Maturity Date is specified as "Perpetual" in the applicable Final Terms, result in any such Subordinated Notes not being or no longer being recorded as "equity" in full or, in respect of Subordinated Notes where the Maturity Date is specified as a fixed date in the applicable Final Terms, result in such Subordinated Notes not being or no longer being recorded as a "financial liability", in each case, in the Guarantor's annual or interim consolidated financial statements pursuant to IFRS or any other accounting standards that the Guarantor may adopt in the future for the purposes of preparing its annual or interim consolidated financial statements in

accordance with United Kingdom company law, which may constitute an Accounting Event (as described in the Terms and Conditions of the Subordinated Notes), in which case BPCM UK would have the option to redeem, in whole but not in part, such Subordinated Notes pursuant to the Terms and Conditions of the Subordinated Notes or to vary or substitute the Subordinated Notes so that they remain or become Qualifying Securities.

For example, in June 2018, the IASB published the discussion paper DP/2018/1 on "Financial Instruments with Characteristics of Equity" (the "DP/2018/1 Paper"), which among other things proposed a new classification approach to clearly articulate the principles for classifying financial instruments (including hybrid instruments such as the Subordinated Notes) as financial liabilities or equity instruments. Feedback from stakeholders on the DP/2018/1 Paper indicated that 'IAS 32 Financial Instruments: Presentation' works well in practice for most financial instruments and that there was no need to fundamentally change its classification principle. The IASB met on 27 April 2023 to continue its discussions on potential refinements to disclosure proposals explored in its DP/2018/1 Paper, namely proposals for disclosure of information about terms and conditions, priority on liquidation and potential dilution. On 29 November 2023, the IASB published an Exposure Draft IASB/ED/2023/5 'Financial Instruments with Characteristics of Equity (Proposed amendments to IAS 32, IFRS 7 and IAS 1)' (the "Exposure Draft"). In the Exposure Draft, the IASB decided to focus on clarifying the classification requirements in IAS 32, including their underlying principles to address known practice issues that arise in applying IAS 32. The Exposure Draft also set out proposals to improve the disclosure and presentation requirements of financial instruments classified as financial liabilities or equity instruments in the financial statements for users/investors to better understand their nature and terms, amounts, extent and timing of risks. The IASB met in September 2025 to continue discussing and analysing the proposed presentation requirements set out in the Exposure Draft and the IASB met in April 2026 to continue redeliberating the proposed requirements in the Exposure Draft. The implementation of any of the proposals set out in the DP/2018/1 Paper, the Exposure Draft or any other similar such proposals that may be made in the future, including the extent and timing of any such implementation, if at all, is uncertain. Accordingly, the future accounting classification of the Subordinated Notes may vary and such change may result in the occurrence of an Accounting Event, thereby providing BPCM UK with the option to redeem, in whole but not in part, the Subordinated Notes pursuant to the Conditions of the Subordinated Notes or vary or substitute the Subordinated Notes so that they remain or become Qualifying Securities. The occurrence of an Accounting Event may result in Noteholders receiving a lower than expected yield.

The redemption of the Subordinated Notes by BPCM UK or the perception that BPCM UK will exercise its optional redemption right might negatively affect the market value of the Subordinated Notes. During any period when BPCM UK may elect to redeem the Subordinated Notes, the market value of the Subordinated Notes generally will not rise substantially above the price at which they can be redeemed.

The substitution or variation of the Subordinated Notes so that they remain or become Qualifying Securities may have a significant adverse impact on the price of, and/or market for, the Subordinated Notes or the circumstances of relevant individual Noteholders as further described above under "*BPCM UK may redeem, vary or substitute the Subordinated Notes under certain circumstances*".

No limitation on issuing senior or pari passu securities

There is no restriction on the amount of securities, guarantees or other liabilities which any of BPCM UK or the Guarantor may issue or incur and which rank senior to, or *pari passu* with, the Subordinated Notes. The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by holders of Subordinated Notes on a Winding-Up of BPCM UK or the Guarantor and/or may increase the likelihood of a deferral of interest under the Subordinated Notes. Further, the terms of such

securities, guarantees or other liabilities may include provisions resulting in BPCM UK being required to defer interest under the Subordinated Notes in circumstances where a deferral of interest is made on such other securities, guarantees or liabilities.

The Terms and Conditions of the Subordinated Notes and the Trust Deed do not prohibit BPCM UK and the Guarantor from taking actions that could adversely impact an investment in the Subordinated Notes

The Terms and Conditions of the Subordinated Notes and the Trust Deed do not limit the ability of BPCM UK and/or the Guarantor to incur additional debt, whether secured or unsecured, including debt that ranks senior to or equal with the Subordinated Notes and the related Guarantee upon Winding-Up of BPCM UK or the Guarantor, as the case may be.

Additionally, the Terms and Conditions of the Subordinated Notes and the Trust Deed do not:

- require BPCM UK or the Guarantor to maintain any financial ratios or specific levels of net worth, revenues, income, cash flow or liquidity;
- restrict the ability of BPCM UK or the Guarantor to repurchase or prepay any of their other securities or other indebtedness;
- restrict the ability of BPCM UK or the Guarantor to make investments or to repurchase, pay dividends on or make other payments in respect of their ordinary shares or other securities ranking junior to the Subordinated Notes;
- restrict the ability of BPCM UK or the Guarantor to enter into transactions with affiliates;
- restrict the ability of BPCM UK or the Guarantor to enter into highly leveraged transactions; or
- require BPCM UK or the Guarantor to repurchase the Subordinated Notes in the event of a change of control.

As a result of the foregoing, when evaluating the terms of the Subordinated Notes, a potential investor should be aware that the Terms and Conditions of the Subordinated Notes and the Trust Deed do not restrict the ability of BPCM UK or the Guarantor to engage in, or to otherwise be a party to, a variety of corporate transactions, circumstances and events that could have an adverse impact on an investment in such Subordinated Notes.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies, are being issued to a single investor or a limited number of investors or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Such lack of liquidity may result in investors suffering losses on the Notes in secondary resales even if there is no decline in the performance of the assets of the relevant Issuer. The relevant Issuer cannot predict which of these circumstances will change and whether, if and when they do change, there will be a more liquid market for the Notes and instruments similar to the Notes at that time.

Exchange rate risks and exchange controls

The relevant Issuer will pay principal and interest on the Notes and the Guarantor will make any payments under the related Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country non-EEA rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the EU CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment. This may result in relevant regulated investors selling the Notes which may impact the value of the Notes and their liquidity in the secondary market. Certain additional information with respect to the credit rating agencies and ratings is set out in "*Form of Final Terms for Senior Notes*" and "*Form of Final Terms for Subordinated Notes*" below and will be disclosed in the applicable Final Terms.

Risks related to Notes denominated in Renminbi

Set out below is a description of the principal risks which may be relevant to an investor in Notes denominated in Renminbi (the "Renminbi Notes").

Renminbi is not completely freely convertible; there are significant restrictions on remittance of Renminbi into and outside the PRC which may adversely affect the liquidity of the Renminbi Notes

Renminbi is not completely freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies, including Hong Kong dollar, despite the significant reduction in control by it in recent years over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

Remittance of Renminbi by foreign investors into the PRC for purposes such as capital contributions, known as capital account items, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are being developed gradually and will be subject to interpretation and application by the relevant authorities in the PRC. Currently, the RMB Clearing Banks (as defined below) in the permitted areas designated by the People's Bank of China ("PBOC") as Renminbi settlement centres and Renminbi business participating banks have been permitted to engage in the settlement of Renminbi trade transactions. This represents a current account activity.

Remittances of Renminbi into or outside the PRC may in certain cases require approvals by competent authorities or relevant banks. There is no assurance that the relevant Issuer will obtain the approvals, and/or registrations or filings, required for the remittance of Renminbi into or outside the PRC nor that, if obtained, they will not be revoked or amended in the future.

Although from 1 October 2016, Renminbi has been added to the Special Drawing Rights basket created by the International Monetary Fund and policies for further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were issued, there is no assurance that the PRC government will continue such gradual liberalisation in the future, that any pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC.

In the event that funds cannot be repatriated outside the PRC in Renminbi, this may limit the sources of Renminbi available to the relevant Issuer to finance its obligations under the Renminbi Notes.

Holders of beneficial interests in Renminbi Notes may be required to provide certifications and other information (including Renminbi account information) in order to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong.

For further details in respect of remittance of Renminbi into and outside the PRC, see "*Remittance of Renminbi into and outside the PRC*".

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of Renminbi Notes and the relevant Issuer's ability to source Renminbi outside the PRC to service Renminbi Notes

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited. While the PBOC has entered into agreements (the "Settlement Arrangements") on the clearing of Renminbi business with financial institutions (the "Renminbi Clearing Banks") in a number of financial centres and cities, including but not limited to Hong Kong, it has established the Cross-Border Inter-Bank Payments System to facilitate cross-border RMB settlement and is in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions.

However, the current size of Renminbi-denominated financial assets outside the PRC is limited. There are restrictions imposed by the PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. The RMB Clearing Banks only have access to onshore liquidity support from the PBOC to square open positions of participating banks for limited types of transactions, including open positions resulting from conversion services for corporations relating to cross-border trade settlement. The RMB Clearing Banks are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from the offshore market to square such open positions.

The offshore Renminbi market is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or current regulations will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the Renminbi Notes. To the extent the relevant Issuer is required to source Renminbi in the offshore market to service the Renminbi Notes, there is no assurance that the relevant Issuer will be able to source such Renminbi on satisfactory terms, if at all.

Investment in the Renminbi Notes is subject to exchange rate risks and the relevant Issuer or the Guarantor, as the case may be, may make payments of interest and principal in US dollars in certain circumstances

The value of the Renminbi against the US dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions and by many other factors. In August 2015, the PBOC implemented changes to the way it calculates the Renminbi's daily mid-point against the US dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. In addition, although the relevant Issuer's primary obligation is to make all payments of interest and principal or other amounts with respect to the Renminbi Notes in Renminbi, in certain circumstances, and if so specified, the terms of the Notes allow the relevant Issuer to make payment in US dollars at the prevailing spot rate of exchange, all as provided for in more detail in the Notes (see Condition 6(l) of the Terms and Conditions of the Senior Notes and Condition 8(l) of the Terms and Conditions of the Subordinated Notes). As a result, the value of these Renminbi payments may vary with the prevailing exchange rates in the marketplace. If the value of the Renminbi depreciates against the US dollar or other foreign currencies, the value of a Renminbi Noteholder's investment in US dollars or other applicable foreign

currency terms will decline. In addition, there may be tax consequences for investors as a result of any foreign currency gains resulting from any investment in the Renminbi Notes.

Investment in the Renminbi Notes may be subject to interest rate risks

The PRC government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

If the Renminbi Notes carry a fixed interest rate, the trading price of the Renminbi Notes may vary with the fluctuations in the Renminbi interest rates. If the Renminbi Noteholders propose to sell their Renminbi Notes before their maturity, they may receive an offer lower than the amount they have invested.

Gains on the transfer of the Renminbi Notes may become subject to income taxes under PRC tax laws

Under the PRC Enterprise Income Tax Law (中华人民共和国企业所得税法), the PRC Individual Income Tax Law (中华人民共和国个人所得税法) and the relevant implementing rules, as amended from time to time, any gain realised on the transfer of the Renminbi Notes by non-PRC resident enterprise holders or individual holders may be subject to PRC enterprise income tax ("EIT") or PRC individual income tax ("IIT") if such gain is regarded as income derived from sources within the PRC. While the PRC Enterprise Income Tax Law levies EIT at the rate of 20 per cent. of the gains derived by such non-PRC resident enterprise from the transfer of the Renminbi Notes, its implementation rules have reduced the EIT rate to 10 per cent. In accordance with the PRC Individual Income Tax Law and its implementation rules (as amended from time to time), any gain realised by a non-PRC resident individual holder from the transfer of the Renminbi Notes may be regarded as being sourced from the PRC and thus be subject to IIT at a rate of 20 per cent. of the gains derived by such non-PRC resident individual holder from the transfer of the Renminbi Notes.

However, there remains uncertainty as to whether the gain realised from the transfer of the Renminbi Notes by non-PRC resident enterprise or individual holders would be treated as income derived from sources within the PRC and become subject to the EIT or IIT. This will depend on how the PRC tax authorities interpret, apply or enforce the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementing rules. According to the arrangement between the PRC and Hong Kong, for avoidance of double taxation, holders who are residents of Hong Kong, including enterprise holders and individual holders, will not be subject to EIT or IIT on capital gains derived from a sale or exchange of Renminbi Notes.

Therefore, if a non-PRC resident enterprise or individual holders are required to pay PRC income tax on gains derived from the transfer of the Renminbi Notes, unless there is an applicable tax treaty between PRC and the jurisdiction in which such non-PRC resident enterprise or individual holders of the Renminbi Notes reside that reduces or exempts the relevant EIT or IIT (however, qualified holders may not enjoy the treaty benefit automatically but through a successful application with the PRC tax authorities), the value of their investment in the Renminbi Notes may be materially and adversely affected.

Investment in Renminbi Notes may be subject to PRC tax

In considering whether to invest in the Renminbi Notes, investors should consult their individual tax advisers with regard to the application of PRC tax laws (such as value added tax) to their particular situations as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the Noteholders' investment in the Renminbi Notes may be materially and adversely affected if the Noteholder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those Renminbi Notes.

Payments in respect of the Renminbi Notes will only be made to investors in the manner specified in the relevant Terms and Conditions of the Renminbi Notes

All payments to investors in respect of the Renminbi Notes will be made solely (i) when Renminbi Notes are represented by a Global Note or a Global Certificate and if held in CDP, by transfer to a Renminbi bank account maintained in Singapore in accordance with prevailing CDP rules and procedures, and if held in the CMU Service, by transfer to a Renminbi bank account maintained in Hong Kong, in accordance with prevailing CMU rules and procedures, or (ii) when Renminbi Notes are in definitive form, by transfer to a Renminbi bank account maintained in Singapore or Hong Kong in accordance with prevailing rules and regulations. Other than as described in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be, the relevant Issuer cannot be required to make payment by any other means (including in bank notes, by cheque or draft, or by transfer to a bank account in the PRC).

Terms and Conditions of the Senior Notes

The following, except for paragraphs in italics, is the text of the terms and conditions of the Senior Notes that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the applicable Final Terms in respect of the Senior Notes, shall be applicable to the Senior Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series of Senior Notes. Either (i) the full text of these terms and conditions together with the relevant provisions of the applicable Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. Words and expressions defined in the Trust Deed or the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated, provided that, in the event of inconsistency between the Agency Agreement and the Trust Deed, the Trust Deed will prevail and in the event of inconsistency between the Agency Agreement or the Trust Deed and the applicable Final Terms, the applicable Final Terms will prevail. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. These Conditions shall be applicable to those Notes which are specified to be "Senior Notes" in the applicable Final Terms. References in these Conditions to "Notes" are to the Senior Notes of one Series only, not to all Notes that may be issued under the Programme.

*In these Conditions any provision marked with * shall only apply to Notes denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange, and in the case of Notes listed on the SIX Swiss Exchange, references to the applicable Final Terms contained in these Conditions shall be construed as references to the applicable Pricing Supplement.*

The Notes will be issued by either BP Capital Markets p.l.c. ("BPCM UK") or BP Capital Markets B.V. ("BPCM Netherlands") (each in its capacity as issuer of the Notes, the "Issuer") as specified in the applicable Final Terms and are constituted by a Trust Deed (amended and restated) dated 7 August 2026 (as further amended and/or supplemented and/or restated as at the date of issue of the Notes (the "Issue Date")) (the "Trust Deed") between BPCM UK, BPCM Netherlands, BP p.l.c. (the "Guarantor") and The Law Debenture Trust Corporation p.l.c. (the "Trustee", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions (the "Conditions") include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Coupons and Talons referred to below. An Agency Agreement (amended and restated) dated 8 August 2025 (as further amended and/or supplemented and/or restated as at the Issue Date, the "Agency Agreement") has been entered into in relation to the Notes between BPCM UK, BPCM Netherlands, the Guarantor, the Trustee, Citibank, N.A., London Branch as initial issuing and paying agent (except as otherwise described below), transfer agent, calculation agent and Canadian authentication agent, Citicorp Investment Bank (Singapore) Limited as issuing and paying agent for Notes to be cleared through the computerised system (the "CDP System") operated by The Central Depository (Pte) Limited ("CDP"), Citicorp International Limited as lodging agent and issuing and paying agent for Notes to be held in the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the "CMU Service") and as registrar for Notes to be held in the CMU Service and Notes to be cleared through the CDP System, Citibank Europe PLC as registrar (except as otherwise described above) and the other agents named in it. The issuing and paying agent, the transfer agent, the paying agents, the Canadian authentication agent, the CDP issuing and paying agent, the CMU lodging agent, the CMU issuing and paying agent, the registrars and the calculation agent(s) for the time being (if any) are referred to below, respectively, as the "Issuing and Paying Agent", the "Transfer Agents" (which expression shall include the Registrar), the "Paying Agents" (which expression shall include the Issuing and Paying Agent), the "Canadian Authentication Agent", the "CDP Issuing and Paying Agent", the "CMU Lodging Agent", the "CMU Issuing and Paying Agent", the

"Registrar" and the "Calculation Agent(s)" (together, the "Agents"). For the purposes of these Conditions, all references to the Issuing and Paying Agent shall, (i) with respect to a Series of Notes to be held in the CDP, be deemed to be a reference to Citicorp Investment Bank (Singapore) Limited ("the CDP Issuing and Paying Agent"), (ii) with respect to a Series of Notes to be held in the CMU Service, be deemed to be a reference to Citicorp International Limited (the "CMU Lodging Agent" and/or the "CMU Issuing and Paying Agent" as applicable) and (iii) for any other Notes, be deemed to be a reference to Citibank, N.A., London Branch or its successors under the Agency Agreement. Copies of the Trust Deed, the Agency Agreement and the applicable Final Terms, (i) are available for inspection, free of charge, during usual business hours at the registered office of the Trustee (presently at 8th Floor, 100 Bishopsgate, London EC2N 4AG) and at the specified offices of the Paying Agents and the Transfer Agents or (ii) may be provided by email to a Noteholder following prior written request to the Trustee, the relevant Paying Agent or the relevant Transfer Agent therefor and provision of proof of holding and identity (in a form satisfactory to the Trustee, the relevant Paying Agent or the relevant Transfer Agent, as the case may be). If the Notes are to be admitted to trading on the main market of the London Stock Exchange, the applicable Final Terms will be published on the website of the London Stock Exchange through a regulatory information service.

The Noteholders, the holders (the "Couponholders") of the interest coupons (the "Coupons") appertaining to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "Talons") are entitled to the benefit of, are bound by, and are deemed to have notice of, all of the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

1 Form, Denomination and Title

The Notes are issued in bearer form ("Bearer Notes", which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form ("Registered Notes") or in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes"), in each case in the Specified Currency and the Specified Denomination(s) specified in the applicable Final Terms.

All Registered Notes shall have the same Specified Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Specified Denomination as the lowest Specified Denomination of Exchangeable Bearer Notes.

The Notes are Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

Registered Notes are represented by registered certificates ("Certificates") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Coupons and Talons shall pass by delivery outside the United States. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "Register"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Certificate, Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "Noteholder" means the bearer of any Bearer Note and or the person in whose name a Registered Note is registered (as the case may be), "holder" (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them in the applicable Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

2 Exchange of Exchangeable Bearer Notes and Transfers of Registered Notes

(a) Exchange of Exchangeable Bearer Notes

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same aggregate principal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 6(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor.

(c) Exercise of Options or Partial Redemption in Respect of Registered Notes

In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) Delivery of New Certificates

Each new Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall be available for delivery within five business days of receipt of the request for exchange, form of transfer or Exercise Notice or surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in

the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent (as defined in the Agency Agreement) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(e) Exchange Free of Charge

Exchange and transfer of Notes and Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax, duty or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(f) Closed Period

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 5(d), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

3 Guarantee and Status

(a) Guarantee

Pursuant to the Trust Deed, the Guarantor has unconditionally and irrevocably guaranteed (the "Guarantee") the due payment of all sums expressed to be payable by the Issuer under the Trust Deed, the Notes issued by it, and the relevant Coupons.

(b) Status of Notes and Guarantee

The Notes and the Coupons constitute unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and the Coupons and of the Guarantor under the Guarantee shall, save for such exceptions as may be provided by applicable laws, at all times rank at least equally with all other unsecured and unsubordinated indebtedness of the Issuer and the Guarantor, respectively, present and future.

4 Interest and other Calculations

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from, and including, the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date.

If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (B) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (C) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day. If the applicable Final Terms specify that the Business Day Convention is "unadjusted", any such adjustment to an Interest Payment Date (or other date) shall not affect the amount of interest payable in respect of a Fixed Rate Note and, for the purposes of the determination of any amount in respect of interest and the applicable Day Count Fraction, the number of days in the relevant period shall be calculated on the basis that no adjustment has been made to the relevant Interest Payment Date (or other date).

In the case of Bearer Notes in definitive form, if a Fixed Coupon Amount or a Broken Amount is specified in the applicable Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and, in the case of the Broken Amount, will be payable on the particular Interest Payment Date(s) specified in the applicable Final Terms.

Except in the case of Bearer Notes in definitive form where a Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

(A) in the case of Fixed Rate Notes which are (i) represented by a Global Note or a Global Certificate or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (x) the Fixed Rate Notes represented by such Global Note or Global Certificate or (y) such Registered Notes; or

(B) in the case of Fixed Rate Notes which are Bearer Notes in definitive form, the Calculation Amount specified in the applicable Final Terms,

and, in each case, multiplying such sum by the applicable Day Count Fraction. The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable, to the Calculation Amount in the case of Fixed Rate Notes which are Bearer Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding

(b) Interest on Floating Rate Notes

(i) Interest Payment Dates

Each Floating Rate Note bears interest from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. Such Interest Payment Date(s) is/are either shown in the applicable Final Terms as Specified Interest Payment Dates, or if no Specified Interest Payment

Date(s) is/are shown in the applicable Final Terms, "Interest Payment Date" shall mean each date which falls the number of months or other period shown in the applicable Final Terms as the Specified Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) Business Day Convention

If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) Rate of Interest for Floating Rate Notes

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the applicable Final Terms and the provisions below.

(A) Screen Rate Determination for Floating Rate Notes referencing SONIA or SOFR

(I) *Screen Rate Determination for Floating Rate Notes –Compounded Daily SONIA – Non-Index Determination:*

This Condition 4(b)(iii)(A)(I) applies where the applicable Final Terms specifies (i) the Reference Rate as being "Compounded Daily SONIA" and (ii) Index Determination to be "Not Applicable".

(aa) The Rate of Interest for each Interest Accrual Period will, subject as provided below and in Condition 4(c) (*Benchmark Discontinuation*), be Compounded Daily SONIA with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.

"Compounded Daily SONIA" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling Overnight Index Average ("SONIA") as the reference rate for the calculation of interest) as calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest fourth decimal place, with 0.00005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_i \times n_i}{365}\right)-1\right] x \frac{365}{d} \qquad \text{where:}$$

"*d*" is the number of calendar days in:

(1) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or

(2) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

"d_o" is the number of London Banking Days in:

(1) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or

(2) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

"*i*" is a series of whole numbers from one to "d_o", each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

(1) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or

(2) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

"London Banking Day" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"n_i", for any London Banking Day "*i*", means the number of calendar days from (and including) such London Banking Day "*i*" up to (but excluding) the following London Banking Day;

"Observation Period" means the period from (and including) the date falling "*p*" London Banking Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling "*p*" London Banking Days prior to (i) the Interest Period Date for such Interest Accrual Period or (B) if the Notes become due and payable on a date other than an Interest Period Date, the date on which the relevant payment of interest falls due;

"*p*" means:

(1) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of London Banking Days specified as the "Lag Period" in the applicable Final Terms (or, if no such number is so specified, five London Banking Days); or

(2) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of London Banking Days specified as the "Observation Shift Period" in the applicable Final Terms (or, if no such number is so specified, five London Banking Days);

the "SONIA reference rate" means, in respect of any London Banking Day "LBD_x", a reference rate equal to the daily SONIA rate for such LBD_x, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Banking Day immediately following such LBD_x; and

"$SONIA_i$" means, in respect of any London Banking Day "*i*":

(1) where "Lag" is specified as the Observation Method in the applicable Final Terms, the SONIA reference rate in respect of the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "*i*"; or

(2) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the SONIA reference rate in respect of the relevant London Banking Day "*i*".

(bb) If, where any Rate of Interest is to be calculated pursuant to Condition 4(b)(iii)(A)(I) above, in respect of any London Banking Day in the relevant Observation Period or the relevant Interest Accrual Period, as applicable, the Calculation Agent determines that the applicable SONIA reference rate has not been made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the Calculation Agent shall determine the SONIA reference rate in respect of such London Banking Day as being:

(1) the sum of (i) the Bank of England's Bank Rate (the "Bank Rate") prevailing at 5.00 p.m. (London time) (or, if earlier, close of business) on such London Banking Day; and (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five London Banking Days in respect of which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if

there is more than one lowest spread, one only of those lowest spreads); or

(2) if the Bank Rate under (1)(i) above is not available at the relevant time, either (A) the SONIA reference rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day in respect of which the SONIA reference rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (B) if this is more recent, the latest rate determined under (1) above,

and, in each case, references to "SONIA reference rate" in Condition 4(b)(iii)(A)(I)(aa) above shall be construed accordingly.

(cc) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 4(b)(iii)(A)(I), the Rate of Interest shall be:

(1) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Accrual Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Accrual Period); or

(2) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Notes for the first scheduled Interest Accrual Period had the Notes been in issue for a period equal in duration to the first scheduled Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (and applying the Margin and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest, applicable to the first scheduled Interest Accrual Period),

in each case as determined by the Calculation Agent.

(dd) If the Notes become due and payable in accordance with Condition 9, the final Rate of Interest shall be calculated for the period from (and including) the previous Interest Payment Date to (but excluding) the date on which the Notes become so due and payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest

continues to accrue thereon as provided in Condition 4(e) and the Trust Deed.

(II) Screen Rate Determination for Floating Rate Notes –Compounded Daily SONIA – Index Determination:

This Condition 4(b)(iii)(A)(II) applies where the applicable Final Terms specifies (i) the Reference Rate as being "Compounded Daily SONIA" and (ii) Index Determination to be "Applicable".

(aa) The Rate of Interest for each Interest Accrual Period will, subject as provided below and in Condition 4(c) (*Benchmark Discontinuation*), be Compounded Daily SONIA (Index Rate) with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.

"Compounded Daily SONIA (Index Rate)" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment in Sterling (with SONIA as the reference rate for the calculation of interest) as calculated by the Calculation Agent by reference to the screen rate or index for Compounded Daily SONIA rates administered by the administrator of the SONIA reference rate that is provided by such administrator to authorised distributors and then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the relevant Interest Determination Date, as further specified in the applicable Final Terms, (the "SONIA Compounded Index") and in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest fourth decimal place, with 0.00005 being rounded upwards):

$$\left(\frac{SONIA\ Index_{End}}{SONIA\ Index_{Start}} - 1\right) x\ \frac{365}{d}$$

where:

"*d*" is the number of calendar days from (and including) the day in relation to which "SONIA $Index_{Start}$" is determined to (but excluding) the day in relation to which "SONIA $Index_{End}$" is determined;

"London Banking Day" has the meaning set out in Condition 4(b)(iii)(A)(I) above;

"Relevant Number" means the number specified as such in the applicable Final Terms (or, if no such number is specified, five);

"*SONIA Index*$_{End}$" means, with respect to an Interest Accrual Period, the SONIA Compounded Index determined in relation to the London Banking Day falling the Relevant Number of London Banking Days prior to (i) the Interest Period Date for such Interest Accrual Period, or (ii) if the Notes become due and payable on a date other than an Interest Period Date, the date on which the relevant payment of interest falls due; and

"*SONIA Index*$_{Start}$" means, with respect to an Interest Accrual Period, the SONIA Compounded Index determined in relation to the London Banking Day falling the Relevant Number of London Banking Days prior to the first day of such Interest Accrual Period.

(bb) If the relevant SONIA Compounded Index is not published or displayed by the administrator of the SONIA reference rate or other information service by 5.00 p.m. (London time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SONIA reference rate or of such other information service, as the case may be) on the relevant Interest Determination Date, Compounded Daily SONIA (Index Rate) for the applicable Interest Accrual Period for which the SONIA Compounded Index is not available shall be "Compounded Daily SONIA" determined in accordance with Condition 4(b)(iii)(A)(I) above as if "Index Determination" were specified in the applicable Final Terms as being "Not Applicable", and for these purposes: (I) the "Observation Method" shall be deemed to be "Observation Shift", and (II) the "Observation Shift Period" shall be deemed to be equal to the Relevant Number of London Banking Days, as if those alternative elections had been made in the applicable Final Terms.

(cc) If the Notes become due and payable in accordance with Condition 9, the final Rate of Interest shall be calculated for the period from (and including) the previous Interest Payment Date to (but excluding) the date on which the Notes become so due and payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 4(e) and the Trust Deed.

(III) *Screen Rate Determination for Floating Rate Notes – Compounded Daily SOFR – Non-Index Determination*

This Condition 4(b)(iii)(A)(III) applies where the applicable Final Terms specifies (i) the Reference Rate as being "Compounded Daily SOFR" and (ii) Index Determination to be "Not Applicable".

(aa) The Rate of Interest for each Interest Accrual Period will, subject as provided below and in Condition 4(c) (*Benchmark Discontinuation*),

be Compounded Daily SOFR with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.

"Compounded Daily SOFR" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily U.S. dollars secured overnight financing rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SOFR_i \text{ x } \mathrm{n_i}}{D}\right)-1\right] \text{ x } \frac{D}{d}$$

where:

"*d*" is the number of calendar days in:

(1) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or

(2) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

"*D*" is the number specified as such in the applicable Final Terms (or, if no such number is specified, 360);

"d_o" means:

(1) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period; or

(2) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days in the relevant Observation Period;

"*i*" is a series of whole numbers from one to "d_o", each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

(1) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or

(2) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

"Lock-Out Period" means the period from (and including) the day following the Interest Determination Date to (but excluding) the corresponding Interest Payment Date;

"n_i" for any U.S. Government Securities Business Day "*i*", means the number of calendar days from (and including) such U.S. Government Securities Business Day "*i*" up to (but excluding) the following U.S. Government Securities Business Day;

"Observation Period" means the period from (and including) the date falling "p" U.S. Government Securities Business Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling "p" U.S. Government Securities Business Days prior to (i) the Interest Period Date for such Interest Accrual Period or (ii) if the Notes become due and payable on a date other than an Interest Period Date, the date on which the relevant payment of interest falls due;

"*p*" means:

(1) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days specified as the "Lag Period" in the applicable Final Terms (or, if no such number is so specified, five U.S. Government Securities Business Days);

(2) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, zero U.S. Government Securities Business Days; or

(3) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days specified as the "Observation Shift Period" in the applicable Final Terms (or, if no such number is specified, five U.S. Government Securities Business Days);

"Reference Day" means each U.S. Government Securities Business Day in the relevant Interest Accrual Period, other than any U.S. Government Securities Business Day in the Lock-Out Period;

"SOFR" in respect of any U.S. Government Securities Business Day ("USBDx"), is a reference rate equal to the daily secured overnight financing rate for such USBDx as provided by the SOFR Administrator on the SOFR Administrator's Website, in each case at or around 3.00 p.m. (New York City time) on the U.S. Government Securities Business Day immediately following such USBDx;

"$SOFR_i$" means:

(1) where "Lag" is specified as the Observation Method in the applicable Final Terms, SOFR in respect of the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "i";

(2) where "Lock-out" is specified as the Observation Method in the applicable Final Terms:

(i) in respect of any U.S. Government Securities Business Day "*i*" that is a Reference Day, SOFR in respect of the U.S. Government Securities Business Day immediately preceding such Reference Day; or

(ii) in respect of any U.S. Government Securities Business Day "*i*" that is not a Reference Day (being a U.S. Government Securities Business Day in the Lock-Out Period), SOFR in respect of the U.S. Government Securities Business Day immediately preceding the last Reference Day of the relevant Interest Accrual Period (such last Reference Day coinciding with the relevant Interest Determination Date); or

(3) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, SOFR in respect of the relevant U.S. Government Securities Business Day "i";

"SOFR Administrator" means the Federal Reserve Bank of New York or any successor administrator of SOFR;

"SOFR Administrator's Website" means the website of the SOFR Administrator from time to time or any successor website of the SOFR Administrator or the website of any successor SOFR Administrator; and

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(bb) If, where any Rate of Interest is to be calculated pursuant to this Condition 4(b)(iii)(A)(III), in respect of any U.S. Government Securities Business Day in respect of which an applicable SOFR is required to be determined, such SOFR is not available, such SOFR shall be the SOFR for the first preceding U.S. Government Securities

Business Day in respect of which the SOFR was published on the SOFR Administrator's Website.

(cc) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 4(b)(iii)(A)(III), the Rate of Interest shall be calculated in accordance, *mutatis mutandis*, with the provisions of Condition 4(b)(iii)(A)(I)(cc).

(dd) If the Notes become due and payable in accordance with Condition 9, the final Rate of Interest shall be calculated for the period from (and including) the previous Interest Payment Date to (but excluding) the date on which the Notes become so due and payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 4(e) and the Trust Deed.

(IV) *Screen Rate Determination for Floating Rate Notes – Weighted Average SOFR*

This Condition 4(b)(iii)(A)(IV) applies where the applicable Final Terms specifies (i) the Reference Rate as being "Weighted Average SOFR" and (ii) Index Determination to be "Not Applicable".

(aa) The Rate of Interest for each Interest Accrual Period will, subject as provided below and in Condition 4(c) (*Benchmark Discontinuation*), be Weighted Average SOFR with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as calculated by the Calculation Agent as of the Interest Determination Date (and rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards), where:

"Weighted Average SOFR" means:

(1) where "Lag" is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the SOFR in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant SOFR by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes, the SOFR in effect for any calendar day which is not a U.S. Government Securities Business Day shall be deemed to be the SOFR in effect for the U.S. Government Securities Business Day immediately preceding such calendar day; and

(2) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the SOFR in effect for each calendar day during the relevant Interest Accrual Period, calculated by multiplying each relevant SOFR by the

number of days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Accrual Period, provided however that for any calendar day of such Interest Accrual Period falling in the Lock-Out Period, the relevant SOFR for each day during that Lock-Out Period will be deemed to be the SOFR in effect for the Reference Day immediately preceding the first day of such Lock-Out Period. For these purposes, the SOFR in effect for any calendar day which is not a U.S. Government Securities Business Day shall, subject to the proviso above, be deemed to be the SOFR in effect for the U.S. Government Securities Business Day immediately preceding such calendar day.

Defined terms used in this Condition 4(b)(iii)(A)(IV) and not otherwise defined herein have the meanings given to them in Condition 4(b)(iii)(A)(III).

(bb) If, where any Rate of Interest is to be calculated pursuant to this Condition 4(b)(iii)(A)(IV), in respect of any U.S. Government Securities Business Day in respect of which an applicable SOFR is required to be determined, such SOFR is not available, such SOFR shall be the SOFR for the first preceding U.S. Government Securities Business Day in respect of which the SOFR was published on the SOFR Administrator's Website.

(cc) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 4(b)(iii)(A)(IV), the Rate of Interest shall be calculated in accordance, *mutatis mutandis*, with the provisions of Condition 4(b)(iii)(A)(I)(cc).

(dd) If the Notes become due and payable in accordance with Condition 9, the final Rate of Interest shall be calculated for the period from (and including) the previous Interest Payment Date to (but excluding) the date on which the Notes become so due and payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 4(e) and the Trust Deed.

(V) *Screen Rate Determination for Floating Rate Notes – SOFR – Index Determination*

This Condition 4(b)(iii)(A)(V) applies where the applicable Final Terms specifies (i) the Reference Rate as being "Compounded Daily SOFR" and (ii) Index Determination to be "Applicable".

(aa) The Rate of Interest for each Interest Accrual Period will, subject as provided below and in Condition 4(c) (*Benchmark Discontinuation*), be Compounded Daily SOFR (Index Rate) with respect to such

Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.

"Compounded Daily SOFR (Index Rate)" means, with respect to an Interest Accrual Period, the rate (expressed as a percentage and rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) determined by the Calculation Agent in accordance with the following formula:

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1\right) \text{ x } \frac{360}{d_c}$$

where:

"d_c" is the number of calendar days from (and including) the day in relation to which *SOFR Index*$_{Start}$ is determined to (but excluding) the day in relation to which *SOFR Index*$_{End}$ is determined;

"Relevant Number" is the number specified as such in the applicable Final Terms (or, if no such number is specified, five);

"SOFR" means the daily secured overnight financing rate as provided by the SOFR Administrator on the SOFR Administrator's Website;

"SOFR Administrator" means the Federal Reserve Bank of New York or any successor administrator of SOFR;

"SOFR Administrator's Website" means the website of the SOFR Administrator from time to time or any successor website of the SOFR Administrator or the website of any successor administrator of SOFR;

"SOFR Index Value", with respect to any U.S. Government Securities Business Day, means the SOFR index value as published by the SOFR Administrator as such index value appears on the SOFR Administrator's Website at or around 3.00 p.m. (New York time) on such U.S. Government Securities Business Day (the "SOFR Determination Time");

"*SOFR Index*$_{End}$", with respect to an Interest Accrual Period, is the SOFR Index Value for the U.S. Government Securities Business Day which is the Relevant Number of U.S. Government Securities Business Days prior to (i) the Interest Period Date for such Interest Accrual Period, or (B) if the Notes become due and payable on a date other than an Interest Period Date, the date on which the relevant payment of interest falls due;

"*SOFR Index*$_{Start}$", with respect to an Interest Accrual Period, is the SOFR Index Value for the U.S. Government Securities Business Day which is the Relevant Number of U.S. Government Securities Business Days preceding the first day of such Interest Accrual Period; and

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(bb) If, as at any relevant SOFR Determination Time, the relevant SOFR Index Value is not published or displayed on the SOFR Administrator's Website by the SOFR Administrator, the Compounded Daily SOFR (Index Rate) for the applicable Interest Accrual Period for which the relevant SOFR Index Value is not available shall be "Compounded Daily SOFR" determined in accordance with Condition 4(b)(iii)(A)(III) above as if "Index Determination" were specified in the applicable Final Terms as being "Not Applicable", and for these purposes: (i) the "Observation Method" shall be deemed to be "Observation Shift" and (ii) the "Observation Shift Period" shall be deemed to be equal to the Relevant Number of U.S. Government Securities Business Days, as if such alternative elections had been made in the applicable Final Terms.

(cc) If the Notes become due and payable in accordance with Condition 9, the final Rate of Interest shall be calculated for the period from (and including) the previous Interest Payment Date to (but excluding) the date on which the Notes become so due and payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 4(e) and the Trust Deed.

(B) Screen Rate Determination for Floating Rate Notes not referencing SONIA or SOFR

This Condition 4(b)(iii)(B) applies where the applicable Final Terms specifies the Reference Rate as being "EURIBOR" for a specified period.

(aa) The Rate of Interest for each Interest Accrual Period shall be the published rate for the Euro-zone interbank offered rate ("EURIBOR") for the period specified as the Reference Rate in the applicable Final Terms which appears on the Relevant Screen Page as at 11.00 a.m. (Brussels time) (the "Specified Time") on the Interest Determination Date in question, plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.

If the Relevant Screen Page is not available or no published rate for EURIBOR for the period specified as the Reference Rate in the applicable Final Terms appears at the Specified Time, unless a Benchmark Event (as defined in Condition 4(c) (*Benchmark Discontinuation*) below), has occurred in relation to EURIBOR for the relevant period prior to the Specified Time on the relevant Interest Determination Date, the Rate of Interest will be determined by the Calculation Agent as the published rate for EURIBOR for the relevant period which appeared on the Relevant Screen Page as at the Specified Time on the last preceding Business Day prior to the Interest Determination Date for which the Relevant Screen Page was available or in respect of which such published rate was available, plus or minus the Margin (if any).

If the Relevant Screen Page is not available or no published rate for EURIBOR for the period specified as the Reference Rate in the applicable Final Terms appears at the Specified Time and a Benchmark Event has occurred in relation to EURIBOR for the relevant period, the Rate of Interest will, unless "Compounded Daily €STR Fallback" is specified as "Not Applicable" in the applicable Final Terms, be determined in accordance with the following provisions of this Condition 4(b)(iii)(B).

Notwithstanding the preceding terms of this Condition 4(b)(iii)(B), if "Compounded Daily €STR Fallback" is specified as "Applicable" in the applicable Final Terms and the Rate of Interest is to be determined in accordance with the following provisions of this Condition 4(b)(iii)(B) but a Benchmark Event has occurred in relation to €STR, Condition 4(c) (*Benchmark Discontinuation*) shall apply.

Where a Benchmark Event has occurred in relation to EURIBOR for the period specified as the Reference Rate in the applicable Final Terms prior to the Specified Time on the Interest Determination Date for any Interest Accrual Period and "Compounded Daily €STR Fallback" is specified as "Applicable" in the applicable Final Terms, the Rate of Interest for the relevant Interest Accrual Period will be Compounded Daily €STR (as adjusted by the €STR Adjustment Spread) with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent. The €STR Adjustment Spread (which may be positive, negative or zero) shall be applied to Compounded Daily €STR for all future Interest Accrual Periods for which the Rate of Interest is determined by reference to Compounded Daily €STR.

"€STR Adjustment Spread" means a spread (which may be positive, negative or zero) or formula or methodology for calculating a spread,

which is to be applied to Compounded Daily €STR and is the spread, formula or methodology which:

(I) is formally recommended in relation to the replacement of EURIBOR for the period specified as the Reference Rate in the applicable Final Terms with Compounded Daily €STR by (i) the €STR Administrator or (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the €STR Administrator or (2) the Financial Stability Board or any part thereof; or

(II) if no such formal recommendation has been made, the Issuer determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference EURIBOR for the relevant period, where such rate has been replaced by Compounded Daily €STR; or

(III) if neither (I) nor (II) above applies, the Issuer determines as being the industry standard for over-the-counter derivative transactions which reference EURIBOR for the relevant period, where such rate has been replaced by Compounded Daily €STR; or

(IV) if neither (I), (II) nor (III) above applies, the Issuer in its discretion, determines (acting in good faith and in a commercially reasonable manner) to be appropriate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the replacement of EURIBOR for the relevant period with Compounded Daily €STR.

"Compounded Daily €STR" means, in relation to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Euro Short-Term Rate ("€STR") as the reference rate for the calculation of interest) calculated by the Calculation Agent on the €STR Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{Daily\ €STR\ \times\ n_i}{360}\right)-1\right]\times\frac{360}{d}$$

where:

"*d*" means the number of calendar days in the relevant €STR Observation Period;

"*Daily €STR*" means, in respect of any T2 Business Day "*i*", the €STR reference rate for such T2 Business Day "i";

"d_o" means the number of T2 Business Days in the relevant €STR Observation Period;

"€STR Administrator" means the European Central Bank or any successor administrator of €STR;

"€STR Administrator's Website" means the website of the €STR Administrator from time to time or any successor website of the €STR Administrator or the website of any successor €STR Administrator;

"€STR Interest Determination Date" means the date falling five T2 Business Days prior to the relevant Interest Period Date;

"€STR Observation Period" means, in respect of each Interest Accrual Period, the period from (and including) the date falling five T2 Business Days prior to the first day in such Interest Accrual Period to (but excluding) the date falling five T2 Business Days prior to (i) the Interest Period Date for such Interest Accrual Period or (ii) if the Notes become due and payable on a date other than an Interest Period Date, the date on which the Notes become due and payable;

"€STR reference rate" in respect of any T2 Business Day ("TBDx"), means a reference rate equal to the €STR rate for such TBDx provided by the €STR Administrator and published, displayed or made available on the €STR Administrator's Website on the T2 Business Day immediately following TBDx (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the €STR Administrator);

"*i*" means a series of whole numbers from one to "d_o", each representing the relevant T2 Business Day in chronological order from (and including) the first T2 Business Day in the relevant €STR Observation Period;

"n_i," for any day T2 Business Day "*i*", means the number of calendar days from (and including) such day T2 Business Day to (but excluding) the following T2 Business Day; and

"T2 Business Day" means a day on which T2 is open.

(bb) If, where any Rate of Interest is to be calculated by reference to Compounded Daily €STR pursuant to this Condition 4(b)(iii)(B), in respect of any T2 Business Day in respect of which the €STR reference rate is required to be determined, such €STR reference rate is not

available, such €STR reference rate shall be the €STR reference rate for the first preceding T2 Business Day in respect of which the €STR reference rate was published on the €STR Administrator's Website.

(cc) Where the Rate of Interest is determined by reference to Compounded Daily €STR in accordance with the above provisions of this Condition 4(b)(iii)(B), if the Notes become due and payable in accordance with Condition 9, the final Rate of Interest shall be calculated for the period from (and including) the previous Interest Payment Date to (but excluding) the date on which the Notes become so due and payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 4(e) and the Trust Deed.

(C) Linear Interpolation

Where Linear Interpolation is specified hereon as applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period, provided however, that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer determines appropriate.

For the purposes of this Condition 4(b)(iii)(C), "Applicable Maturity" means the period of time designated in the Reference Rate.

(c) Benchmark Discontinuation

(i) Independent Adviser and Issuer

This Condition 4(c) applies only to Floating Rate Notes unless Benchmark Discontinuation is specified in the applicable Final Terms to be "Not Applicable", and save that it shall not apply where "Compounded Daily €STR Fallback" is specified as "Applicable" in the applicable Final Terms and no Benchmark Event has occurred in relation to €STR.

If a Benchmark Event occurs in relation to an Original Reference Rate at any time when these Conditions provide for any remaining Rate of Interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions of this Condition 4(c) shall apply:

(A) the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(c)(ii)) and, in either case, an Adjustment Spread (in accordance with Condition 4(c)(iii)) and any Benchmark Amendments (in accordance with Condition 4(c)(iv)), by no later than five London Business Days prior to the Interest Determination Date relating to the next Interest

Period for which the Rate of Interest (or any component part thereof) is to be determined by reference to the Original Reference Rate (the "IA Determination Cut-off Date");

(B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate, failing which an Alternative Rate, and/or (in either case) the applicable Adjustment Spread, prior to the relevant IA Determination Cut-off Date in accordance with Condition 4(c)(i)(A), the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(c)(ii)) and, in either case, an Adjustment Spread (in accordance with Condition 4(c)(iii)) and any Benchmark Amendments (in accordance with Condition 4(c)(iv)), by no later than five London Business Days prior to the Interest Determination Date relating to the next Interest Period for which the Rate of Interest (or any component part thereof) is to be determined by reference to the Original Reference Rate; and

(C) if (x) the Independent Adviser determines a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread (in accordance with Condition 4(c)(i)) but fails to determine the Benchmark Amendments, or (y) the Issuer determines a Successor Rate, failing which an Alternative Rate and, prior to the relevant IA Determination Cut-off Date in either case, an Adjustment Spread (in accordance with Condition 4(c)(ii)), then, in either case, the Issuer shall determine the Benchmark Amendments by no later than five London Business Days prior to the Interest Determination Date relating to the next Interest Period for which the Rate of Interest (or any component part thereof) is to be determined by reference to the Original Reference Rate.

An Independent Adviser appointed pursuant to this Condition 4(c)(i) shall act in good faith and in a commercially reasonable manner and (in the absence of manifest error, bad faith or fraud) shall have no liability whatsoever to the Trustee, the Calculation Agent, any Agent or the Noteholders for any determination made by it pursuant to this Condition 4(c)(i).

In this Condition 4(c), "London Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

(ii) Successor Rate or Alternative Rate

If the Independent Adviser or the Issuer, as applicable (in accordance with Condition 4(c)(i)), determines that:

(A) there is a Successor Rate, such Successor Rate shall (subject to adjustment as provided in Condition 4(c)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4(c)); or

(B) there is no Successor Rate but that there is an Alternative Rate, such Alternative Rate shall (subject to adjustment as provided in Condition 4(c)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4(c)).

(iii) Adjustment Spread

If any Successor Rate or Alternative Rate is determined in accordance with Condition 4(c)(i), the Independent Adviser or the Issuer, as applicable (in accordance with Condition 4(c)(i)), shall determine an Adjustment Spread (which may be expressed as a specified quantum or a formula or methodology for determining the applicable Adjustment Spread (and, for the avoidance of doubt, an Adjustment Spread may be positive, negative or zero)), which Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(iv) Benchmark Amendments

If any Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread is determined in accordance with this Condition 4(c) and the Independent Adviser or the Issuer, as applicable, acting in good faith and a commercially reasonable manner determines (A) that amendments to these Conditions and/or the Trust Deed and/or the Agency Agreement are necessary to follow market practice or give effect to any application of this Condition 4(c) and to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) Adjustment Spread (such amendments, the "Benchmark Amendments") and (B) the terms of the Benchmark Amendments, the Issuer and the Guarantor shall, subject to the Issuer giving notice to the Trustee, the Calculation Agent and the Noteholders thereof in accordance with Condition 4(c)(v), without any requirement for the consent or approval of Noteholders or Couponholders vary these Conditions and/or the Trust Deed and/or the Agency Agreement, as applicable, to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee of a certificate signed by a director or a duly Authorised Signatory of the Issuer pursuant to Condition 4(c)(v), the Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders or Couponholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed and/or the Agency Agreement), provided that the Trustee shall not be obliged so to concur if in the opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or protective provisions afforded to the Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way and the Trustee shall not be liable to any party for any consequences thereof.

In connection with any such variation in accordance with this Condition 4(c)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notice

The Issuer will promptly notify the Trustee, the Agents, the Calculation Agent and, in accordance with Condition 15, the Noteholders promptly of any Successor Rate, Alternative Rate, Adjustment Spread, the specific terms of any Benchmark

Amendments determined under this Condition 4(c) and the specific terms of any amendments to these Conditions, the Agency Agreement and/or the Trust Deed. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee a certificate signed by a director or a duly Authorised Signatory of the Issuer:

(A) confirming (a) that a Benchmark Event has occurred, (b) the Successor Rate or, as the case may be, the Alternative Rate, (c) the applicable Adjustment Spread and (d) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(c); and

(B) certifying that the Benchmark Amendments (if any) are necessary to follow market practice or give effect to any application of this Condition 4(c) and to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Trustee shall be entitled to rely on such certificate (without further enquiry or liability to any person) as sufficient evidence thereof.

The Trustee shall not be liable to the Noteholders or any other person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.

Without prejudice to the Trustee's ability to rely on such certificate (as aforesaid), the Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error, bad faith or fraud in the determination of the Successor Rate or Alternative Rate and the applicable Adjustment Spread and the Benchmark Amendments (if any)) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Agents, the Noteholders and, if applicable, the Couponholders as of their effective date.

(vi) Fallbacks

Without prejudice to the obligations of the Issuer and the Guarantor under the provisions of this Condition 4(c), the Original Reference Rate and the fallback provisions provided for in Condition 4(b)(iii)(A) and Condition 4(b)(iii)(B) will continue to apply unless and until a Benchmark Event has occurred and the Trustee, the Agents and the Calculation Agent have been notified of the Successor Rate or the Alternative Rate (as the case may be) and the Adjustment Spread and any Benchmark Amendments in accordance with this Condition 4(c).

If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest (or any component part thereof) on the relevant Interest Determination Date, no Successor Rate or Alternative Rate (as applicable) or (in either case) applicable Adjustment Spread is determined and notified to the Calculation Agent, in each case in accordance with this Condition 4(c), by five London Business Days prior to such Interest Determination Date, the Original Reference Rate will continue to apply for the purposes of determining such Rate of Interest (or any

component part thereof) on such Interest Determination Date, with the effect that the fallback provisions provided for in Condition 4(b)(iii)(A) and Condition 4(b)(iii)(B) will (if applicable) continue to apply to such determination.

For the avoidance of doubt, this Condition 4(c)(vi) shall apply to the determination of the Rate of Interest (or any component part thereof) on the relevant Interest Determination Date only, and the Rate of Interest (or any component part thereof) applicable to any subsequent Interest Period(s) is subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(c).

Notwithstanding any other provision of this Condition 4(c), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments, in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation required under these Conditions using any such Successor Rate, Alternative Rate, Adjustment Spread or pursuant to any such Benchmark Amendments, as applicable, the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own bad faith or wilful default or that of its officers, employees or agents) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such bad faith or wilful default or that of its officers, employees or agents) shall not incur any liability for not doing so.

(vii) Definitions

In these Conditions:

"Adjustment Spread" means either (x) a spread (which may be positive, negative or zero), or (y) a formula or methodology for calculating a spread, which in either case is to be applied to the Successor Rate or the Alternative Rate (as the case may be) in accordance with Condition 4(c)(iii), and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(B) in the case of an Alternative Rate or (where (A) above does not apply) in the case of a Successor Rate, the Independent Adviser or the Issuer, as applicable, determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(C) (if the Independent Adviser or the Issuer, as applicable, determines that neither (A) nor (B) above applies) the Independent Adviser or the Issuer, as applicable, determines as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

"Alternative Rate" means an alternative to the Original Reference Rate which the Independent Adviser or the Issuer, as applicable, determines in accordance with Condition 4(c)(ii) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) for debt securities with a commensurate interest period and in the same Specified Currency as the Notes, or if the Independent Adviser or the Issuer, as applicable, determines that there is no such rate, such other rate as the Independent Adviser or the Issuer, as applicable, determines in its sole discretion is most comparable to the Original Reference Rate.

"Benchmark Amendments" has the meaning given to it in Condition 4(c)(iv).

"Benchmark Event" means, with respect to an Original Reference Rate:

(A) the Original Reference Rate ceasing to exist or be published or administered; or

(B) the later of (1) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (2) the date falling six months prior to the specified date referred to in (B)(1); or

(C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or

(D) the later of (1) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (2) the date falling six months prior to the specified date referred to in (D)(1); or

(E) the later of (1) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date and (2) the date falling six months prior to the specified date referred to in (E)(1); or

(F) it has or will prior to the next Interest Determination Date become unlawful or otherwise prohibited for the Issuer, the Guarantor, the Calculation Agent, any other party specified in the applicable Final Terms as being responsible for calculating the Rate of Interest (or any component part thereof) or any Agent to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate; or

(G) the making of a public statement by the supervisor of the administrator of such Original Reference Rate announcing that such Original Reference Rate is no longer representative of, or will no longer be representative of, an underlying

market and such representativeness will not be restored (as determined by such supervisor) or may no longer be used.

"Independent Adviser" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise in the international debt capital markets appointed by the Issuer, at its own expense, under Condition 4(c)(i).

"Original Reference Rate" means the originally-specified benchmark or screen rate (as applicable) used to determine the relevant Rate of Interest (or any component part thereof) in respect of any Interest Period(s) (provided that (i) if, following one or more Benchmark Event(s), such originally-specified benchmark or screen rate (or any Successor Rate or Alternative Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Rate and a Benchmark Event subsequently occurs in respect of such Successor Rate or Alternative Rate, the term "Original Reference Rate" shall include any such Successor Rate or Alternative Rate, and (ii) if "Compounded Daily €STR Fallback" is specified as "Applicable" in the applicable Final Terms, the term "Original Reference Rate" shall include €STR).

"Relevant Nominating Body" means, in respect of an Original Reference Rate:

(A) the central bank for the currency to which the Original Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate; or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank for the currency to which the Original Reference Rate relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate, (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof.

"Successor Rate" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(d) Interest on Zero Coupon Notes

Where a Note, the Interest Basis of which is specified to be Zero Coupon, is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note (as set out in Condition 5(b)). As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Condition 5(b)).

(e) Accrual of Interest

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).

(f) Margin, Maximum/Minimum Rates of Interest, Redemption Amounts and Rounding

(i) If any Margin is specified in the applicable Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest (in the case of (x)) or the Rates of Interest for the specified Interest Accrual Periods (in the case of (y)) calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph;

(ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified in the applicable Final Terms, then any Rates of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be; and

(iii) Subject to the requirements of applicable law, for the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred- thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means 0.01 euro.

(g) Calculations

The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding principal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in the applicable Final Terms in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

(h) Determination and Publication of Rates of Interest, Interest Amounts and Final Redemption Amounts

The Calculation Agent shall as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate and calculate the Interest Amounts of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount or the Clean-up Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount or the Clean-up Redemption Amount to be notified to the Trustee, the Issuer, each of the Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (x) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (y) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period is subject to adjustment pursuant to Condition 4(b)(ii), the Interest Amounts and the Interest

Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition 4 but no publication of the Rate of Interest or the Interest Amount so calculated need be made unless the Trustee otherwise requires. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(i) Definitions

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"Authorised Signatory" means any person for the time being notified in writing by the Issuer or, as the case may be, the Guarantor to the Trustee as being authorised to sign any Notes or any certificates or reports for the purpose of these Conditions and/or the Trust Deed.

"Business Day" means:

(i) in the case of a Specified Currency other than euro, Renminbi and Singapore dollars, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency (which, if the Specified Currency is Canadian dollars, shall be Toronto); and/or

(ii) in the case of euro a day on which the real-time gross settlement system operated by the Eurosystem (or any replacement or successor therefor) ("T2") is open (a "T2 Business Day"); and/or

(iii) in the case of Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong; and/or

(iv) in the case of Singapore dollars, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore; and/or

(v) in the case of a Specified Currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centres or, if no currency is indicated, generally in each of the Business Centres,

provided that, for the avoidance of doubt, notwithstanding the above, if one or more Business Centres is specified in the applicable Final Terms, "Business Day" shall mean a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the relevant Specified Currency in each of such Business Centres whether or not the foregoing provisions of this definition would give the same result.

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last day of such period) (whether or not constituting an Interest Period, the "Calculation Period"):

(i) in respect of Floating Rate Notes or Zero Coupon Notes:

(a) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;

(b) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

(c) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (x) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (y) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(d) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(e) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360\ x\ (Y_2 - Y_1)] + [30\ x\ (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(f) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360\ x\ (Y_2 - Y_1)] + [30\ x\ (M_2 - M_1)] + (D_2 - D_1)}{360}$$ where:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D_2 will be 30; and

(g) if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360\ x\ (Y_2 - Y_1)] + [30\ x\ (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31 and D_2 will be 30.

(ii) in respect of Fixed Rate Notes:

(a) if "Actual/Actual ICMA" is specified in the applicable Final Terms:

(A) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "Accrual Period") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;

(b) if "30/360" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months);

(c) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365; and

(d) if "Actual/Actual Canadian Compound Method" is specified in the applicable Final Terms, whenever it is necessary to compute any amount of accrued interest in respect of the Notes for a period of less than one full year, other than in respect of any specified Fixed Coupon Amount or Broken Amount, such interest will be calculated on the basis of the actual number of days in the Calculation Period and a year of 365 days.

"Determination Period" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

"euro-zone" means the region comprised of Member States of the European Union that adopt the single currency in accordance with the Treaty on the Functioning of the European Union, as amended (the "Treaty").

"Interest Accrual Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"Interest Amount" means the amount of interest payable, and in the case of Fixed Rate Notes which are Bearer Notes in definitive form, means the Fixed Coupon Amount or Broken Amount, as the case may be provided that if the Specified Currency is Renminbi or Hong Kong dollar, the Fixed Coupon Amount or Broken Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest, CNY0.01 (CNY0.005 being rounded upwards) in the case of Renminbi denominated Fixed Rate Notes, or HK$0.01 (HK$0.005 being rounded upwards) in the case of HK$ denominated Fixed Rate Notes.

"Interest Commencement Date" means the Issue Date or such other date as may be specified in the applicable Final Terms.

"Interest Determination Date" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the applicable Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii)

the day falling two T2 Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

"Interest Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date unless otherwise specified in the applicable Final Terms.

"Interest Period Date" means each Interest Payment Date unless otherwise specified in the applicable Final Terms.

"Issue Date" means the date of issue of the Notes.

"Rate of Interest" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions in the applicable Final Terms.

"Reference Rate" means the rate specified as such in the applicable Final Terms.

"Relevant Screen Page" means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Final Terms (or any successor or replacement page, section, caption, column or other part of a particular information service).

"Subsidiary" has the meaning provided in Section 1159 of the Companies Act 2006.

(j) Calculation Agent

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the applicable Final Terms and for so long as any Note is outstanding (as defined in the Trust Deed). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Clean-up Redemption Amount or to comply with any other requirement the Issuer shall (with the prior approval of the Trustee) appoint a leading bank or financial institution engaged in the interbank market that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(k) Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4, whether by the Calculation Agent or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Calculation Agent, the Trustee, the other Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantor, the Noteholders or the Couponholders shall attach to the Calculation Agent or the Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions pursuant to such provisions.

5 Redemption, Purchase and Options

(a) Final Redemption

Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's option in accordance with Condition 5(c), Condition 5(d), Condition 5(e), Condition 5(f) or Condition 5(g) or the Noteholders' option in accordance with Condition 5(h), each Note shall be finally redeemed on the Maturity Date specified in the applicable Final Terms at its Final Redemption Amount (which, unless otherwise provided in the applicable Final Terms, is its principal amount). In the case of Fixed Rate Notes where the Specified Currency is Renminbi, if the Maturity Date falls on a day which is not a Business Day, the Maturity Date will be the next succeeding Business Day unless it would thereby fall in the next calendar month in which event the Maturity Date shall be brought forward to the immediately preceding Business Day.

(b) Early Redemption

(i) Zero Coupon Notes

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note prior to the Maturity Date, the Early Redemption Amount in respect of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the applicable Final Terms.

(B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the applicable Final Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually. Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the applicable Final Terms.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(d). Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction specified in the applicable Final Terms.

(ii) Other Notes

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and

payable as provided in Condition 9, shall be the Final Redemption Amount unless otherwise specified hereon.

(c) Redemption for Taxation Reasons

If, as a result of any Tax Law Change, the Issuer or the Guarantor has or will become obliged to pay any additional amounts as described in Condition 7 (and such amendment or change has been evidenced by the delivery by the Issuer or the Guarantor, as the case may be, to the Trustee (who shall accept such certificate and opinion as sufficient evidence thereof) of (i) a certificate signed by one director or one Authorised Signatory of the Issuer or the Guarantor, as the case may be, on behalf of the Issuer or the Guarantor, as the case may be, stating that a Tax Law Change has occurred (irrespective of whether such amendment or change is then effective), describing the facts leading thereto and stating that such requirement cannot be avoided by the Issuer or the Guarantor, as the case may be, taking reasonable measures available to it and (ii) an opinion of independent legal advisers of recognised standing to the effect that, in their view, such Tax Law Change has occurred (irrespective of whether such amendment or change is then effective)), the Issuer may (having given not less than 30 nor more than 90 days' notice to the Trustee and to the holders in accordance with Condition 15) redeem all, but not some only, of the Notes (other than Notes in respect of which the Issuer shall have given a notice of redemption pursuant to Condition 5(d), Condition 5(e) or Condition 5(f) prior to any notice being given under this Condition 5(c)) at their Early Redemption Amount, together with accrued interest to the date fixed for such redemption, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor, as the case may be, would be required to pay such additional amounts were a payment in respect of the Notes then due.

As used in these Conditions, "Tax Law Change" means (i) a change in or proposed change in, or amendment or proposed amendment to, the laws or regulations of the relevant Tax Jurisdiction, (ii) any change in the application or official or generally published interpretation of such laws or regulations, including a decision of any court or tribunal, of the relevant Tax Jurisdiction or (iii) any interpretation or pronouncement by any relevant tax authority that provides for a position with respect to such laws or regulations or interpretation of the relevant Tax Jurisdiction that differs from the previously generally accepted position in relation to similar transactions, which in each case becomes or would become effective on or after the date on which agreement is reached to issue the first tranche of Notes.

(d) Redemption at the Option of the Issuer (Issuer Call) and Exercise of Issuer's Options

If Issuer Call is specified in the applicable Final Terms, the Issuer may, on giving: (i) not less than 10 nor more than 30 days' (or such other notice period as may be specified in the applicable Final Terms) notice to the Noteholders in accordance with Condition 15; and (ii) notice to the Trustee and the Paying Agents not less than five days' before giving the notice referred to in (i) above (which notices shall be irrevocable (other than in the circumstances set out below) and shall specify the date fixed for redemption), redeem, or exercise any Issuer's option in relation to all or, if so provided, some of the Notes on any Optional Redemption Date (other than Notes in respect of which the Issuer shall have given a notice of redemption pursuant to Condition 5(e) or Condition 5(f) prior to any notice being given under this Condition 5(d)).

Any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state the applicable condition(s) precedent and that, at the Issuer's discretion, the relevant Optional Redemption Date may be delayed until such time as any or all such conditions shall be satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) or such redemption may not occur and such notice may be revoked in the event that any or all such conditions shall not have been satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) by the Optional Redemption Date, or by the Optional Redemption Date so delayed.

Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to (but excluding) the date fixed for redemption.

Any such redemption or exercise of the Issuer's option shall relate to Notes of a principal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the applicable Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the applicable Final Terms.

All Notes in respect of which any such notice is given (and not, in the limited circumstances described above, revoked) shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition 5(d).

In the case of a partial redemption or a partial exercise of an Issuer's option, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place as the Trustee may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and stock exchange requirements, and the Notes to be redeemed ("Redeemed Notes") will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) or in accordance with the rules and procedures of such other relevant clearing system in the case of Redeemed Notes represented by a Global Note or a Global Certificate, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "Selection Date"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 15 not less than 10 days prior to the date fixed for redemption. No exchange of the Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 5(d) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 15 at least five days prior to the Selection Date.

(e) Issuer Maturity Call

If Issuer Maturity Call is specified in the applicable Final Terms, the Issuer may on giving:

(i) not less than 10 nor more than 30 days' notice (or such other notice period as may be specified in the applicable Final Terms) to the Noteholders in accordance with Condition 15; and

(ii) notice to the Trustee and the Paying Agents not less than five days' before giving the notice referred to in (i) above,

(which notices shall be irrevocable and shall specify the date fixed for redemption) redeem all, or some only, of the Notes (other than Notes in respect of which the Issuer shall have given a notice of redemption pursuant to Condition 5(d) or Condition 5(f) prior to any notice being given to Noteholders under this Condition 5(e)) on any Business Day during the period commencing on (and including) the Issuer Maturity Call Date specified in the applicable Final Terms to (and excluding) the Maturity Date, at the Final Redemption Amount specified in the applicable Final Terms, together with interest accrued to (but excluding) the date fixed for redemption.

Any such redemption shall relate to Notes of a principal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the applicable Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the applicable Final Terms.

All Notes in respect of which any such notice is given shall be redeemed on the date specified on such notice in accordance with this Condition 5(e).

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed, which shall have been drawn in such place as the Trustee may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and stock exchange requirements, and the Redeemed Notes will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) or in accordance with the rules and procedures of such other relevant clearing system in the case of Redeemed Notes represented by a Global Note or a Global Certificate, on the Selection Date. In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 15 not less than 10 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 5(e) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 15 at least five days prior to the Selection Date.

(f) Make-Whole Redemption by the Issuer

If Make-Whole Redemption by the Issuer is specified in the applicable Final Terms, the Issuer may, on giving: (i) not less than 10 nor more than 30 days' notice (or such other notice period as may be specified in the applicable Final Terms) to the Noteholders in accordance with Condition 15; and (ii) notice to the Trustee and the Paying Agents not less than five days' before giving the notice referred to in (i) above (which notices shall be irrevocable (other than in the circumstances set out below) and shall specify the date fixed for redemption (the "Make-Whole Redemption Date")), redeem all, or some only, of the Notes on any Make-Whole Redemption Date at the Make-Whole Redemption Amount together with interest accrued to (but excluding) the relevant Make-Whole Redemption Date.

Any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state the applicable condition(s) precedent and that, at the Issuer's discretion, the Make-Whole Redemption Date may be delayed until such time as any or all such conditions shall be satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) or such redemption may not occur and such notice may be revoked in the event that any or all such conditions shall not have been satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) by the Make-Whole Redemption Date, or by the Make-Whole Redemption Date so delayed.

Any such redemption shall relate to Notes of a principal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the applicable Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the applicable Final Terms.

All Notes in respect of which any such notice is given (and not, in the limited circumstances described above, revoked) shall be redeemed on the date specified on such notice in accordance with this Condition 5(f).

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed, which shall have been drawn in such place as the Trustee may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and stock exchange requirements, and the Redeemed Notes will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool

factor or a reduction in nominal amount, at their discretion) or in accordance with the rules and procedures of such other relevant clearing system in the case of Redeemed Notes represented by a Global Note or a Global Certificate, on the Selection Date. In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 15 not less than 10 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 5(f) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 15 at least five days prior to the Selection Date.

In this Condition 5(f):

"Benchmark Yield" means the yield at the Make-Whole Redemption Calculation Date of the Reference Bond.

"DA Selected Bond" means a government security or securities selected by the Determination Agent as having an actual or interpolated maturity comparable with the Remaining Term of the Notes to be redeemed, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the Remaining Term of the Notes to be redeemed.

"Determination Agent" means an independent financial institution of international repute or independent financial adviser with appropriate expertise, appointed by the Issuer at its own expense, in prior consultation with the Trustee and notified to the Noteholders in accordance with Condition 15.

"Make-Whole Redemption Amount" means the higher of: (i) the principal amount of the relevant Note to be redeemed; and (ii) the Present Value, as calculated by the Determination Agent.

"Make-Whole Redemption Calculation Date" shall be as set out in the applicable Final Terms.

"Present Value" means the sum of the present values of the remaining scheduled payments of principal and interest on the Note to be redeemed up to (and including) the Maturity Date (or, if Issuer Maturity Call is specified in the applicable Final Terms and the Final Redemption Amount is specified as being an amount per Calculation Amount equal to 100 per cent. of the Calculation Amount, up to (and including) the Issuer Maturity Call Date (and assuming that the Notes are to be redeemed on such date)), excluding any interest accrued to (but excluding) the Make-Whole Redemption Date, each discounted to the Make-Whole Redemption Date. The Determination Agent will calculate the Present Value in accordance with market convention on a basis which is consistent with the calculation of interest as set out in Condition 4, using the Benchmark Yield plus the Redemption Margin (if any) specified in the applicable Final Terms.

"Redemption Margin" shall be as set out in the applicable Final Terms.

"Reference Bond" shall be as set out in the applicable Final Terms, and if such security is not available at that time or is not appropriate for such purpose for reasons of illiquidity or otherwise as determined by the Determination Agent, the Reference Bond shall be the DA Selected Bond.

"Remaining Term" means the remaining term to the Maturity Date or, if Issuer Maturity Call is specified in the applicable Final Terms and the Final Redemption Amount is specified as being an amount per Calculation Amount equal to 100 per cent. of the amount of the Calculation Amount, the Issuer Maturity Call Date.

(g) Redemption at the Option of the Issuer (Issuer Clean-up Call)

If Issuer Clean-up Call is specified in the applicable Final Terms and the Clean-up Call Minimum Percentage or more of the aggregate principal amount of the Notes originally issued (which shall for this purpose include any further securities issued pursuant to Condition 12 and forming a single series with the Notes) has been redeemed or purchased and subsequently cancelled pursuant to this Condition 5 (other than as a result (in whole or in part) of a partial redemption of the Notes pursuant to Condition 5(f)), the Issuer may, on giving: (i) not less than 10 nor more than 30 days' notice (or such other notice period as may be specified in the applicable Final Terms) to the Noteholders in accordance with Condition 15; and (ii) notice to the Trustee and the Paying Agents not less than five days' before giving the notice referred to in (i) above (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all, but not some only, of the remaining outstanding Notes at the Clean-up Redemption Amount specified in the applicable Final Terms, together with interest accrued to (but excluding) the date fixed for redemption.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 5(g).

As used in these Conditions, "Clean-up Call Minimum Percentage" means 75 per cent. or such other percentage specified in the applicable Final Terms.

(h) Redemption at the Option of Noteholders (Investor Put) and Exercise of Noteholders' Options

If Investor Put is specified in the applicable Final Terms, the Issuer shall, at the option of the holder of such Note, redeem such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified in the applicable Final Terms), on the Optional Redemption Date(s) so provided at its Optional Redemption Amount together with interest accrued to (but excluding) the date fixed for redemption.

To exercise such option or any other Noteholders' option that may be set out in the applicable Final Terms, the holder must deposit (in the case of Bearer Notes) such Note (together with all Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("Exercise Notice") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer, except that such Note or Certificate will be returned to the relevant Noteholder by the Paying Agent, the Registrar or Transfer Agent with which it has been deposited if, prior to the due date for its redemption or the exercise of the option, the Note becomes immediately due and payable or if upon due presentation payment of the redemption moneys is not made or exercise of the option is denied.

(i) Purchases

The Issuer, the Guarantor and any of their respective Subsidiaries may, to the extent permitted by applicable law, at any time purchase Notes (provided that all Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

(j) Cancellation

All Notes purchased by or on behalf of the Issuer, the Guarantor or any of their respective Subsidiaries shall be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar, and in each

case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

6 Payments and Talons

(a) Bearer Notes

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the Notes (in the case of payments of principal and, in the case of interest, as specified in Condition 6(f)(v)) or Coupons (in the case of interest, save as specified in Condition 6(f)(ii)), as the case may be, in the case of a currency other than Renminbi, at the specified office of any Paying Agent outside the United States by a cheque payable in the currency in which such payment is due drawn on, or, at the option of the holder, by transfer to an account denominated in that currency with, a Bank and, in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong.

In this paragraph, "Bank" means a bank in the principal financial centre for such currency (and which if the currency is Australian dollars or New Zealand dollars shall be Melbourne or Wellington, respectively) or, in the case of euro, in a city in which banks have access to T2.

(b) Registered Notes

(i) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in subparagraph (ii) below.

(ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifth (in the case of Renminbi) and fifteenth (in the case of a currency other than Renminbi) day before the due date for payment thereof (the "Record Date"). Payments of interest on each Registered Note shall be made:

(I) in the case of a currency other than Renminbi in the currency in which such payments are due by cheque drawn on a bank in the principal financial centre of the country of the currency concerned and mailed to the holder (or the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date and subject as provided in paragraph (a) above, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank; and

(II) in the case of a Renminbi Note, shall be made by transfer to the registered account of the Noteholder.

In this Condition 6(b), "registered account" means the Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong, details of which appear on the Register at the close of business on the Record Date.

(c) Payments in the United States

Notwithstanding the foregoing, if any Bearer Notes are denominated in US dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United

States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) Payments Subject to Fiscal Laws

Save as provided in Condition 7, payments will be subject in all cases to (i) any other applicable fiscal or other laws and regulations in the place of payment or other laws and regulations to which the Issuer or the Guarantor agree to be subject and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, and neither the Issuer nor the Guarantor will be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements (without prejudice to the provisions of Condition 7). No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) Appointment of Agents

The Issuing and Paying Agent, the Paying Agents, the Canadian Authentication Agent, the CDP Issuing and Paying Agent, the CMU Lodging Agent, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and the Guarantor and their respective specified offices are listed below. The Issuing and Paying Agent, the Paying Agents, the Canadian Authentication Agent, the CDP Issuing and Paying Agent, the CMU Lodging Agent, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Canadian Authentication Agent, the CDP Issuing and Paying Agent, the CMU Lodging Agent, the Registrar, any Transfer Agent or the Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to the Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) a Canadian Authentication Agent and a Paying Agent able to make payments to the Canadian Depository for Securities ("CDS") in accordance with CDS's procedures in relation to Notes denominated in Canadian dollars and settled and cleared through CDS, (v) a CDP Issuing and Paying Agent in relation to Notes cleared through CDP, (vi) a CMU Lodging Agent in relation to Notes accepted for clearance through the CMU Service, (vii) one or more Calculation Agent(s) where the Conditions so require, and (viii) so long as the Notes are listed on any stock exchange, a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange (or any other relevant authority), in any of cases (i)-(viii), as approved by the Trustee.

In addition, the Issuer and the Guarantor shall appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in US dollars in the circumstances described in paragraph (c) above. In respect of any Notes denominated in Swiss Francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange, the Issuer will at all times maintain a Paying Agent having a specified office in Switzerland and will at no time maintain a Paying Agent having a specified office outside Switzerland. In addition, all references in these Terms and Conditions to the "Issuing and Paying Agent" shall, so far as

the context permits, be construed as references to the "Principal Swiss Paying Agent" and the "Swiss Paying Agents" respectively.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 15. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

(f) Unmatured Coupons and Unexchanged Talons

(i) Unless the Notes provide otherwise, the Coupons related thereto are to become void upon the due date for redemption of those Notes. Bearer Notes should be surrendered for payment together with all unmatured Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount, the Clean-up Redemption Amount or the Make-Whole Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

(ii) If the Notes so provide, upon the due date for redemption of any Bearer Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where any Bearer Note that provides that the unmatured Coupons related thereto are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

(g) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, a Talon forming part of such Coupon sheet (where applicable to the relevant Series of Notes) may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(h) Non-Business Days

If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph and Condition 6(l) below, "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as "Financial Centres" in the applicable Final Terms and:

(i) (in the case of a payment in a currency other than euro and Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(ii) (in the case of a payment in euro) on which banks are open for business and carrying out transactions in euro in the jurisdiction in which the euro account specified by the payee is located and a day on which T2 is open; or

(iii) (in the case of a payment in Renminbi cleared through CDP) a day (other than a Saturday, a Sunday or a gazetted public holiday in Singapore) on which CDP and commercial banks are open for business in Singapore, London, Beijing and Hong Kong; or

(iv) (in the case of a payment in Renminbi) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong,

provided that, for the avoidance of doubt, notwithstanding the above, if one or more Financial Centres is specified in the applicable Final Terms, "business day" in this paragraph shall mean a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation in each of such Financial Centres whether or not the foregoing provisions of this definition would give the same result.

(i) Definition of the euro

Reference in these Conditions to the euro are to the currency which was introduced at the start of the third stage of European economic and monetary union pursuant to Article 109(4) of the Treaty.

*(j) Transfer Restriction**

Payments on the Notes will be made irrespective of any present or future transfer restrictions and regardless of any bilateral or multilateral payment or clearing agreement which may be applicable at any time to such payment.

*(k) Discharge of the Issuer**

The receipt by the Principal Swiss Paying Agent, of the due and punctual payment of the funds in Swiss francs in Zurich shall release the Issuer from its obligation under the Notes and Coupons for the payment of principal and interest due on the respective payment dates to the extent of such payments and except to the extent that there is default in the subsequent payment thereof to the Noteholders or Couponholders (as the case may be).

Except to the extent required by law, payments of principal and interest in respect of the Notes shall be made in freely disposable Swiss francs without collection costs and whatever the circumstances may be, irrespective of the nationality, domicile or residence of the holder of the Notes and without requiring any certification, affidavit or the fulfilment of any other formality.

(l) Inconvertibility, Non-transferability or Illiquidity

In respect of a Note the Specified Currency of which is Renminbi, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer or the Guarantor, as the case may be, is not able, or it would be impracticable for it, to satisfy payments of principal or interest (in whole or in part) in respect of Notes when due in Renminbi in Hong Kong, the Issuer or the Guarantor, as the case may be, on giving not less than five nor more than 30 days irrevocable notice to the Noteholders prior to the due date for payment, shall be entitled to satisfy their respective obligations in respect of such payment by making such payment in US dollars on the basis of the Spot Rate on the second FX Business Day prior to such payment.

Any payment made under such circumstances in US dollars will constitute valid payment, and will not constitute a default in respect of the Notes.

"FX Business Day" shall mean a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments in US dollars in Hong Kong and New York.

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong.

"Illiquidity" means the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer or the Guarantor, as the case may be, cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Notes.

"Inconvertibility" means the occurrence of any event that makes it impossible for the Issuer or the Guarantor, as the case may be, to convert any amount due in respect of the Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor, as the case may be, to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation becomes effective after the Issue Date of the first tranche of Notes and it is impossible for the Issuer or the Guarantor, as the case may be, due to an event beyond its control, to comply with such law, rule or regulation).

"Non-transferability" means the occurrence of any event that makes it impossible for the Issuer or the Guarantor, as the case may be, to deliver Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor, as the case may be, to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation becomes effective after the Issue Date of the first tranche of Notes and it is impossible for the Issuer or the Guarantor, as the case may be, due to an event beyond its control, to comply with such law, rule or regulation).

"Spot Rate" means the spot US dollar/Renminbi exchange rate for the purchase of US dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong, as determined by the CMU Issuing and Paying Agent in good faith and in a commercially reasonable manner at or around 11.00 a.m. (Hong Kong time) on the date of determination, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the CMU Issuing and Paying Agent in good faith and in a commercially reasonable manner will determine the Spot Rate at or around 11.00 a.m. (Hong Kong time) on the date of determination as the most recently available US dollar/Renminbi official fixing rate for settlement in two FX Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor

service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

The CMU Issuing and Paying Agent will not be responsible or liable to the Issuer, the Guarantor or any holder of the Notes for any determination of any Spot Rate determined in accordance with this provision in the absence of its own gross negligence, bad faith or wilful misconduct.

7 Taxation

All payments of principal and interest in respect of the Notes and the Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by any Tax Jurisdiction, unless such withholding or deduction is required by law. In that event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts to the Noteholder or Couponholder as shall result in receipt by that Noteholder or Couponholder of such amounts as would have been received by it had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note or Coupon or any payment under the Guarantee:

(a) to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of their having some connection with such Tax Jurisdiction other than the mere holding of the Note or Coupon; or

(b) in circumstances where such a withholding or deduction would not be required if the holder, or any person acting on the holder's behalf, had satisfied any statutory requirements or obtained and/or presented any form or certificate or had made a declaration of non-residence or similar claim for exemption upon the presentation or making of which the holder would have been able to avoid such withholding or deduction; or

(c) where the Note or Coupon is presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or

(d) in respect of any estate, inheritance, gift, sales, transfer, personal property, or any similar tax, assessment or governmental charge; or

(e) in respect of any tax, assessment or other governmental charge which is payable other than by withholding or deduction from payments of principal of or interest on such Note or Coupon or under the Guarantee; or

(f) in respect of any tax, assessment or other governmental charge which is required to be withheld or deducted by any Paying Agent from payments of principal of or interest on any Notes or Coupons, if such payment can be made without such withholding or deduction by at least one other Paying Agent; or

(g) in respect of any tax, assessment or other governmental charge imposed by reason of such holder's past or present status as the actual or constructive owner of 10 per cent. or more of the total combined voting power of all classes of stock of the Issuer entitled to vote; or

(h) in respect of any tax, assessment, or other governmental charge imposed on a holder by reason of its past or present status as a bank that acquired any Notes in consideration for an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; or

(i) in respect of any tax imposed pursuant to the Dutch Withholding Tax Act 2021 (Wet bronbelasting 2021) substantially in the form as at 7 August 2026; or

(j) in respect of any combination of items (a), (b), (c), (d), (e), (f), (g), (h) and (i) above,

nor shall additional amounts be paid with respect to a payment of principal of or interest on any Note or Coupon or under the Guarantee to a holder that is not the beneficial owner of such Note or Coupon or of any of the rights under the Guarantee to the extent that the beneficial owner thereof would not have been entitled to the payment of such additional amounts had such beneficial owner been the holder of such Note or Coupon or the recipient of such payment under the Guarantee.

Notwithstanding any other provision of these Conditions or the Trust Deed, any amounts to be paid on the Notes by or on behalf of the Issuer or the Guarantor will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "FATCA Withholding"). None of the Issuer, the Guarantor nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

As used in these Conditions, "Relevant Date" in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) "principal" shall be deemed to include any premium payable in respect of the Notes, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Clean-up Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) "interest" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) "principal" and/or "interest" shall be deemed to include any additional amounts that may be payable under this Condition 7 or any undertaking given in addition to or substitution for it under the Trust Deed.

As used in these Conditions, "Tax Jurisdiction" means (i) in the case of Notes issued by BPCM UK, the United Kingdom or any political subdivision thereof or any authority thereof or therein having the power to tax; (ii) in the case of Notes issued by BPCM Netherlands, the United Kingdom or the Netherlands or any political subdivision of either of them or any authority of either of them having the power to tax; and (iii) in the case of payments made by the Guarantor, the United Kingdom or any political subdivision thereof or any authority thereof or therein having the power to tax.

8 Prescription

Claims against the Issuer and/or the Guarantor for payment in respect of the Notes and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

9 Events of Default

Provided that at the time of such notice as hereinafter referred to, such event or (as the case may be) all such events shall not have been waived or remedied (if capable of remedy) to the satisfaction of the Trustee, the Trustee at its absolute discretion may and, if so requested in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (in any case provided that the Trustee has been indemnified to its satisfaction), give notice to the Issuer and the Guarantor declaring the Notes to be, and they shall accordingly immediately become, immediately repayable at their Final Redemption Amount, together with accrued interest as provided in the Trust Deed, if any of the following events (each an "Event of Default") shall occur and is continuing and, except in the case of (a) below, the Trustee shall have certified to the Issuer and the Guarantor that the happening of such event is in its opinion materially prejudicial to the interests of the Noteholders:

(a) default is made for more than 30 days in the payment in the Specified Currency of any principal or interest due in respect of the Notes or any of them after the same ought to be made or paid, as the case may be; or

(b) there is failure in the performance of any other obligation under the Notes or the Trust Deed:

(i) which in the opinion of the Trustee is incapable of remedy; or

(ii) which, being in the opinion of the Trustee capable of remedy, continues for more than 90 days after written notification requiring such failure to be remedied shall have been given to the Issuer and the Guarantor by the Trustee; or

(c) an order is made for the winding up of the Issuer or the Guarantor by a court of competent jurisdiction in its country of incorporation or an administration or administrative order is made in relation to the Issuer or the Guarantor and such order is not discharged or stayed within a period of 90 days, or an effective resolution is passed for its winding up (except in each case for the purposes of a reconstruction or an amalgamation the terms of which have previously been approved in writing by the Trustee); or

(d) an administrative or other receiver or an administrator is appointed (and not discharged within 90 days) of the whole or substantially the whole of the undertaking or assets of the Guarantor and the appointment is not being disputed in good faith; or

(e) the Issuer or the Guarantor ceases to carry on substantially the whole of its business (except for the purposes of a reconstruction or an amalgamation the terms of which have previously been approved in writing by the Trustee) or the Issuer or the Guarantor stops payment generally or is unable to, or admits inability to, pay generally its debts as they fall due; or

(f) the Issuer or the Guarantor is adjudicated bankrupt or insolvent by a court of competent jurisdiction in its country or state of incorporation; or

(g) the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect.

10 Meetings of Noteholders, Modifications, Waiver and Substitution

(a) Meetings of Noteholders

The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of these Conditions or certain provisions of the Trust Deed (certain provisions of which may not

be materially altered). Such a meeting may be convened by Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in the principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the principal amount of or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes (other than as expressly prescribed by Condition 4(c)), (iv) if a Minimum and/or a Maximum Rate of Interest, Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount, Clean-up Redemption Amount or Make-Whole Redemption Amount is shown in the applicable Final Terms, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount, Clean-up Redemption Amount or Make-Whole Redemption Amount including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or Specified Denomination of the Notes, (vii) to take any steps that as specified in the applicable Final Terms may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (viii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, or (ix) to modify or cancel the Guarantee (each of the matters referred to in paragraphs (i) to (ix) above, a "Basic Terms Modification") in which case the necessary quorum shall be one or more persons holding or representing not less than two-thirds or at any adjourned meeting not less than one third in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Trust Deed provides that (i) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes, which resolution in writing may be contained in one document or in several documents in or substantially in like form each signed by or on behalf of one or more of such holders, or (ii) consents given by way of electronic consent through the relevant clearing system(s) (in form and substance satisfactory to the Trustee) by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes, shall, in any such case, be as valid, effective and binding as an Extraordinary Resolution duly passed at a meeting of the Noteholders duly convened and held in accordance with the provisions of the Trust Deed.

The agreement or approval of the Noteholders shall not be required in the case of any Benchmark Amendments required pursuant to and in accordance with Condition 4(c) to which the Trustee has agreed pursuant to the relevant provisions of Condition 4(c).

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the applicable Final Terms in relation to such Series.

(b) Modification of the Trust Deed

The Trustee may agree, without the consent of the Noteholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed, the Notes or the Coupons that is of a formal, minor or technical nature or is made to correct a manifest error or an error which is, in the opinion of the Trustee, proven, to comply with a mandatory provision of the laws of England (or the law of the jurisdiction in which the

Issuer is incorporated), and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as practicable.

Notwithstanding the above, the Trustee shall be obliged to concur with the Issuer and the Guarantor in effecting any Benchmark Amendments in the circumstances and as otherwise set out in Condition 4(c) without the requirement for the consent or approval of the Noteholders or Couponholders.

(c) Substitution

The Trustee may agree, without the consent of the Noteholders, to the substitution of the Successor in Business (as defined below) of the Guarantor in place of the Guarantor as the guarantor of the Notes, Certificates and Coupons, and to the substitution of the Guarantor or of its Successor in Business or any Subsidiary of the Guarantor or of its Successor in Business as the principal debtor in respect of the Notes, Certificates or Coupons in each case subject to the relevant provisions of the Trust Deed including, except in the case of the substitution of the Guarantor or its Successor in Business as the principal debtor, to the Notes, Certificates and Coupons being unconditionally and irrevocably guaranteed by the Guarantor or its Successor in Business. In considering any substitution of the Guarantor or its Successor in Business as principal debtor in place of the Issuer, the Trustee shall regard the Issuer as having no assets.

In connection with any proposed substitution as aforesaid, the Trustee shall not have regard to the consequences of substitution for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory.

The term "Successor in Business" means, in relation to the Guarantor, any company which, as a result of any amalgamation, merger or reconstruction the terms of which have previously been approved in writing by the Trustee:

(i) owns beneficially the whole or substantially the whole of the undertaking, property and assets owned by the Guarantor immediately prior thereto; and

(ii) carries on, as successor to the Guarantor, the whole or substantially the whole of the business carried on by the Guarantor immediately prior thereto.

(d) Entitlement of the Trustee

In connection with the exercise of its functions (including but not limited to those referred to in this Condition 10) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer or the Guarantor any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

(e) Notices

Any such modification, waiver, authorisation, determination or substitution shall be binding on all Noteholders and, unless the Trustee agrees otherwise, shall be notified to the Noteholders in accordance with Condition 15 as soon as practicable thereafter.

11 Replacement of Notes, Certificates, Coupons and Talons

If a Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent (in case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

12 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition 12 and forming a single series with the Notes. Any further securities forming a single series with the outstanding securities of any series (including the Notes) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of securities of other series where the Trustee so decides.

13 Enforcement

At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute such steps, actions or proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the terms of the Trust Deed, but it need not take any such steps, actions or proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by holders of at least one-quarter in principal amount of the Notes then outstanding and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Noteholder or Couponholder may proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed fails to do so within a reasonable time and such failure is continuing.

14 Indemnification of Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer, the Guarantor and any entity related to the Issuer or the Guarantor without accounting for any profits.

15 Notices

Notices to the holders of Registered Notes shall be mailed to them (or, in the case of joint holders, to the first named) at their respective addresses in the Register and deemed to have been given on the fourth weekday

(being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times* or if any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper) or as otherwise required by any exchange on which the Notes are listed.

So long as the Notes are listed on the SIX Swiss Exchange and so long as the rules of the SIX Swiss Exchange so permit, notices in respect of the Notes will be validly given through the Principal Swiss Paying Agent by means of publication on the internet website of the SIX Swiss Exchange (*https://www.six-group.com/en/products-services/the-swiss-stock-exchange/market-data/news-tools.html*) under the section headed "Official Notices". In addition, the Principal Swiss Paying Agent may also publish any such notices by other means in accordance with the rules of the SIX Swiss Exchange.

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition 15.

Notwithstanding the above, for so long as all the Notes are represented by a Global Note or a Global Certificate and the Global Note or the Global Certificate is held by or on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear or Clearstream, Luxembourg for onward transmission to the Noteholders and such notices shall be deemed to have been given to Noteholders on the day of delivery to Euroclear and/or Clearstream, Luxembourg.

16 Governing Law, Jurisdiction and Service of Process

(a) Governing Law

The Trust Deed (including the Guarantee), the Notes, the Coupons and the Talons, and any non-contractual obligations arising out of or in connection thereto, are governed by, and shall be construed in accordance with, English law.

(b) Jurisdiction

The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with the Trust Deed or any Notes, Coupons or Talons (including a dispute relating to any non-contractual obligations arising out of or in connection thereto) and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed or any Notes, Coupons or Talons ("Proceedings") (including any Proceedings relating to any non-contractual obligations arising out of or in connection thereto) may be brought in such courts. The Issuer and the Guarantor irrevocably submit to the jurisdiction of the courts of England and waive any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of the Trustee and each of the holders of the Notes, Coupons and Talons and shall not affect the right of any of them to take Proceedings in one or more jurisdictions or preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) Service of Process

The Issuer agrees to the additional jurisdiction of the Courts of the Canton of Zurich, the place of jurisdiction being Zurich, with the right of appeal to the Swiss Federal Court of Justice in Lausanne where the law permits. In connection with the Notes, the Issuer elects legal and special domicile at UBS

AG, Bahnhofstrasse 45, Ch-8001 Zurich, Switzerland and agrees that, for the purposes of any proceedings brought in Switzerland, holders of all or some of the Notes shall have the option to be collectively represented (in accordance with all applicable laws and customary practice in Switzerland). The holders of all Notes (whether or not collectively represented) shall have equal status irrespective of their domicile.*

(d) *Appointment of Process Agent*

BPCM Netherlands irrevocably appoints BPCM UK at Chertsey Road, Sunbury-on-Thames, Middlesex TW16 7BP, United Kingdom as its agent for service of process in any proceedings before the English courts in relation to any Proceedings and agrees that, in the event of BPCM UK being unable or unwilling for any reason so to act, it will immediately appoint another person as its agent for service of process in England in respect of any dispute. BPCM Netherlands agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

17 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

Terms and Conditions of the Subordinated Notes

The following, except for paragraphs in italics, is the text of the terms and conditions of the Subordinated Notes that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the applicable Final Terms in respect of the Subordinated Notes, shall be applicable to the Subordinated Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series of Subordinated Notes. Either (i) the full text of these terms and conditions together with the relevant provisions of the applicable Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. Words and expressions defined in the Trust Deed or the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated, provided that, in the event of inconsistency between the Agency Agreement and the Trust Deed, the Trust Deed will prevail and in the event of inconsistency between the Agency Agreement or the Trust Deed and the applicable Final Terms, the applicable Final Terms will prevail. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be.

These Conditions shall be applicable to those Notes which are specified to be "Subordinated Notes" in the applicable Final Terms. References in these Conditions to "Notes" are to the Subordinated Notes of one Series only, not to all Notes that may be issued under the Programme.

*In these Conditions any provision marked with * shall only apply to Notes denominated in Swiss francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange, and in the case of Notes listed on the SIX Swiss Exchange, references to the applicable Final Terms contained in these Conditions shall be construed as references to the applicable Pricing Supplement.*

The Notes will be issued by BP Capital Markets p.l.c. (the "Issuer") as specified in the applicable Final Terms and are constituted by a Trust Deed (amended and restated) dated 7 August 2026 (as further amended and/or supplemented and/or restated as at the date of issue of the Notes (the "Issue Date")) (the "Trust Deed") between, among others, the Issuer, BP p.l.c. (the "Guarantor") and The Law Debenture Trust Corporation p.l.c. (the "Trustee", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions (the "Conditions") include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Coupons and Talons referred to below. An Agency Agreement (amended and restated) dated 8 August 2025 (as further amended and/or supplemented and/or restated as at the Issue Date, the "Agency Agreement") has been entered into in relation to the Notes between, among others, the Issuer, the Guarantor, the Trustee, Citibank, N.A., London Branch as initial issuing and paying agent (except as otherwise described below), transfer agent, calculation agent and Canadian authentication agent, Citicorp Investment Bank (Singapore) Limited as issuing and paying agent for Notes to be cleared through the computerised system (the "CDP System") operated by The Central Depository (Pte) Limited ("CDP"), Citicorp International Limited as lodging agent and issuing and paying agent for Notes to be held in the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the "CMU Service") and as registrar for Notes to be held in the CMU Service and Notes to be cleared through the CDP System, Citibank Europe PLC as registrar (except as otherwise described above) and the other agents named in it. The issuing and paying agent, the transfer agent, the paying agents, the Canadian authentication agent, the CDP issuing and paying agent, the CMU lodging agent, the CMU issuing and paying agent, the registrars and the calculation agent(s) for the time being (if any) are referred to below, respectively, as the "Issuing and Paying Agent", the "Transfer Agents" (which expression shall include the Registrar), the "Paying Agents" (which expression shall include the Issuing and Paying Agent), the "Canadian Authentication Agent", the "CDP Issuing and Paying Agent", the "CMU Lodging Agent", the "CMU Issuing and Paying Agent", the "Registrar" and the "Calculation Agent(s)" (together, the "Agents"). For the

purposes of these Conditions, all references to the Issuing and Paying Agent shall, (i) with respect to a Series of Notes to be held in the CDP, be deemed to be a reference to Citicorp Investment Bank (Singapore) Limited ("the CDP Issuing and Paying Agent"), (ii) with respect to a Series of Notes to be held in the CMU Service, be deemed to be a reference to Citicorp International Limited (the "CMU Lodging Agent" and/or the "CMU Issuing and Paying Agent" as applicable) and (iii) for any other Notes, be deemed to be a reference to Citibank, N.A., London Branch or its successors under the Agency Agreement. Copies of the Trust Deed, the Agency Agreement and the applicable Final Terms, (i) are available for inspection, free of charge, during usual business hours at the registered office of the Trustee (presently at 8th Floor, 100 Bishopsgate, London EC2N 4AG) and at the specified offices of the Paying Agents and the Transfer Agents or (ii) may be provided by email to a Noteholder following prior written request to the Trustee, the relevant Paying Agent or the relevant Transfer Agent therefor and provision of proof of holding and identity (in a form satisfactory to the Trustee, the relevant Paying Agent or the relevant Transfer Agent, as the case may be). If the Notes are to be admitted to trading on the main market of the London Stock Exchange, the applicable Final Terms will be published on the website of the London Stock Exchange through a regulatory information service.

The Noteholders, the holders (the "Couponholders") of the interest coupons (the "Coupons") appertaining to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "Talons") are entitled to the benefit of, are bound by, and are deemed to have notice of, all of the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

1 Form, Denomination and Title

The Notes are issued in bearer form ("Bearer Notes", which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form ("Registered Notes") or in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes"), in each case in the Specified Currency and the Specified Denomination(s) specified in the applicable Final Terms.

All Registered Notes shall have the same Specified Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Specified Denomination as the lowest Specified Denomination of Exchangeable Bearer Notes.

The Notes are Reset Rate Notes.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached.

Registered Notes are represented by registered certificates ("Certificates") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Coupons and Talons shall pass by delivery outside the United States. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "Register"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Certificate, Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "Noteholder" means the bearer of any Bearer Note and or the person in whose name a Registered Note is registered (as the case may be), "holder" (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them in the applicable Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

2 Exchange of Exchangeable Bearer Notes and Transfers of Registered Notes

(a) Exchange of Exchangeable Bearer Notes

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same aggregate principal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 8(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor.

(c) Exercise of Options in Respect of Registered Notes

In the case of an exercise of an Issuer's option in respect of a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) Delivery of New Certificates

Each new Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall be available for delivery within five business days of receipt of the request for exchange, form of transfer or surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent (as defined in the Agency Agreement) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(e) Exchange Free of Charge

Exchange and transfer of Notes and Certificates on registration, transfer or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon

payment of any tax, duty or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(f) Closed Period

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 7(c), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

3 Status and Subordination of the Notes

(a) Status of the Notes

The Notes and the Coupons constitute unconditional, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The rights and claims of the Noteholders and the Couponholders under the Notes are subordinated as described in this Condition 3.

(b) Subordination of the Notes

The payment obligations of the Issuer under the Notes and the Coupons shall, save for such exceptions as may be provided by applicable legislation, at all times rank in the event of a Winding-Up of the Issuer:

(i) junior to the rights and claims of the holders of Senior Obligations of the Issuer;

(ii) *pari passu* with the rights and claims of any holders of Parity Obligations of the Issuer; and

(iii) senior to the rights and claims of the holders of the Issuer's Ordinary Shares.

To give effect to the intended ranking described above, if at any time a Winding-Up of the Issuer occurs (otherwise than for the purposes of a Solvent Reorganisation of the Issuer), the amount payable by the Issuer to a Noteholder under or in relation to such Noteholder's Notes and (if applicable) any related Coupon (in lieu of any other payment by the Issuer to such Noteholder under or in relation to the Notes and any related Coupon, including pursuant to the Conditions or the Trust Deed), shall be the amount that would have been payable to such Noteholder if, immediately prior to and throughout such Winding-Up, such Noteholder was the holder of Notional Preference Shares in the Issuer. For the purposes only of that calculation, in respect of each Note and matured but unpaid Coupon (including any outstanding Arrears of Interest in respect of such Coupon) a Noteholder will be deemed to hold a Notional Preference Share in the Issuer entitling the holder thereof to receive in respect of such Notional Preference Share an amount in the Winding-Up of the Issuer that is equal to the principal amount of the relevant Note and, in the case of a Coupon and its Couponholder, any accrued but unpaid interest represented by such Coupon and any outstanding Arrears of Interest in respect of such Coupon (without double counting) (and, in the case of an administration, on the assumption that shareholders were entitled to claim and recover in respect of their shares to the same degree as in a winding-up). Amounts payable to the Noteholders under this Condition 3(b) will only be paid after the debts owing to the holders of the Issuer's Senior Obligations have been paid in full.

Nothing in this Condition 3(b) shall affect, apply to or prejudice the payment or reimbursement of the costs, charges, expenses, liabilities or remuneration of the Trustee or the Agents or the rights and remedies of the Trustee or the Agents in respect thereof.

Accordingly, without prejudice to the rights of the Trustee and the Noteholders under the Guarantee, the claims of holders of all Senior Obligations of the Issuer will first have to be satisfied in any Winding-Up of the Issuer before Noteholders may expect to obtain from the Issuer any recovery in respect of their Notes and, prior thereto, any Noteholder will have only limited ability to influence the conduct of such Winding-Up of the Issuer. See "Risk Factors – Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme – Risks related to Subordinated Notes – Restricted remedy for non-payment when due".

4 Guarantee

(a) Guarantee

The payment of principal, interest and all other moneys expressed to be payable by the Issuer under or pursuant to the Notes, the Coupons and/or the Trust Deed (the "Guaranteed Amounts") has been unconditionally and irrevocably guaranteed by the Guarantor (the "Guarantee") in and on the terms set out in the Trust Deed. For the avoidance of doubt, any Arrears of Interest will not be a Guaranteed Amount until it becomes due and payable in accordance with Condition 6(e).

(b) Status of the Guarantee

The obligations of the Guarantor under the Guarantee constitute unconditional, unsecured and subordinated obligations of the Guarantor. The rights and claims of the Noteholders and the Couponholders under the Guarantee are subordinated as described in this Condition 4.

(c) Subordination of the Guarantee

The payment obligations of the Guarantor under the Guarantee shall, save for such exceptions as may be provided by applicable legislation, at all times rank in the event of a Winding-Up of the Guarantor:

(i) junior to the rights and claims of the holders of Senior Obligations of the Guarantor;

(ii) *pari passu* with the rights and claims of any holders of Parity Obligations of the Guarantor; and

(iii) senior to the rights and claims of the holders of the Guarantor's Ordinary Shares.

To give effect to the intended ranking described above, if at any time a Winding-Up of the Guarantor occurs (otherwise than for the purposes of a Solvent Reorganisation of the Guarantor), the amount payable by the Guarantor to a Noteholder under or in relation to the Guarantee (in lieu of any other payment by the Guarantor to such Noteholder under or in relation to the Guarantee), shall be the amount that would have been payable to such Noteholder if, immediately prior to and throughout such Winding-Up, such Noteholder was the holder of Notional Preference Shares in the Guarantor. For the purposes only of that calculation, in respect of each Note and matured but unpaid Coupon (including any outstanding Arrears of Interest in respect of such Coupon) a Noteholder will be deemed to hold a Notional Preference Share in the Guarantor entitling the holder thereof to receive in respect of such Notional Preference Share an amount in the Winding-Up of the Guarantor that is equal to the principal amount of the relevant Note and, in the case of a Coupon and its Couponholder, any accrued but unpaid interest represented by such Coupon and any outstanding Arrears of Interest in respect of such Coupon (without double counting) (and, in the case of an administration, on the assumption that shareholders were entitled to claim and recover in respect of their shares to the same degree as in a winding-up). Amounts payable to the Noteholders under this

Condition 4(c) will only be paid after the debts owing to the holders of the Guarantor's Senior Obligations have been paid in full.

Nothing in this Condition 4(c) shall affect, apply to or prejudice the payment or reimbursement of the costs, charges, expenses, liabilities or remuneration of the Trustee or the Agents or the rights and remedies of the Trustee or the Agents in respect thereof.

Accordingly, the claims of holders of all Senior Obligations of the Guarantor will first have to be satisfied in any Winding-Up of the Guarantor before Noteholders may expect to obtain from the Guarantor any recovery in respect of their Notes and, prior thereto, any Noteholder will have only limited ability to influence the conduct of such Winding-Up of the Guarantor. See "Risk Factors – Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme – Risks related to Subordinated Notes – Restricted remedy for non-payment when due".

5 Prohibition of Set-off

To the extent and in the manner permitted by applicable law, neither the Trustee (in respect of amounts owed to the Trustee by the Issuer or the Guarantor, as the case may be, in respect of, and arising from, the Notes and/or the Guarantee, as applicable, but not in respect of any fees, liabilities or expenses owed to the Trustee by the Issuer or the Guarantor, as the case may be) nor any Noteholder or Couponholder may exercise, claim or plead any right of set-off, counterclaim, compensation or retention in respect of any amount owed to it by the Issuer or the Guarantor, as the case may be, in respect of, or arising from, the Notes, the Coupons and/or the Guarantee, as applicable, and each Noteholder and Couponholder will, by virtue of its holding of any Note or Coupon, be deemed to have waived and to have directed and authorised the Trustee on its behalf to have waived, all such rights of set-off, counterclaim, compensation or retention. Notwithstanding the preceding sentence, if any of the rights and claims of any Noteholder or Couponholder in respect of or arising under the Notes, the Coupons or the Trust Deed are discharged by set-off, such Noteholder or Couponholder will immediately pay an amount equal to the amount of such discharge to the Issuer or, if applicable, the liquidator, trustee, receiver or administrator of the Issuer and, until such time as payment is made, will hold a sum equal to such amount on trust for the Issuer or, if applicable, the liquidator, trustee, receiver or administrator in the relevant liquidation, winding-up or administration. Accordingly, such discharge will be deemed not to have taken place.

6 Interest

(a) Interest

Each Note shall entitle the Noteholder thereof to receive cumulative interest in accordance with the provisions of this Condition 6.

(b) Rate of Interest

(i) Unless previously redeemed or purchased and cancelled in accordance with the Conditions, interest on the Notes will accrue:

(I) from, and including, the Interest Commencement Date to, but excluding, the First Reset Date, at the Initial Rate of Interest as specified in the applicable Final Terms; and

(II) from, and including, the First Reset Date, at an interest rate equal to the relevant Reset Rate of Interest and (in the case of Notes where Mid-Swap Reset Interest Rate is specified as the Reset Rate of Interest in the applicable Final Terms only) subject to and in accordance with the provisions of Condition 6(h),

(each a "Rate of Interest"), which interest will be payable in arrear on each Interest Payment Date specified in the applicable Final Terms.

(ii) In the case of Bearer Notes in definitive form, if a Fixed Coupon Amount or a Broken Amount is specified in the applicable Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and, in the case of the Broken Amount, will be payable on the particular Interest Payment Date(s) specified in the applicable Final Terms.

(iii) Except in the case of Bearer Notes in definitive form where a Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the relevant Rate of Interest to:

(I) in the case of Notes which are (a) represented by a Global Note or a Global Certificate or (b) Registered Notes in definitive form, the aggregate outstanding nominal amount of (x) the Notes represented by such Global Note or Global Certificate or (y) such Registered Notes; or

(II) in the case of Notes which are Bearer Notes in definitive form, the Calculation Amount specified in the applicable Final Terms,

and, in each case, multiplying such sum by the applicable Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable, to the Calculation Amount in the case of Notes which are Bearer Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

(c) Business Day Conventions

If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (B) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day, or (C) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day. If the applicable Final Terms specify that the Business Day Convention is "unadjusted", any such adjustment to an Interest Payment Date (or other date) shall not affect the amount of interest payable in respect of a Note and, for the purposes of the determination of any amount in respect of interest and the applicable Day Count Fraction, the number of days in the relevant period shall be calculated on the basis that no adjustment has been made to the relevant Interest Payment Date (or other date).

(d) Optional deferral of interest payments

(i) Interest which accrues during an Interest Period will be due and payable on the relevant Interest Payment Date, unless the Issuer elects to defer the relevant payment of interest (in whole or in part) pursuant to this Condition 6(d).

The Issuer may, at its discretion, elect to defer any payment of interest (a "Deferred Interest Payment") which is otherwise scheduled to be paid on an Interest Payment Date (except on the Maturity Date (if applicable)). If the Issuer elects not to make all or part of any payment of interest on an Interest Payment Date, it will not have any obligation to pay such interest on the relevant Interest Payment Date.

Any Deferred Interest Payment shall itself bear interest (such further interest, together with each Deferred Interest Payment, being "Arrears of Interest"), at the Rate of Interest prevailing from time to time, from (and including) the date on which (but for such deferral) the Deferred Interest Payment would otherwise have been due to be made to (but excluding) the date on which the Deferred Interest Payment is paid, and it will be added to such Deferred Interest Payment (and thereafter accumulate additional interest accordingly) on each Interest Payment Date. Non-payment of Arrears of Interest shall not constitute a default by the Issuer or the Guarantor under the Notes or for any other purpose, unless such Arrears of Interest becomes due and payable in accordance with the Conditions.

(ii) The Issuer will notify the Noteholders (in accordance with Condition 17), the Trustee, the Issuing and Paying Agent and, if required by the rules of any stock exchange on which the Notes are listed from time to time, such stock exchange, of any determination by it not to pay the whole of the Interest Amount which would otherwise fall due on an Interest Payment Date not more than 30 and not less than five London Business Days prior to the relevant Interest Payment Date. Deferral of Interest Amounts pursuant to this Condition 6(d) will not constitute a default of the Issuer or the Guarantor or any breach of their respective obligations under the Notes or the Trust Deed or for any other purpose.

(e) Payment of Deferred Interest Payments

(i) The Issuer will be entitled to pay outstanding Arrears of Interest (in whole or in part) at any time on the giving of notice to the Noteholders (in accordance with Condition 17), the Trustee and the Issuing and Paying Agent not less than 10 London Business Days before such voluntary payment and specifying (i) the amount of Arrears of Interest to be paid and (ii) the date fixed for such payment.

(ii) The Issuer must pay all outstanding Arrears of Interest (in whole but not in part) on the earliest of:

(I) the tenth London Business Day following the date on which a Compulsory Arrears of Interest Payment Event occurs;

(II) the next scheduled Interest Payment Date in respect of which the Issuer does not elect to defer the interest accrued in respect of the relevant Interest Period;

(III) the date on which the Notes are redeemed; or

(IV) the date on which an order is made or a resolution is passed for the Winding-Up of the Issuer or the Guarantor (other than a Solvent Reorganisation of the Issuer or the Guarantor), as the case may be.

The Issuer will promptly notify the Noteholders (in accordance with Condition 17), the Trustee, the Issuing and Paying Agent and, if required by the rules of any stock exchange on which the Notes are listed from time to time, such stock exchange, of the occurrence of a Compulsory Arrears of Interest Payment Event.

(f) Accrual

Interest shall cease to accrue on each Note from and including its due date for redemption or substitution (in accordance with Condition 7(g)) unless, upon due presentation, payment of the principal in respect of the Note is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 6 to the Relevant Date.

(g) Determination and publication of Reset Rate of Interest

The Reset Rate of Interest for each Reset Period will be determined by the Calculation Agent on the relevant Reset Determination Date and promptly notified by the Calculation Agent to the Issuer, the Guarantor, the Trustee, the Issuing and Paying Agent, if required by the rules of any stock exchange on which the Notes are listed from time to time, to such stock exchange, and to the Noteholders, without undue delay but, in any case, not later than the relevant Reset Date.

(h) Benchmark Discontinuation

This Condition 6(h) applies unless Benchmark Discontinuation is specified in the applicable Final Terms to be "Not Applicable". If a Benchmark Event occurs in relation to an Original Reference Rate at any time when these Conditions provide for any Reset Rate of Interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions of this Condition 6(h) shall apply:

(i) Independent Adviser and Issuer

(I) the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 6(h)(ii)) and, in either case, an Adjustment Spread (in accordance with Condition 6(h)(iii)) and any Benchmark Amendments (in accordance with Condition 6(h)(iv)), by no later than five London Business Days prior to the Reset Determination Date relating to the next Reset Period for which the Reset Rate of Interest (or any component part thereof) is to be determined by reference to the Original Reference Rate (the "IA Determination Cut-off Date");

(II) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate, failing which an Alternative Rate, and/or (in either case) the applicable Adjustment Spread, prior to the relevant IA Determination Cut-off Date in accordance with Condition 6(h)(i)(I), the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 6(h)(ii)) and, in either case, an Adjustment Spread (in accordance with Condition 6(h)(iii)) and any Benchmark Amendments (in accordance with Condition 6(h)(iv)), by no later than five London Business Days prior to the Reset Determination Date relating to the next Reset Period for which the Reset Rate of Interest (or any component part thereof) is to be determined by reference to the Original Reference Rate; and

(III) if (x) the Independent Adviser determines a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread (in accordance with Condition 6(h)(i)) but fails to determine the Benchmark Amendments, or (y) the Issuer determines a Successor Rate, failing which an Alternative Rate and, prior to the relevant IA Determination Cut-off Date in either case, an Adjustment Spread (in accordance with Condition 6(h)(ii)), then, in either case, the Issuer shall determine the Benchmark Amendments by no later than five London Business Days prior to the Reset Determination Date relating to the next Reset Period for which the Reset Rate of Interest (or any component part thereof) is to be determined by reference to the Original Reference Rate.

An Independent Adviser appointed pursuant to this Condition 6(h)(i) shall act in good faith and in a commercially reasonable manner and (in the absence of manifest error, bad faith or fraud) shall have no liability whatsoever to the Trustee, the Calculation Agent, any Agent or the Noteholders for any determination made by it pursuant to this Condition 6(h)(i).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser or the Issuer, as applicable (in accordance with Condition 6(h)(i)), determines that:

(I) there is a Successor Rate, such Successor Rate shall (subject to adjustment as provided in Condition 6(h)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Reset Rate of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 6(h)); or

(II) there is no Successor Rate but that there is an Alternative Rate, such Alternative Rate shall (subject to adjustment as provided in Condition 6(h)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Reset Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 6(h)).

(iii) Adjustment Spread

If any Successor Rate or Alternative Rate is determined in accordance with Condition 6(h)(i), the Independent Adviser or the Issuer, as applicable (in accordance with Condition 6(h)(i)), shall determine an Adjustment Spread (which may be expressed as a specified quantum or a formula or methodology for determining the applicable Adjustment Spread (and, for the avoidance of doubt, an Adjustment Spread may be positive, negative or zero)), which Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Reset Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(iv) Benchmark Amendments

If any Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread is determined in accordance with this Condition 6(h) and the Independent Adviser or the Issuer, as applicable, acting in good faith and a commercially reasonable manner determines (A) that amendments to these Conditions and/or the Trust Deed and/or the Agency Agreement are necessary to follow market practice or give effect to any application of this Condition 6(h) and to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) Adjustment

Spread (such amendments, the "Benchmark Amendments") and (B) the terms of the Benchmark Amendments, the Issuer and the Guarantor shall, subject to the Issuer giving notice to the Trustee, the Calculation Agent and the Noteholders thereof in accordance with Condition 6(h)(v), without any requirement for the consent or approval of Noteholders or Couponholders vary these Conditions and/or the Trust Deed and/or the Agency Agreement, as applicable, to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee of a certificate signed by a director or a duly Authorised Signatory of the Issuer pursuant to Condition 6(h)(v), the Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders or Couponholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed and/or the Agency Agreement), provided that the Trustee shall not be obliged so to concur if in the opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or protective provisions afforded to the Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way and the Trustee shall not be liable to any party for any consequences thereof.

In connection with any such variation in accordance with this Condition 6(h)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notice

The Issuer will promptly notify the Trustee, the Agents, the Calculation Agent and, in accordance with Condition 17, the Noteholders promptly of any Successor Rate, Alternative Rate, Adjustment Spread, the specific terms of any Benchmark Amendments determined under this Condition 6(h) and the specific terms of any amendments to these Conditions, the Agency Agreement and/or the Trust Deed. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee a certificate signed by a director or a duly Authorised Signatory of the Issuer:

(I) confirming (a) that a Benchmark Event has occurred, (b) the Successor Rate or, as the case may be, the Alternative Rate, (c) the applicable Adjustment Spread and (d) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 6(h); and

(II) certifying that the Benchmark Amendments (if any) are necessary to follow market practice or give effect to any application of this Condition 6(h) and to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Trustee shall be entitled to rely on such certificate (without further enquiry or liability to any person) as sufficient evidence thereof.

The Trustee shall not be liable to the Noteholders or any other person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.

Without prejudice to the Trustee's ability to rely on such certificate (as aforesaid), the Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error, bad faith or fraud in the determination of the Successor Rate or Alternative Rate and the applicable Adjustment Spread and the Benchmark Amendments (if any)) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Agents, the Noteholders and, if applicable, the Couponholders as of their effective date.

(vi) Fallbacks

Without prejudice to the obligations of the Issuer and the Guarantor under this Condition 6(h), the Original Reference Rate and the fallback provisions provided for in the definition of Reset Reference Bank Rate will continue to apply unless and until a Benchmark Event has occurred and the Trustee, the Agents and the Calculation Agent have been notified of the Successor Rate or the Alternative Rate (as the case may be) and the Adjustment Spread and any Benchmark Amendments in accordance with this Condition.

If, following the occurrence of a Benchmark Event and in relation to the determination of the Reset Rate of Interest (or any component part thereof) on the relevant Reset Determination Date, no Successor Rate or Alternative Rate (as applicable) or (in either case) applicable Adjustment Spread is determined and notified to the Calculation Agent, in each case in accordance with this Condition 6(h), by five London Business Days prior to such Reset Determination Date, the Original Reference Rate will continue to apply for the purposes of determining such Reset Rate of Interest (or any component part thereof) on such Reset Determination Date, with the effect that the fallback provisions provided for in the definition of Reset Reference Bank Rate will (if applicable) continue to apply to such determination.

For the avoidance of doubt, this Condition 6(h)(vi) shall apply to the determination of the Reset Rate of Interest (or any component part thereof) on the relevant Reset Determination Date only, and the Reset Rate of Interest (or any component part thereof) applicable to any subsequent Reset Period(s) is subject to the subsequent operation of, and to adjustment as provided in, this Condition 6(h).

Notwithstanding any other provision of this Condition 6(h), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments, in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 6(h), the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own bad faith or wilful default or that of its officers, employees or agents) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such bad faith or wilful default or that of its officers, employees or agents) shall not incur any liability for not doing so.

(i) Calculation Agent

The Issuer shall procure that there shall at all times be one or more Calculation Agents for so long as any Note is outstanding (as defined in the Trust Deed). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable

or unwilling to act as such or if the Calculation Agent fails duly to establish the Reset Rate of Interest for a Reset Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount or to comply with any other requirement the Issuer shall (with the prior approval of the Trustee) appoint a leading bank or financial institution engaged in the interbank market that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(j) Notifications, etc. to be final

All notifications, communications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6, whether by the Reference Banks (or any of them), the Calculation Agent or the Trustee shall (in the absence of manifest error, bad faith or wilful default) be binding upon the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Agents and all Noteholders and Couponholders and (in the absence of bad faith or wilful default) no liability to the Issuer, the Guarantor, the Trustee, the Noteholders or the Couponholders shall attach to the Reference Banks (or any of them), the Calculation Agent or the Trustee in connection with the exercise or non-exercise by any of them of their powers, duties and discretions pursuant to such provisions.

(k) Definitions

In these Conditions:

"Adjustment Spread" means either (x) a spread (which may be positive, negative or zero), or (y) a formula or methodology for calculating a spread, which in either case is to be applied to the Successor Rate or the Alternative Rate (as the case may be) in accordance with Condition 6(h)(iii), and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(ii) in the case of an Alternative Rate or (where (i) above does not apply) in the case of a Successor Rate, the Independent Adviser or the Issuer, as applicable, determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(iii) (if the Independent Adviser or the Issuer, as applicable, determines that neither (i) nor (ii) above applies) the Independent Adviser or the Issuer, as applicable, determines as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

"Alternative Rate" means an alternative to the Original Reference Rate which the Independent Adviser or the Issuer, as applicable, determines in accordance with Condition 6(h)(ii) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for debt securities with an interest period of comparable duration to the term of the relevant Floating Leg and in the same Specified Currency as the Notes, or if the Independent Adviser or the Issuer, as applicable, determines that there

is no such rate, such other rate as the Independent Adviser or the Issuer, as applicable, determines in its sole discretion is most comparable to the Original Reference Rate.

"Benchmark Amendments" has the meaning given to it in Condition 6(h)(iv).

"Benchmark Event" means, with respect to an Original Reference Rate:

(i) the Original Reference Rate ceasing to exist or be published or administered; or

(ii) the later of (1) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (2) the date falling six months prior to the specified date referred to in (ii)(1); or

(iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or

(iv) the later of (1) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (2) the date falling six months prior to the specified date referred to in (iv)(1); or

(v) the later of (1) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date and (2) the date falling six months prior to the specified date referred to in (v)(1); or

(vi) it has or will prior to the next Reset Determination Date become unlawful or otherwise prohibited for the Issuer, the Guarantor, the Calculation Agent or any Agent to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate; or

(vii) the making of a public statement by the supervisor of the administrator of such Original Reference Rate announcing that such Original Reference Rate is no longer representative of, or will no longer be representative of, an underlying market and such representativeness will not be restored (as determined by such supervisor) or may no longer be used.

"Benchmark Gilt" means, in respect of a Reset Period, such United Kingdom government security customarily used at the time of selection in the pricing of new issues with a similar tenor having an actual or interpolated maturity date on or about the last day of such Reset Period as the Issuer (on the advice of an investment bank of international repute) may determine to be appropriate following any guidance published by the International Capital Market Association at the relevant time (if any).

"Benchmark Gilt Dealing Day" means a day on which the London Stock Exchange plc (or such other stock exchange on which the relevant Benchmark Gilt is at the relevant time listed) is ordinarily open for the trading of securities.

"Benchmark Gilt Reference Rate" means in respect of a Reset Period, the gross redemption yield (as determined by the Issuer in accordance with generally accepted market practice and following consultation with an independent financial institution of international repute or an independent financial adviser with appropriate expertise in the international debt capital markets (which, for the avoidance of doubt, could be the Calculation Agent)), on a semi-annual compounding basis (rounded up (if necessary) to four decimal places) of the Benchmark Gilt in respect of that Reset Period, with the price of the

Benchmark Gilt for the purpose of determining the gross redemption yield being the arithmetic average (rounded up (if necessary) to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered prices of such Benchmark Gilt quoted by the Reference Banks at 11.00 a.m. (London time) on the Reset Determination Date in respect of such Reset Period on a dealing basis for settlement on the next following Benchmark Gilt Dealing Day in London. If at least four quotations are provided, the Benchmark Gilt Reference Rate will be determined by reference to the rounded arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the Benchmark Gilt Reference Rate will be determined by reference to the rounded arithmetic mean of the quotations provided. If only one quotation is provided, the Benchmark Gilt Reference Rate will be determined by reference to the rounded quotation provided. If no quotations are provided, the Benchmark Gilt Reference Rate will be the previous Benchmark Gilt Reference Rate or (in the case of the first Reset Period) the First Reset Period Fallback.

"Benchmark Gilt Reset Interest Rate" means, in respect of a Reset Period, the rate that is determined by the Calculation Agent as the sum of the relevant Benchmark Gilt Reference Rate plus the Margin applicable to that Reset Period, with such sum converted to an annual basis (such calculation to be made by the Calculation Agent).

"First Margin" shall be as specified in the applicable Final Terms.

"First Reset Period" means the period from (and including) the First Reset Date to (but excluding) the first Subsequent Reset Date or, if no such Subsequent Reset Date is specified in the applicable Final Terms, the Maturity Date (if applicable).

"First Reset Date" shall be as specified in the applicable Final Terms.

"First Reset Period Fallback" shall be as specified in the applicable Final Terms.

"Fixed Leg" shall be as specified in the applicable Final Terms.

"Floating Leg" shall be as specified in the applicable Final Terms.

"Independent Adviser" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise in the international debt capital markets appointed by the Issuer, at its own expense, under Condition 6(h)(i).

"Initial Rate of Interest" shall be as specified in the applicable Final Terms.

"Margin" means in respect of:

(i) the First Reset Period, the First Margin; and

(ii) each Subsequent Reset Period, the relevant Subsequent Margin.

"Mid-Swap Reset Interest Rate" means, in respect of a Reset Period, the sum of the Swap Rate in relation to that Reset Period plus the Margin applicable to that Reset Period.

"Original Reference Rate" means the originally specified benchmark or screen rate (as applicable) used to determine the relevant Rate of Interest (or any component part thereof) in respect of any Reset Period(s), provided that if, following one or more Benchmark Event(s), such originally specified benchmark or screen rate (or any Successor Rate or Alternative Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Rate and a Benchmark Event subsequently

occurs in respect of such Successor Rate or Alternative Rate, the term "Original Reference Rate" shall include any such Successor Rate or Alternative Rate.

"Reference Banks" means (i) where Mid-Swap Reset Interest Rate is specified as the Reset Rate of Interest in the applicable Final Terms, five leading swap dealers selected by the Issuer in the principal interbank market relating to the Specified Currency, (ii) where Benchmark Gilt Reset Interest Rate is specified as the Reset Rate of Interest in the applicable Final Terms, five brokers of gilts and/or gilt-edged market makers selected by the Issuer and (iii) where Reference Bond Reset Interest Rate is specified as the Reset Rate of Interest in the applicable Final Terms, the principal office in the principal financial centre of the Specified Currency of five major banks which are primary government securities dealers or market makers in pricing corporate bond issues in the Specified Currency.

"Reference Bond Rate" means, in respect of a Reset Period:

(i) the arithmetic average (expressed as a percentage rate per annum and rounded, if necessary, to the third decimal place (0.0005 per cent. being rounded upwards)) of the bid and offered yields of the relevant Reset Reference Bond, as determined by the Calculation Agent by reference to the Reset Screen Page at the Relevant (Reset) Time on such Reset Determination Date; or

(ii) if such rate does not appear on the Reset Screen Page at such Relevant (Reset) Time on such Reset Determination Date, the Reset Reference Bank Rate on such Reset Determination Date.

"Reference Bond Reset Interest Rate" means, in respect of a Reset Period, the sum of the Reference Bond Rate in relation to that Reset Period plus the Margin applicable to that Reset Period.

"Relevant (Reset) Time" shall mean 11.00 a.m. (in the principal financial centre of the Specified Currency) or such other time as specified in the applicable Final Terms.

"Relevant Nominating Body" means, in respect of an Original Reference Rate:

(i) the central bank for the currency to which the Original Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate; or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank for the currency to which the Original Reference Rate relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate, (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof.

"Reset Date" means each of:

(i) the First Reset Date; and

(ii) each Subsequent Reset Date (as applicable).

"Reset Determination Date" means, in respect of a Reset Period, each date specified in the applicable Final Terms.

"Reset Period" means the First Reset Period and/or each Subsequent Reset Period, as the case may be.

"Reset Rate of Interest" means, in respect of a Reset Period, (i) if Mid-Swap Reset Interest Rate is specified as the Reset Rate of Interest in the applicable Final Terms, the Mid-Swap Reset Interest Rate, (ii) if Benchmark Gilt Reset Interest Rate is specified as the Reset Rate of Interest in the applicable Final Terms, the Benchmark Gilt Reset Interest Rate, and (iii) if Reference Bond Reset Interest Rate is

specified as the Reset Rate of Interest in the applicable Final Terms, the Reference Bond Reset Interest Rate.

"Reset Reference Bank Rate" means the percentage rate determined on the basis of (i) if Mid-Swap Reset Interest Rate is specified as the Reset Rate of Interest in the applicable Final Terms, the Swap Rate Quotations provided by the Reference Banks to the Issuer and the Calculation Agent at the Issuer's request at approximately 11.00 a.m. (in the principal financial centre of the Specified Currency) on the relevant Reset Determination Date or (ii) if Reference Bond Reset Interest Rate is specified as the Reset Rate of Interest in the applicable Final Terms, the Reset Reference Bond Quotations provided by the Reference Banks to the Issuer and the Calculation Agent at the Issuer's request at or around the Relevant (Reset) Time on such Reset Determination Date and, in each case, rounded, if necessary, to the third decimal place (0.0005 per cent. being rounded upwards). If one quotation is provided, the Reset Reference Bank Rate will be such quotation. If two or more quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating, if at least five quotations are provided, the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If no quotations are provided, the applicable Reset Reference Bank Rate for the relevant Reset Period will be: (i) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the relevant Swap Rate or Reference Bond Rate (as applicable) in respect of the immediately preceding Reset Period; or (ii) in the case of the Reset Period commencing on the First Reset Date, the First Reset Period Fallback.

"Reset Reference Bond" means, in respect of a Reset Period, a government security or securities issued by the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany), as selected by the Issuer on the advice of an investment bank of international repute, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to such Reset Period.

"Reset Reference Bond Quotation" means, in relation to a Reference Bank and a Reset Determination Date, if Reference Bond Reset Interest Rate is specified as the Reset Rate of Interest in the applicable Final Terms, the arithmetic average of the bid and offered yields for the relevant Reset Reference Bond provided by such Reference Bank to the Issuer (and such bid and offered yields for the relevant Reset Reference Bond shall be provided by the Issuer to the Calculation Agent) at approximately the Relevant (Reset) Time on such Reset Determination Date.

"Reset Screen Page" means the page, section or information service specified in the applicable Final Terms, or such other page, section or other part as may replace it, as may be nominated by the party providing or sponsoring the information appearing there for the purpose of displaying rates or yields (as the case may be) comparable to the Reset Rate of Interest.

"Subsequent Margin" shall, in respect of a Subsequent Reset Period, be the margin or margins as specified in the applicable Final Terms as applying to such Subsequent Reset Period.

"Subsequent Reset Date" shall be the date or dates as specified in the applicable Final Terms.

"Subsequent Reset Period" means the period from, and including, the first (or only) Subsequent Reset Date to, but excluding, the next Subsequent Reset Date (if any) or, if there is no such succeeding Subsequent Reset Date, the Maturity Date (if applicable), and if applicable each successive period from, and including, a Subsequent Reset Date to, but excluding, the next Subsequent Reset Date or, if there is no such Subsequent Reset Date, the Maturity Date (if applicable).

"Successor Rate" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

"Swap Rate" means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period, the applicable annual or semi-annual (as specified in the applicable Final Terms) mid-swap rate for swap transactions in the Specified Currency (with a maturity equal to that of the Swap Rate Period) as displayed on the Reset Screen Page as at 11.00 a.m. (in the principal financial centre of the Specified Currency) on such Reset Determination Date. In the event that such mid-swap rate does not appear on the Reset Screen Page on the relevant Reset Determination Date at approximately that time, the applicable Swap Rate will be the relevant Reset Reference Bank Rate.

"Swap Rate Period" shall be as specified in the applicable Final Terms.

"Swap Rate Quotations" means the arithmetic mean of the bid and offered rates:

(i) if the Specified Currency is euro, for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating interest rate swap in euro which: (i) has a term commencing on the first day of the relevant Reset Period which is equal to that of the relevant Swap Rate Period; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market; and (iii) has a floating leg based on the Floating Leg; or

(ii) if the Specified Currency is not euro, for the Fixed Leg of a fixed-for-floating interest rate swap in the Specified Currency which: (i) has a term of commencing on the first day of the relevant Reset Period which is equal to that of the relevant Swap Rate Period; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market; and (iii) has a floating leg based on the Floating Leg.

7 Redemption, Purchase and Substitution and Variation

(a) Notes with a specified Maturity Date

If the Maturity Date is specified as a fixed date in the applicable Final Terms, unless previously redeemed or purchased and cancelled or substituted or varied as provided in these Conditions, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms, together with any accrued and unpaid interest up to, but excluding, the Maturity Date and any outstanding Arrears of Interest (without double counting) in the relevant Specified Currency on the Maturity Date. In the case of Notes where the Specified Currency is Renminbi, if the Maturity Date falls on a day which is not a Business Day, the Maturity Date will be the next succeeding Business Day unless it would thereby fall in the next calendar month in which event the Maturity Date shall be brought forward to the immediately preceding Business Day.

(b) Notes with no Maturity Date

If the Maturity Date is specified as "Perpetual" in the applicable Final Terms, the Notes are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall only have the right to redeem, purchase or substitute or vary the Notes in accordance with the following provisions of this Condition 7.

(c) Early redemption at the option of the Issuer (Issuer Call)

If Issuer Call is specified as "Applicable" in the applicable Final Terms, the Issuer may, on the giving of (i) not less than 10 and not more than 60 calendar days' (or such other period of notice as may be specified in the applicable Final Terms) notice to the Noteholders (in accordance with Condition 17); and (ii) notice to the Trustee and the Issuing and Paying Agent not less than five calendar days' before giving the notice referred to in (i) above (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem the Notes (in whole but not in part) on any Optional Redemption Date, at the Optional Redemption Amount specified in the applicable Final Terms, together with accrued but unpaid interest up to (but excluding) the relevant Optional Redemption Date and any outstanding Arrears of Interest (without double counting).

(d) Early redemption following an Accounting Event, a Gross-Up Event, a Rating Agency Event, a Substantial Repurchase Event or a Tax Deduction Event

Subject to Condition 7(e), if Redemption following an Accounting Event, Redemption following a Gross-Up Event, Redemption following a Rating Agency Event, Redemption following a Substantial Repurchase Event and/or Redemption following a Tax Deduction Event, as the case may be, is specified as "Applicable" in the applicable Final Terms and an Accounting Event, a Gross-Up Event, a Rating Agency Event, a Substantial Repurchase Event or a Tax Deduction Event, as the case may be, occurs, the Issuer may, subject to applicable laws, redeem the Notes (in whole but not in part) at their Early Redemption Amount (Accounting Event), Early Redemption Amount (Gross-Up Event), Early Redemption Amount (Rating Agency Event), Early Redemption Amount (Substantial Repurchase Event) or Early Redemption Amount (Tax Deduction Event), as applicable, plus any accrued but unpaid interest up to (but excluding) the relevant redemption date and any outstanding Arrears of Interest (without double counting) on the giving of (i) not less than 10 and not more than 60 calendar days' (or such other period of notice as may be specified in the applicable Final Terms) notice to the Noteholders (in accordance with Condition 17); and (ii) notice of redemption to the Trustee and the Issuing and Paying Agent not less than five calendar days' before giving the notice referred to in (i) above (which notices shall be irrevocable and shall specify the date fixed for redemption).

(e) Conditions to Early Redemption, Substitution or Variation for an Accounting Event, a Gross-Up Event, a Rating Agency Event, a Substantial Repurchase Event or a Tax Deduction Event

(i) In the case of an Accounting Event or a Substantial Repurchase Event, prior to giving any notice of redemption or (in the case of an Accounting Event only) substitution or variation, the Issuer will deliver or procure that there is delivered to the Trustee a certificate signed by one director or by one Authorised Signatory of the Issuer or the Guarantor, as the case may be, on behalf of the Issuer or the Guarantor, as the case may be, stating that an Accounting Event or a Substantial Repurchase Event, as the case may be, has occurred. The Trustee shall be entitled, without further enquiry or liability to any person, to accept such certification as sufficient evidence that an Accounting Event or a Substantial Repurchase Event, as the case may be, has occurred, in which event it shall be conclusive and binding on the Noteholders.

(ii) In the case of a Gross-Up Event:

(I) no such notice of redemption, substitution or variation may be given earlier than 90 calendar days prior to the earliest calendar day on which the Issuer or the Guarantor, as the case may be, would be obliged to pay the Additional Amounts in question were a payment in respect of the Notes then due; and

(II) prior to the giving of any such notice of redemption, substitution or variation, the Issuer will deliver or procure that there is delivered to the Trustee (1) a certificate signed by one director or by one Authorised Signatory of the Issuer or the Guarantor, as the case may be, on behalf of the Issuer or the Guarantor, as the case may be, stating that the Issuer is entitled to effect such redemption, substitution or variation and setting out a statement of facts showing that the conditions to the exercise of the right of the Issuer to redeem, substitute or vary have been satisfied and that the obligation to pay Additional Amounts cannot be avoided by the Issuer or the Guarantor, as the case may be, taking reasonable measures available to it; and (2) an opinion of independent legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor has or will become obliged to pay Additional Amounts as a result of a Tax Law Change and such amendment or change has occurred (irrespective of whether such amendment or change is then effective), and the Trustee shall be entitled, without further enquiry or liability to any person, to accept the above certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders.

(iii) In the case of a Rating Agency Event or a Tax Deduction Event, prior to giving any notice of redemption, substitution or variation the Issuer will deliver or procure that there is delivered to the Trustee a certificate signed by one director or by one Authorised Signatory of the Issuer or the Guarantor, as the case may be, on behalf of the Issuer or the Guarantor, as the case may be, stating that a Rating Agency Event or a Tax Deduction Event, as the case may be, has occurred and stating in the case of a Tax Deduction Event that the relevant loss of deduction cannot be avoided by the Issuer or the Guarantor, as the case may be, taking reasonable measures available to it and, in the case of a Tax Deduction Event, an opinion of independent legal advisers of recognised standing to the effect that a Tax Deduction Event has occurred or would occur as a result of a Tax Law Change (in the case of a Tax Deduction Event pursuant to limb (i) of such definition). The Trustee shall be entitled, without further enquiry or liability to any person, to accept such certification and, in the case of a Tax Deduction Event, opinion as sufficient evidence that a Rating Agency Event or a Tax Deduction Event, as the case may be, has occurred, in which event it shall be conclusive and binding on the Noteholders.

(iv) In relation to a substitution or variation pursuant to Condition 7(g), such certificate shall also include further certifications that the terms of the Qualifying Securities are not materially less favourable to Noteholders than the terms of the Notes, that such determination was reached by the Issuer, acting reasonably, in consultation with an independent investment bank or counsel of international standing and that the criteria specified in paragraphs (i) to (x) of the definition of Qualifying Securities will be satisfied by the Qualifying Securities upon issue. The Trustee shall be entitled without further enquiry or liability to any person, to accept such certification as sufficient evidence of the satisfaction of the conditions precedent set out in such paragraphs, in which event it shall be conclusive and binding on the Noteholders.

(f) Make-Whole Redemption by the Issuer

If (A) the Maturity Date is specified as a fixed date in the applicable Final Terms, and (B) Make-Whole Redemption by the Issuer is specified as "Applicable" in the applicable Final Terms, the Issuer may, on giving: (i) not less than 10 nor more than 30 days' notice (or such other notice period as may be specified in the applicable Final Terms) to the Noteholders in accordance with Condition 17; and (ii) notice to the Trustee and the Paying Agents not less than five days' before giving the notice referred to in (i) above (which notices shall be irrevocable and shall specify the date fixed for redemption (the "Make-Whole Redemption Date")), redeem the Notes (in whole but not in part) on the Make-Whole Redemption Date

at the Make-Whole Redemption Amount together with accrued but unpaid interest up to (but excluding) the Make-Whole Redemption Date and any outstanding Arrears of Interest (without double counting).

The Notes in respect of which any such notice is given shall be redeemed on the date specified on such notice in accordance with this Condition 7(f).

In this Condition 7(f):

"Benchmark Yield" means the yield at the Make-Whole Redemption Calculation Date of the Reference Bond.

"DA Selected Bond" means a government security or securities selected by the Determination Agent as having an actual or interpolated maturity comparable with the Remaining Term of the Notes to be redeemed, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the Remaining Term of the Notes to be redeemed.

"Determination Agent" means an independent financial institution of international repute or independent financial adviser with appropriate expertise, appointed by the Issuer at its own expense, in prior consultation with the Trustee and notified to the Noteholders in accordance with Condition 17.

"Make-Whole Redemption Amount" means the higher of: (i) the principal amount of the relevant Note to be redeemed; and (ii) the Present Value, as calculated by the Determination Agent.

"Make-Whole Redemption Calculation Date" shall be as set out in the applicable Final Terms.

"Present Value" means the sum of the present values of the remaining scheduled payments of principal and interest on the Note to be redeemed up to (and including) the Maturity Date, excluding any interest accrued to (but excluding) the Make-Whole Redemption Date and any outstanding Arrears of Interest (without double counting), each discounted to the Make-Whole Redemption Date. The Determination Agent will calculate the Present Value in accordance with market convention on a basis which is consistent with the calculation of interest as set out in Condition 6, using the Benchmark Yield plus the Redemption Margin (if any) specified in the applicable Final Terms.

"Redemption Margin" shall be as set out in the applicable Final Terms.

"Reference Bond" shall be as set out in the applicable Final Terms, and if such security is not available at that time or is not appropriate for such purpose for reasons of illiquidity or otherwise as determined by the Determination Agent, the Reference Bond shall be the DA Selected Bond.

"Remaining Term" means the remaining term to the Maturity Date.

(g) Substitution and Variation

If Redemption following an Accounting Event, Redemption following a Gross-Up Event, Redemption following a Rating Agency Event and/or Redemption following a Tax Deduction Event, as the case may be, is specified as "Applicable" in the applicable Final Terms and an Accounting Event, a Gross-Up Event, a Rating Agency Event or a Tax Deduction Event, as the case may be, occurs, the Issuer may, subject to Condition 7(e) (without any requirement for the consent or approval of the Noteholders) and subject to its having satisfied the Trustee immediately prior to the giving of any notice referred to herein that the provisions of this Condition 7(g) and Condition 7(e) have been complied with, and having given not fewer than 10 nor more than 60 calendar days' irrevocable notice of substitution or, as the case may be, variation to the Noteholders (in accordance with Condition 17), the Trustee and the Issuing and Paying Agent, at any time either (i) substitute all, but not some only, of the Notes for, or (ii) vary the terms of the Notes

with the effect that they remain or become, as the case may be, Qualifying Securities, and the Trustee shall (subject to the following provisions of this Condition 7(g) and subject to the receipt by it of the certificate of a director or an Authorised Signatory of the Issuer or the Guarantor (as applicable) referred to in Condition 7(e) above) agree to such substitution or variation but without further responsibility or liability on the part of the Trustee.

Upon expiry of such notice, the Issuer shall either vary the terms of or, as the case may be, substitute the Notes in accordance with this Condition 7(g).

Any such variation or, as the case may be, substitution pursuant to this Condition 7(g) shall only be permitted if it does not result in the Qualifying Securities not being or no longer being (as the case may be) eligible for the same, or a higher amount of, "equity credit" as is attributed to the Notes on the date notice is given to the Noteholders of the aforementioned variation or, as the case may be, substitution.

Prior to the giving of any notice of variation or, as the case may be, substitution pursuant to this Condition 7(g), the Issuer will (if and to the extent that the Notes then have a level of "equity credit" ascribed to them by any Rating Agency) deliver or procure that there is delivered to the Trustee a certificate signed by a director or by an Authorised Signatory of the Issuer stating that the Qualifying Securities will have a level of "equity credit" ascribed to them by each Rating Agency which is equal to or higher than that which was ascribed to the Notes immediately prior to such variation or, as the case may be, substitution. The Trustee shall be entitled, without further enquiry or liability to any person, to accept such certification as sufficient evidence of the matters referred to therein, in which event it shall be conclusive and binding on the Noteholders.

Subject as aforesaid, the Trustee shall, without any requirement for the consent or approval of the Noteholders, execute any documents necessary to effect the substitution of the Notes for, or the variation of the terms of the Notes so that they remain, or as the case may be, become, Qualifying Securities, provided that the Trustee shall not be obliged to execute any such documents if, in the Trustee's opinion, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to it in these Conditions and/or any documents to which it is a party in any way against which it is not indemnified and/or secured and/or prefunded to its satisfaction. If the Trustee does not execute any necessary documents as provided above, the Issuer may redeem the Notes as provided elsewhere in this Condition 7.

In connection with any substitution or variation in accordance with this Condition 7(g), the Issuer and the Guarantor shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Any such substitution or variation in accordance with the foregoing provisions shall not be permitted if any such substitution or variation would give rise to an Accounting Event, a Gross-Up Event, a Rating Agency Event or a Tax Deduction Event with respect to the Notes or the Qualifying Securities.

(h) Purchase of Notes

The Issuer, the Guarantor and any of their respective Subsidiaries may, to the extent permitted by applicable law, at any time purchase Notes (provided that all Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

(i) Cancellations

All Notes purchased or substituted by or on behalf of the Issuer, the Guarantor or any of their respective Subsidiaries shall (in the case of any Notes purchased or substituted by or on behalf of the Issuer) or may (in the case of any Notes purchased or substituted by or on behalf of the Guarantor or any Subsidiaries of the Issuer or the Guarantor) be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar, and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

(j) Trustee not obliged to monitor

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists within this Condition 7 and will not be responsible to Noteholders for any loss arising from any failure by it to do so. Unless and until the Trustee has actual written notice of the occurrence of any event or circumstance within this Condition 7, it shall be entitled without liability to assume that no such event or circumstance exists.

8 Payments and Talons

(a) Bearer Notes

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the Notes (in the case of payments of principal and, in the case of interest, as specified in Condition 8(f)(v)) or Coupons (in the case of interest, save as specified in Condition 8(f)(ii)), as the case may be, in the case of a currency other than Renminbi, at the specified office of any Paying Agent outside the United States by a cheque payable in the currency in which such payment is due drawn on, or, at the option of the holder, by transfer to an account denominated in that currency with, a Bank and, in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong.

In this paragraph, "Bank" means a bank in the principal financial centre for such currency (and which if the currency is Australian dollars or New Zealand dollars shall be Melbourne or Wellington, respectively) or, in the case of euro, in a city in which banks have access to T2.

(b) Registered Notes

(i) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in subparagraph (ii) below.

(ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifth (in the case of Renminbi) and fifteenth (in the case of a currency other than Renminbi) day before the due date for payment thereof (the "Record Date"). Payments of interest on each Registered Note shall be made:

(I) in the case of a currency other than Renminbi in the currency in which such payments are due by cheque drawn on a bank in the principal financial centre of the country of the currency concerned and mailed to the holder (or the first named of joint holders) of such

Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date and subject as provided in paragraph (a) above, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank; and

(II) in the case of a Renminbi Note, shall be made by transfer to the registered account of the Noteholder.

In this Condition 8(b), "registered account" means the Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong, details of which appear on the Register at the close of business on the Record Date.

(c) Payments in the United States

Notwithstanding the foregoing, if any Bearer Notes are denominated in US dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) Payments Subject to Fiscal Laws

Save as provided in Condition 9, payments will be subject in all cases to (i) any other applicable fiscal or other laws and regulations in the place of payment or other laws and regulations to which the Issuer or the Guarantor agree to be subject and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, and neither the Issuer nor the Guarantor will be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements (without prejudice to the provisions of Condition 8). No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) Appointment of Agents

The Issuing and Paying Agent, the Paying Agents, the Canadian Authentication Agent, the CDP Issuing and Paying Agent, the CMU Lodging Agent, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and the Guarantor and their respective specified offices are listed below. The Issuing and Paying Agent, the Paying Agents, the Canadian Authentication Agent, the CDP Issuing and Paying Agent, the CMU Lodging Agent, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Canadian Authentication Agent, the CDP Issuing and Paying Agent, the CMU Lodging Agent, the Registrar, any Transfer Agent or the Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to the Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) a Canadian Authentication Agent and a Paying Agent able to make payments to the Canadian Depository for Securities ("CDS") in accordance with CDS's procedures in relation to Notes denominated

in Canadian dollars and settled and cleared through CDS, (v) a CDP Issuing and Paying Agent in relation to Notes cleared through CDP, (vi) a CMU Lodging Agent in relation to Notes accepted for clearance through the CMU Service, (vii) one or more Calculation Agent(s) where the Conditions so require, and (viii) so long as the Notes are listed on any stock exchange, a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange (or any other relevant authority), in any of cases (i)-(viii), as approved by the Trustee.

In addition, the Issuer and the Guarantor shall appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in US dollars in the circumstances described in paragraph (c) above. In respect of any Notes denominated in Swiss Francs and offered to the public in Switzerland and/or listed on the SIX Swiss Exchange, the Issuer will at all times maintain a Paying Agent having a specified office in Switzerland and will at no time maintain a Paying Agent having a specified office outside Switzerland. In addition, all references in these Terms and Conditions to the "Issuing and Paying Agent" shall, so far as the context permits, be construed as references to the "Principal Swiss Paying Agent" and the "Swiss Paying Agents" respectively.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 17. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

(f) Unmatured Coupons and Unexchanged Talons

(i) Unless the Notes provide otherwise, the Coupons related thereto are to become void upon the due date for redemption of those Notes. Bearer Notes should be surrendered for payment together with all unmatured Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, the relevant Early Redemption Amount, the Optional Redemption Amount or the Make-Whole Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 10).

(ii) If the Notes so provide, upon the due date for redemption of any Bearer Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where any Bearer Note that provides that the unmatured Coupons related thereto are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the interest Commencement Date, as the

case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be.

(g) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, a Talon forming part of such Coupon sheet (where applicable to the relevant Series of Notes) may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 10).

(h) Non-Business Days

If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph and Condition 8(l) below, "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as "Financial Centres" in the applicable Final Terms and:

(i) (in the case of a payment in a currency other than euro and Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(ii) (in the case of a payment in euro) on which banks are open for business and carrying out transactions in euro in the jurisdiction in which the euro account specified by the payee is located and a day on which T2 is open; or

(iii) (in the case of a payment in Renminbi cleared through CDP) a day (other than a Saturday, a Sunday or a gazetted public holiday in Singapore) on which CDP and commercial banks are open for business in Singapore, London, Beijing and Hong Kong; or

(iv) (in the case of a payment in Renminbi) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong,

provided that, for the avoidance of doubt, notwithstanding the above, if one or more Financial Centres is specified in the applicable Final Terms, "business day" in this paragraph shall mean a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation in each of such Financial Centres whether or not the foregoing provisions of this definition would give the same result.

(i) Definition of the euro

Reference in these Conditions to the euro are to the currency which was introduced at the start of the third stage of European economic and monetary union pursuant to Article 109(4) of the Treaty.

*(j) Transfer Restriction**

Payments on the Notes will be made irrespective of any present or future transfer restrictions and regardless of any bilateral or multilateral payment or clearing agreement which may be applicable at any time to such payment.

*(k) Discharge of the Issuer**

The receipt by the Principal Swiss Paying Agent, of the due and punctual payment of the funds in Swiss francs in Zurich shall release the Issuer from its obligation under the Notes and Coupons for the payment of principal and interest due on the respective payment dates to the extent of such payments and except to the extent that there is default in the subsequent payment thereof to the Noteholders or Couponholders (as the case may be).

Except to the extent required by law, payments of principal and interest in respect of the Notes shall be made in freely disposable Swiss francs without collection costs and whatever the circumstances may be, irrespective of the nationality, domicile or residence of the holder of the Notes and without requiring any certification, affidavit or the fulfilment of any other formality.

(l) Inconvertibility, Non-transferability or Illiquidity

In respect of a Note the Specified Currency of which is Renminbi, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer or the Guarantor, as the case may be, is not able, or it would be impracticable for it, to satisfy payments of principal or interest (in whole or in part) in respect of Notes when due in Renminbi in Hong Kong, the Issuer or the Guarantor, as the case may be, on giving not less than five nor more than 30 days irrevocable notice to the Noteholders prior to the due date for payment, shall be entitled to satisfy their respective obligations in respect of such payment by making such payment in US dollars on the basis of the Spot Rate on the second FX Business Day prior to such payment.

Any payment made under such circumstances in US dollars will constitute valid payment, and will not constitute a default in respect of the Notes.

"FX Business Day" shall mean a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments in US dollars in Hong Kong and New York.

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong.

"Illiquidity" means the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer or the Guarantor, as the case may be, cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Notes.

"Inconvertibility" means the occurrence of any event that makes it impossible for the Issuer or the Guarantor, as the case may be, to convert any amount due in respect of the Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor, as the case may be, to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation becomes effective after the Issue Date of the first tranche of Notes and it is impossible for the Issuer or the Guarantor, as the case may be, due to an event beyond its control, to comply with such law, rule or regulation).

"Non-transferability" means the occurrence of any event that makes it impossible for the Issuer or the Guarantor, as the case may be, to deliver Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor, as the case may be, to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation becomes effective

after the Issue Date of the first tranche of Notes and it is impossible for the Issuer or the Guarantor, as the case may be, due to an event beyond its control, to comply with such law, rule or regulation).

"Spot Rate" means the spot US dollar/Renminbi exchange rate for the purchase of US dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong, as determined by the CMU Issuing and Paying Agent in good faith and in a commercially reasonable manner at or around 11.00 a.m. (Hong Kong time) on the date of determination, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the CMU Issuing and Paying Agent in good faith and in a commercially reasonable manner will determine the Spot Rate at or around 11.00 a.m. (Hong Kong time) on the date of determination as the most recently available US dollar/Renminbi official fixing rate for settlement in two FX Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

The CMU Issuing and Paying Agent will not be responsible or liable to the Issuer, the Guarantor or any holder of the Notes for any determination of any Spot Rate determined in accordance with this provision in the absence of its own gross negligence, bad faith or wilful misconduct.

9 Taxation

(a) Payment without withholding

All payments in respect of the Notes and the Coupons and the Guarantee by or on behalf of the Issuer or, as the case may be, the Guarantor, will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any political subdivision thereof or by any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts ("Additional Amounts") to the Noteholder or Couponholder as shall result in receipt by that Noteholder or Couponholder of such amounts as would have been receivable by it had no such withholding or deduction been required, except that no Additional Amounts shall be payable with respect to any Note or Coupon or any payment under the Guarantee:

(i) to, or to a third party on behalf of, a Noteholder or Couponholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of their having some connection with the United Kingdom other than the mere holding of the Note or Coupon; or

(ii) in circumstances where such a withholding or deduction would not be required if the Noteholder or Couponholder, or any person acting on the Noteholder's or Couponholder's behalf, had satisfied any statutory requirements or obtained and/or presented any form or certificate or had made a declaration of non-residence or similar claim for exemption upon the presentation or making of which the Noteholder or Couponholder would have been able to avoid such withholding or deduction; or

(iii) where the Note or Coupon is presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such Additional Amounts on presenting it for payment on the thirtieth such day; or

(iv) in respect of any estate, inheritance, gift, sales, transfer, personal property, or any similar tax, assessment or governmental charge; or

(v) in respect of any tax, assessment or other governmental charge which is payable other than by withholding or deduction from payments of principal of or interest (including any Arrears of Interest) on such Note or Coupon or under the Guarantee; or

(vi) in respect of any tax, assessment or other governmental charge which is required to be withheld or deducted by any Paying Agent from payments of principal of or interest on any Notes or Coupons, if such payment can be made without such withholding or deduction by at least one other Paying Agent; or

(vii) in respect of any tax, assessment or other governmental charge imposed by reason of such Noteholder's or Couponholder's past or present status as the actual or constructive owner of 10 per cent., or more of the total combined voting power of all classes of stock of the Issuer entitled to vote; or

(viii) in respect of any tax, assessment, or other governmental charge imposed on a Noteholder or Couponholder by reason of its past or present status as a bank that acquired any Notes in consideration for an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; or

(ix) in respect of any combination of items (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) above,

nor shall Additional Amounts be paid with respect to a payment of principal of or interest (including any Arrears of Interest) on any Note or Coupon or under the Guarantee to a Noteholder or Couponholder that is not the beneficial owner of such Note or Coupon or of any of the rights under the Guarantee to the extent that the beneficial owner thereof would not have been entitled to the payment of such Additional Amounts had such beneficial owner been the holder of such Note or Coupon or the recipient of such payment under the Guarantee.

Notwithstanding any other provision of these Conditions or the Trust Deed, any amounts to be paid on the Notes by or on behalf of the Issuer or the Guarantor will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "FATCA Withholding"). None of the Issuer, the Guarantor nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

(b) Additional Amounts

Any reference in the Conditions to any amounts in respect of the Notes (including in relation to any Arrears of Interest) will be deemed also to refer to any Additional Amounts which may be payable under this Condition 9 or under any undertakings given in addition to, or in substitution for, this Condition 9 pursuant to the Trust Deed.

10 Prescription

Claims against the Issuer and/or the Guarantor for payment in respect of the Notes and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case

of principal) or five years (in the case of interest, including any Arrears of Interest) from the appropriate Relevant Date in respect of them. There may not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void upon issue under this Condition 10 or Condition 8.

11 Events of Default

If a default is made by the Issuer or the Guarantor for a period of 30 days or more in the payment of any principal or interest (including any Arrears of Interest) in respect of the Notes which is due and payable, then the Issuer and/or the Guarantor, as the case may be, shall without notice from the Trustee be deemed to be in default under the Trust Deed, the Notes and the Coupons and the Trustee at its sole discretion may (subject to Condition 12), and if so requested by the holders of at least one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction), (a) institute actions, steps or proceedings for the Winding-Up of the Issuer and/or the Guarantor and/or (b) prove in the Winding-Up of the Issuer and/or the Guarantor and/or (c) claim in the liquidation or administration of the Issuer and/or the Guarantor for such payment, such claim being as contemplated in Conditions 3(b) and Condition 4(c), as applicable but may take no further or other action save as set out below.

If an Event of Default occurs, without prejudice to Conditions 3 and 4, the Trustee at its sole discretion may (subject to Condition 12), and if so requested by the holders of at least one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their outstanding principal amount plus any accrued but unpaid interest thereon up to (but excluding) the date of repayment (including, without double counting, any Arrears of Interest). Consequently, a claim under the Guarantee in respect of such amount may be made on, or at any time after, such notice being given to the Issuer to the extent such amount remains unpaid.

12 Enforcement

(a) Enforcement by the Trustee

Without prejudice to Condition 11, the Trustee may at any time, at its discretion (subject to the next following sentence) and without further notice, institute such steps, actions or proceedings against the Issuer and/or the Guarantor as it may think fit to enforce any term or condition (other than any payment obligation of the Issuer or the Guarantor under or arising from the Notes or the Trust Deed, including, without limitation, payment of any principal or interest (including in respect of the Notes, Arrears of Interest and any damages awarded for breach of any obligations)) binding on the Issuer or the Guarantor under the Trust Deed and the Notes, but in no event shall the Issuer or the Guarantor, by virtue of the institution of any such steps, actions or proceedings, be obliged to pay any sum or sums in cash or otherwise, sooner than the same would otherwise have been payable by it under the Conditions. The Trustee will not be bound to take any such steps, actions or proceedings or any other action in relation to the Trust Deed or the Notes unless: (a) it has been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by Noteholders holding at least one-quarter in principal amount of the Notes then outstanding; and (b) it has been indemnified and/or secured and/or prefunded to its satisfaction.

(b) No other remedies

Except as permitted by this Condition 12 (including, without limitation, any rights or remedies of the Trustee under Condition 12(a)) and Condition 11 and without prejudice to the rights and remedies available to the Trustee in respect of fees, expenses and indemnity claims owing to it under the Trust Deed, no remedy against the Issuer or the Guarantor shall be available to the Trustee or the Noteholders in respect of any breach by the Issuer or the Guarantor (as the case may be) of any of its obligations under the Conditions and/or the Trust Deed (as the case may be).

(c) Enforcement by the Noteholders

No Noteholder will be entitled to proceed directly against the Issuer or the Guarantor to enforce any right or remedy under or in respect of any Note or prove in the Winding-Up of the Issuer and/or the Guarantor and/or claim in the liquidation or administration of the Issuer and/or the Guarantor unless the Trustee, having become bound so to proceed, fails or is unable so to do within a reasonable period and the failure or inability is continuing, in which case any such Noteholder may itself institute proceedings against the Issuer or the Guarantor, as the case may be, for the relevant remedy to the same extent (but not further or otherwise) that the Trustee would have been entitled to do so.

13 Meetings of Noteholders, Modifications, Waiver and Substitution

(a) Meetings of Noteholders

The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of these Conditions or certain provisions of the Trust Deed (certain provisions of which may not be materially altered). Such a meeting may be convened by Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in the principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity (if applicable) or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the principal amount of or any other amount payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes (other than as expressly prescribed by Condition 6(h)), (iv) to vary any method of, or basis for, calculating any redemption amount referred to in Condition 7, (v) to vary the currency or currencies of payment or Specified Denomination of the Notes, (vi) to take any steps that as specified in the applicable Final Terms may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (vii) to modify the provisions regarding subordination of the Notes and the Guarantee referred to in Condition 3(b) and Condition 4(c), respectively, (viii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, or (ix) to modify or cancel the Guarantee (each of the matters referred to in paragraphs (i) to (ix) above, a "Basic Terms Modification"), in which case the necessary quorum shall be one or more persons holding or representing not less than two-thirds or at any adjourned meeting not less than one third in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Trust Deed provides that (i) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes, which resolution in writing may be contained in one document or in several documents in or substantially in like form each signed by or on behalf of one or more of such holders, or (ii) consents given by way of electronic consent through the relevant clearing system(s) (in form and substance satisfactory to the Trustee) by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes, shall, in any such case, be as valid, effective and binding as an Extraordinary Resolution duly passed at a meeting of the Noteholders duly convened and held in accordance with the provisions of the Trust Deed.

The agreement or approval of the Noteholders shall not be required in the case of any Benchmark Amendments required pursuant to and in accordance with Condition 6(h) or any variation of these Conditions and/or the Trust Deed required to be made in the circumstances described in Condition 7(g) in connection with the substitution or variation of the terms of the Notes so that they remain or become Qualifying Securities, to which the Trustee has agreed pursuant to the relevant provisions of Condition 6(h) or 7(g), as the case may be.

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the applicable Final Terms in relation to such Series.

(b) Modification of the Trust Deed

The Trustee may agree, without the consent of the Noteholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed, the Notes or the Coupons that is of a formal, minor or technical nature or is made to correct a manifest error or an error which is, in the opinion of the Trustee, proven, to comply with a mandatory provision of the laws of England (or the law of the jurisdiction in which the Issuer is incorporated), and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as practicable.

Notwithstanding the above, the Trustee shall be obliged to concur with the Issuer and the Guarantor in effecting (A) any Benchmark Amendments in the circumstances and as otherwise set out in Condition 6(h) or (B) any substitution or variation of the Notes in the circumstances and as otherwise set out in Condition 7(g) without the requirement for the consent or approval of the Noteholders or Couponholders.

(c) Substitution

The Trustee may agree, without the consent of the Noteholders, to the substitution of the Successor in Business (as defined below) of the Guarantor in place of the Guarantor as the guarantor of the Notes, Certificates and Coupons, and to the substitution of the Guarantor or of its Successor in Business or any Subsidiary of the Guarantor or of its Successor in Business as the principal debtor in respect of the Notes, Certificates or Coupons in each case subject to the relevant provisions of the Trust Deed including, except in the case of the substitution of the Guarantor or its Successor in Business as the principal debtor, to the Notes, Certificates and Coupons being unconditionally and irrevocably guaranteed by the Guarantor or its Successor in Business. In considering any substitution of the Guarantor or its Successor in Business as principal debtor in place of the Issuer, the Trustee shall regard the Issuer as having no assets.

In connection with any proposed substitution as aforesaid, the Trustee shall not have regard to the consequences of substitution for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory.

The term "Successor in Business" means, in relation to the Guarantor, any company which, as a result of any amalgamation, merger or reconstruction the terms of which have previously been approved in writing by the Trustee:

(i) owns beneficially the whole or substantially the whole of the undertaking, property and assets owned by the Guarantor immediately prior thereto; and

(ii) carries on, as successor to the Guarantor, the whole or substantially the whole of the business carried on by the Guarantor immediately prior thereto.

Any such substitution in place of the Issuer or the Guarantor shall only be permitted if it does not result in the Notes no longer being eligible for the same, or a higher amount of, "equity credit" as is attributed to the Notes on the date notice is given to the Noteholders of the aforementioned substitution.

Prior to the giving of any notice of substitution pursuant to Condition 13(e) below, the Issuer will (if and to the extent that the Notes then have a level of "equity credit" ascribed to them by any Rating Agency) deliver or procure that there is delivered to the Trustee a certificate signed by a director or by an Authorised Signatory of the Issuer stating that the Notes following such substitution will have a level of "equity credit" ascribed to them by each Rating Agency which is equal to or higher than that which was ascribed to the Notes immediately prior to such substitution. The Trustee shall be entitled, without further enquiry or liability to any person, to accept such certification as sufficient evidence of the matters referred to therein, in which event it shall be conclusive and binding on the Noteholders.

(d) Entitlement of the Trustee

In connection with the exercise of its functions (including but not limited to those referred to in this Condition 13) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer or the Guarantor any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

(e) Notices

Any such modification, waiver, authorisation, determination or substitution shall be binding on all Noteholders and, unless the Trustee agrees otherwise, shall be notified to the Noteholders in accordance with Condition 17 as soon as practicable thereafter.

14 Replacement of Notes, Certificates, Coupons and Talons

If a Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent (in case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

15 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition 15 and forming a single series with the Notes. Any further securities forming a single series with the outstanding securities of any series (including the Notes) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of securities of other series where the Trustee so decides.

16 Indemnification of Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer, the Guarantor and any entity related to the Issuer or the Guarantor without accounting for any profits.

17 Notices

Notices to the holders of Registered Notes shall be mailed to them (or, in the case of joint holders, to the first named) at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times* or if any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper) or as otherwise required by any exchange on which the Notes are listed.

So long as the Notes are listed on the SIX Swiss Exchange and so long as the rules of the SIX Swiss Exchange so permit, notices in respect of the Notes will be validly given through the Principal Swiss Paying Agent by means of publication on the internet website of the SIX Swiss Exchange (*https://www.six-group.com/en/products-services/the-swiss-stock-exchange/market-data/news-tools.html*) under the section headed "Official Notices". In addition, the Principal Swiss Paying Agent may also publish any such notices by other means in accordance with the rules of the SIX Swiss Exchange.

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition 17.

Notwithstanding the above, for so long as all the Notes are represented by a Global Note or a Global Certificate and the Global Note or the Global Certificate is held by or on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear or Clearstream, Luxembourg for onward transmission to the Noteholders and such notices shall be deemed to have been given to Noteholders on the day of delivery to Euroclear and/or Clearstream, Luxembourg.

18 Governing Law, Jurisdiction and Service of Process

(a) Governing Law

The Trust Deed (including the Guarantee), the Notes, the Coupons and the Talons, and any non-contractual obligations arising out of or in connection thereto, are governed by, and shall be construed in accordance with, English law.

(b) Jurisdiction

The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with the Trust Deed or any Notes, Coupons or Talons (including a dispute relating to any non-contractual obligations arising out of or in connection thereto) and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed or any Notes, Coupons or Talons ("Proceedings") (including any Proceedings relating to any non-contractual obligations arising out of or in connection thereto) may be brought in such courts. The Issuer and the Guarantor irrevocably submit to the jurisdiction of the courts of England and waive any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of the Trustee and each of the holders of the Notes, Coupons and Talons and shall not affect the right of any of them to take Proceedings in one or more jurisdictions or preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) Service of Process

The Issuer agrees to the additional jurisdiction of the Courts of the Canton of Zurich, the place of jurisdiction being Zurich, with the right of appeal to the Swiss Federal Court of Justice in Lausanne where the law permits. In connection with the Notes, the Issuer elects legal and special domicile at UBS AG, Bahnhofstrasse 45, Ch-8001 Zurich, Switzerland and agrees that, for the purposes of any proceedings brought in Switzerland, holders of all or some of the Notes shall have the option to be collectively represented (in accordance with all applicable laws and customary practice in Switzerland). The holders of all Notes (whether or not collectively represented) shall have equal status irrespective of their domicile.*

19 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

20 Definitions

Unless the context otherwise requires, the following terms will have the following meanings in the Conditions:

An "Accounting Event" shall occur if, as a result of a change in accounting principles or methodology (or the interpretation or application thereof) which have been officially adopted on or after the Issue Date (such date, the "Accounting Event Adoption Date"), but not otherwise, the obligations of the Issuer under the Notes (i) if the Maturity Date is specified as "Perpetual" in the applicable Final Terms, must not or may no longer be recorded as "equity" in full in the annual or interim consolidated financial statements of the Guarantor, in each case prepared in accordance with IFRS or any other accounting standards that the Guarantor may adopt in the future for the preparation of its annual or interim consolidated financial statements in accordance with United Kingdom company law or (ii) if the Maturity Date is specified as a fixed date in the applicable Final Terms, must not or may no longer be recorded as a "financial liability"

in the annual or interim consolidated financial statements of the Guarantor, in each case prepared in accordance with IFRS or any other accounting standards that the Guarantor may adopt in the future for the preparation of its annual or interim consolidated financial statements in accordance with United Kingdom company law. The Accounting Event shall be deemed to have occurred on the Accounting Event Adoption Date notwithstanding any later effective date. The period during which the Issuer may notify the Noteholders, the Trustee and the Issuing and Paying Agent of the redemption of the Notes as a result of the occurrence of an Accounting Event shall start on, and include, the Accounting Event Adoption Date. For the avoidance of doubt, such period shall include any transitional period between the Accounting Event Adoption Date and the date on which it comes into effect.

"Authorised Signatory" means any person for the time being notified in writing by the Issuer or, as the case may be, the Guarantor to the Trustee as being authorised to sign any Notes or any certificates or reports for the purpose of these Conditions and/or the Trust Deed.

"BP Group" means the Guarantor and its Subsidiaries from time to time.

"Business Day" means:

(i) in the case of a Specified Currency other than euro, Renminbi and Singapore dollars, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency (which, if the Specified Currency is Canadian dollars, shall be Toronto); and/or

(ii) in the case of euro a day on which the real-time gross settlement system operated by the Eurosystem (or any replacement or successor therefor) ("T2") is open; and/or

(iii) in the case of Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong; and/or

(iv) in the case of Singapore dollars, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore; and/or

(v) in the case of a Specified Currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centres or, if no currency is indicated, generally in each of the Business Centres,

provided that, for the avoidance of doubt, notwithstanding the above, if one or more Business Centres is specified in the applicable Final Terms, "Business Day" shall mean a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the relevant Specified Currency in each of such Business Centres whether or not the foregoing provisions of this definition would give the same result.

"Business Centres" shall be as specified in the applicable Final Terms.

"Compulsory Arrears of Interest Payment Event" means that:

(i) the Guarantor has resolved to pay or declared a dividend or distribution or makes any other payment on any of its Ordinary Shares, other than (1) in the form of the issuance (or transfer from treasury) of any Ordinary Shares or (2) a dividend, distribution or payment declared by the Guarantor before the earliest notice given by the Issuer in accordance with Condition 6(d) in respect of the then outstanding Arrears of Interest under the Notes;

(ii) the Issuer or the Guarantor has, directly or indirectly, paid or declared a dividend or distribution, or made any other payment, to any holders of their Parity Obligations, other than a dividend, distribution or payment declared by the Issuer or the Guarantor before the earliest notice given by the Issuer in accordance with Condition 6(d) in respect of the then outstanding Arrears of Interest under the Notes;

(iii) the Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor redeems or repurchases any of their Parity Obligations (in each case, other than on a *pro rata* basis with redemption of the Notes), except where such redemption or repurchase is effected as a public cash tender offer or public exchange offer at a redemption or purchase price per security which is below its par value;

(iv) the Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor repurchases any of the Notes; or

(v) the Guarantor or any Subsidiary of the Guarantor repurchases any Ordinary Shares of the Guarantor, except where (1) such repurchase resulted from the hedging of convertible securities issued or guaranteed by the Guarantor (whether physically or cash settled) or (2) such repurchase was made by or on behalf of the Guarantor or any Subsidiary of the Guarantor as part of an intra-day transaction that does not result in an increase in the aggregate number of Ordinary Shares held by or on behalf of the Guarantor as treasury shares at 8.30 a.m. London time on the Interest Payment Date on which any outstanding Arrears of Interest were first deferred,

except, in each case, if (I) the Issuer, the Guarantor or the relevant Subsidiary (as the case may be) is obliged under the terms and conditions of such securities or obligations to make such payment, such redemption or such repurchase or (II) such payment, redemption or repurchase is made or effected by the Issuer, the Guarantor or any Subsidiary of the Guarantor to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive office or the personal service company of any such person) or their spouses or relatives of the Issuer, the Guarantor or the Subsidiary of the Guarantor or any associated company or to a trustee or trustees to be held for the benefit of any such person or to the administrator or estate of any such person, in any such case pursuant to any share or option scheme or pursuant to any dividend reinvestment plan or similar plan or scheme.

A Compulsory Arrears of Interest Payment Event shall not occur pursuant to paragraph (ii) above in respect of any *pro rata* payment of deferred or arrears of interest on a Parity Obligations of the Issuer and/or a Parity Obligation of the Guarantor which is made simultaneously with a *pro rata* payment of any Arrears of Interest provided that such *pro rata* payment of deferred or arrears of interest on a Parity Obligation of the Issuer or Parity Obligation of the Guarantor is not proportionately more than the *pro rata* settlement of any such Arrears of Interest.

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last day of such period) (whether or not constituting an Interest Period, the "Calculation Period"):

(i) if "Actual/Actual ICMA" is specified in the applicable Final Terms:

(I) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "Accrual Period") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(II) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;

(ii) if "30/360" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months);

(iii) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365; and

(iv) if "Actual/Actual Canadian Compound Method" is specified in the applicable Final Terms, whenever it is necessary to compute any amount of accrued interest in respect of the Notes for a period of less than one full year, other than in respect of any specified Fixed Coupon Amount or Broken Amount, such interest will be calculated on the basis of the actual number of days in the Calculation Period and a year of 365 days.

"Determination Date" shall be as specified in the applicable Final Terms.

"Determination Period" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

"Early Redemption Amount" means an Early Redemption Amount (Accounting Event), Early Redemption Amount (Gross-Up Event), Early Redemption Amount (Rating Agency Event), Early Redemption Amount (Substantial Repurchase Event) and/or Early Redemption Amount (Tax Deduction Event).

"Early Redemption Amount (Accounting Event)" shall be as specified in the applicable Final Terms.

"Early Redemption Amount (Gross-Up Event)" shall be as specified in the applicable Final Terms.

"Early Redemption Amount (Rating Agency Event)" shall be as specified in the applicable Final Terms.

"Early Redemption Amount (Substantial Repurchase Event)" shall be as specified in the applicable Final Terms.

"Early Redemption Amount (Tax Deduction Event)" shall be as specified in the applicable Final Terms.

"Event of Default" means a Winding-Up of the Issuer or the Guarantor (other than for the purposes of a Solvent Reorganisation of the Issuer or the Guarantor).

"Extraordinary Resolution" has the meaning given to it in the Trust Deed.

"Final Redemption Amount" shall be as specified in the applicable Final Terms.

"Fitch" means Fitch Ratings Ltd (or any of its subsidiaries or any successor in business thereto from time to time).

A "Gross-Up Event" shall occur if, as a result of a Tax Law Change, (i) the Issuer or the Guarantor determines (in its reasonable opinion, as the case may be) that it has or will become obliged to pay Additional Amounts; and (ii) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor, taking reasonable measures available to it, where references in this definition to the United Kingdom shall be deemed also to refer to any jurisdiction or relevant authority thereof in respect of which any undertaking or covenant equivalent to that in Condition 9 is given pursuant to the Trust Deed (except that as regards such jurisdiction, the words "which in each case becomes or would become effective on or after the Issue Date" as used in the definition of Tax Law Change shall be replaced with the words "becomes effective after, and has not been announced on or before, the date on which any undertaking or covenant equivalent to that in Condition 9 was given pursuant to the Trust Deed").

"Guarantor" has the meaning specified in the preamble to the Conditions.

"IFRS" means International Financial Reporting Standards (as amended or replaced from time to time) as issued by the International Accounting Standards Board and as adopted by the European Union and the United Kingdom.

"Interest Amount" means the amount of interest payable, and in the case of Bearer Notes in definitive form, means the Fixed Coupon Amount or Broken Amount, as the case may be, provided that if the Specified Currency is Renminbi or Hong Kong dollar, the Fixed Coupon Amount or Broken Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest, CNY0.01 (CNY0.005 being rounded upwards) in the case of Renminbi denominated Notes, or HK$0.01 (HK$0.005 being rounded upwards) in the case of HK$ denominated Notes.

"Interest Commencement Date" means the Issue Date or such other date as may be specified in the applicable Final Terms.

"Interest Payment Date" means the date(s) specified in the applicable Final Terms.

"Interest Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date, unless otherwise specified in the applicable Final Terms.

"Interest Payment Date" means each Interest Payment Date unless otherwise specified in the applicable Final Terms.

"Issue Date" means the date of issue of the Notes as specified in the applicable Final Terms.

"London Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

"Moody's" means Moody's Investors Service Limited (or any of its subsidiaries or any successor in business thereto from time to time).

"Multilateral Trading Facility" means a multilateral trading facility described in section 987(1)(b) of the Income Tax Act 2007, as the same may be amended from time to time and any provision, statute or statutory instrument replacing the same from time to time.

"Noteholders" has the meaning specified in the preamble to the Conditions.

"Notes" has the meaning specified in the preamble to the Conditions and "Note" shall be construed accordingly.

"Notional Preference Shares" means, with respect to the Issuer or the Guarantor, as the case may be, a notional class of preference shares in the capital of the Issuer or the Guarantor, as the case may be: (i) ranking junior to the claims of all holders of Senior Obligations of the Issuer or the Guarantor, as the case may be; (ii) having an equal right to return of assets in the Winding-Up of the Issuer or the Guarantor, as the case may be, and so ranking *pari passu* with any Parity Obligations of the Issuer or the Guarantor, as the case may be; and (iii) having a right to return of capital ahead of, and so ranking ahead of, the claims of holders of the Ordinary Shares of the Issuer or the Guarantor, as the case may be.

"Official List" means the Official List of the Financial Conduct Authority.

"Optional Redemption Amount" shall be as specified in the applicable Final Terms.

"Optional Redemption Date" shall be as specified in the applicable Final Terms.

"Ordinary Shares" means (i) any ordinary shares in the capital of the Issuer or the Guarantor, as the case may be or (ii) any present or future shares of any other class of shares of the Issuer or the Guarantor, as the case may be, ranking *pari passu* with the ordinary shares of the Issuer or the Guarantor, as the case may be or, in either case, any depository or other receipts or certificates, including American depository receipts, representing such shares.

"Parity Obligations" means, with respect to the Issuer or the Guarantor, as the case may be:

(i) the most junior class of preference share capital of the Issuer or the Guarantor, as the case may be; and

(ii) any other security, guarantee or other instrument issued by, or any other obligation of, the Issuer or the Guarantor, as the case may be, which ranks or is expressed to rank *pari passu* with the Issuer's obligations under the Notes or the Guarantor's obligations under the Guarantee.

"Qualifying Securities" means securities that contain terms not materially less favourable to Noteholders than the terms of the Notes (as reasonably determined by the Issuer (in consultation with an independent investment bank or counsel of international standing)) and provided that a certification to such effect (and confirming that the conditions set out in (i) to (x) below have been satisfied) of one director or one Authorised Signatory of the Issuer or the Guarantor (as applicable) shall have been delivered to the Trustee prior to the substitution or variation of the Notes upon which certificate the Trustee shall be entitled to rely absolutely without further enquiry or liability to any person, provided that:

(i) they shall be issued by (a) the Issuer with a guarantee of the Guarantor, (b) the Guarantor or (c) a wholly-owned direct or indirect finance Subsidiary of the Guarantor with a guarantee of the Guarantor; and

(ii) they (and/or, as appropriate, the guarantee as aforesaid) shall rank *pari passu* on a Winding-Up of the Issuer with the Notes or on a Winding-Up of the Guarantor with the Guarantee; and

(iii) they shall contain terms which provide for the same or a more favourable Rate of Interest from time to time applying to the Notes and preserve the same Interest Payment Dates; and

(iv) they shall preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption; and

(v) they shall preserve any existing rights under these Conditions to any accrued interest which has accrued to Noteholders and not been paid and any Arrears of Interest which have not been paid: and

(vi) they shall not contain terms providing for loss absorption through principal write-down or conversion to ordinary shares; and

(vii) they shall otherwise contain substantially identical terms (as reasonably determined by the Issuer) to the Notes, save where (without prejudice to the requirement that the terms are not materially less favourable to Noteholders than the terms of the Notes as described above) any modifications to such terms are required to be made to avoid the occurrence or effect of a Rating Agency Event, a Gross-Up Event, an Accounting Event or, as the case may be, a Tax Deduction Event; and

(viii) they shall be (a) listed on the Official List and admitted to trading on the London Stock Exchange's main market or (b) listed on such other stock exchange as is a Recognised Stock Exchange at that time or admitted to trading on a Multilateral Trading Facility at that time as selected by the Issuer; and

(ix) they shall, immediately after such substitution or variation, be assigned at least the same credit rating(s) by the same Rating Agencies as may have been assigned to the Notes at the invitation of or with the consent of the Issuer immediately prior to such substitution or variation; and

(x) they shall not provide for the mandatory deferral or cancellation of payments of interest and/or principal.

"Rating Agency" means each of S&P, Fitch and Moody's or any other rating agency substituted for either of them by the Issuer and/or Guarantor.

A "Rating Agency Event" shall occur if the Issuer or the Guarantor has received confirmation from any Rating Agency that, due to any amendment to, clarification of, or change in the assessment criteria under its hybrid capital methodology or in the interpretation thereof, in each case occurring or becoming effective after the Issue Date (or, if "equity credit" is not assigned to the Notes by the relevant Rating Agency on the Issue Date, the date on which "equity credit" is assigned by such Rating Agency for the first time), (a) the length of time the Notes are assigned a particular level of "equity credit" by that Rating Agency is shortened compared to the length of time the Notes would have been assigned that level of "equity credit" by that Rating Agency or its predecessor on the date on which that particular level of "equity credit" is assigned by such Rating Agency for the first time or (b) any or all of the Notes will no longer be eligible (or if the Notes have been partially or fully re-financed since the Issue Date and are no longer eligible for "equity credit" from such Rating Agency in part or in full as a result, any or all of the Notes would no longer have been eligible as a result of such amendment to, clarification of or, change in the assessment criteria or in the interpretation thereof had they not been re-financed) for the same or a higher amount of "equity credit" as was attributed to the Notes at the Issue Date (or, if "equity credit" is not assigned to the Notes by the relevant Rating Agency on the Issue Date, the date on which "equity credit" is assigned by such Rating Agency for the first time).

"Rate of Interest" has the meaning specified in Condition 6(b).

"Recognised Stock Exchange" means a recognised stock exchange as defined in section 1005 of the Income Tax Act 2007, as the same may be amended from time to time and any provision, statute or statutory instrument replacing the same from time to time.

"Relevant Date" means, in respect of any Note or Coupon, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or related Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

"S&P" means S&P Global Ratings UK Limited (or any of its subsidiaries or any successor in business thereto from time to time).

"Senior Obligations" means all obligations of the Issuer or the Guarantor, as the case may be, but excluding any Parity Obligations and any Ordinary Shares of the Issuer or the Guarantor, as the case may be.

"Solvent Reorganisation" means in any such case, a solvent Winding-Up for the purposes of a reorganisation, reconstruction, amalgamation of the Issuer or the Guarantor, as the case may be, or the substitution in place of the Issuer or the Guarantor, as the case may be, of a "Successor in Business", (x) the terms of which reorganisation, reconstruction or amalgamation have previously been approved in writing by the Trustee or by an Extraordinary Resolution or (y) which substitution is effected in accordance with Condition 13(c) and in either case do not provide that the Notes shall thereby become redeemable or repayable.

"Subsidiary" has the meaning provided in Section 1159 of the Companies Act 2006.

A "Substantial Repurchase Event" shall occur if, prior to the giving of the relevant notice of redemption the Issuer or the Guarantor or any Subsidiary of the Issuer or the Guarantor repurchases (and effects corresponding cancellations) in aggregate 75 per cent. (or such other percentage as may be specified as the Substantial Repurchase Amount in the applicable Final Terms) or more of the principal amount of the Notes issued (which shall for this purpose include any further Notes issued pursuant to Condition 15).

"Successor in Business" has the meaning specified in Condition 13(c).

A "Tax Deduction Event" shall occur if:

(i) as a result of a Tax Law Change, interest paid by the Issuer on the Notes or interest paid by the Guarantor pursuant to the Guarantee would no longer, or within 90 days of such change or proposed change, will no longer, be fully deductible (or the entitlement to make such deduction shall be materially reduced or materially delayed) by the Issuer or the Guarantor (as applicable) for corporate income tax purposes; and/or

(ii) as a result of a Tax Law Change and either (a) the Notes being held by the Noteholders, or (b) the Notes being held by the Noteholders together with any other security, guarantee or other instrument issued by the Issuer or the Guarantor, as the case may be, as contemplated by paragraph (ii) of the definition of Parity Obligations, being held by the holders thereof, the Issuer or the Guarantor (or any intra-group borrower under back-to-back lending arrangements within the BP Group) (as applicable) would no longer or within 90 days of such change or proposed change, will no longer, be able to surrender to or receive from companies with which it is grouped for tax purposes (or

with which it would be grouped but for any Tax Law Change), losses or other amounts which can be set against the recipient company's profits (or the amounts capable of being surrendered and set against the recipient company's profits or the timing of surrender or set off are materially reduced or delayed),

in each case, as determined in the reasonable opinion of the Issuer or the Guarantor (as applicable) and provided that the foregoing cannot be avoided by the Issuer or the Guarantor, as the case may be, taking reasonable measures available to it, where references in this definition to:

(I) the United Kingdom shall be deemed also to refer to any jurisdiction or relevant authority thereof in respect of which any undertaking or covenant equivalent to that in Condition 9 is given pursuant to the Trust Deed (except that as regards such jurisdiction, the words "which in each case becomes or would become effective on or after the Issue Date" as used in the definition of Tax Law Change shall be replaced with the words "becomes effective after, and has not been announced on or before, the date on which any undertaking or covenant equivalent to that in Condition 9 was given pursuant to the Trust Deed"); and

(II) being "grouped for tax purposes" with another company include, for the avoidance of doubt and without limitation, being a member of the same "group of companies" as the other company, any "consortium condition" being met in respect of the other company or any other relationship sufficient to allow a surrender of losses or other amounts between the two companies for the purposes of Part 5 of the Corporation Tax Act 2010.

"Tax Law Change" means (i) a change in or proposed change in, or amendment or proposed amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having the power to tax, including any treaty to which the United Kingdom is a party, (ii) any change in the application or official or generally published interpretation of such laws or regulations, including a decision of any court or tribunal, or (iii) any interpretation or pronouncement by any relevant tax authority that provides for a position with respect to such laws or regulations or interpretation thereof that differs from the previously generally accepted position in relation to similar transactions, which in each case becomes or would become effective on or after the Issue Date.

"Treaty" means the Treaty on the Functioning of the European Union, as amended.

"Winding-Up" means an order being made, or an effective resolution being passed, for the winding-up of the Issuer or the Guarantor, as the case may be, or an administrator of the Issuer or the Guarantor, as the case may be, being appointed and such administrator giving notice that it intends to declare and distribute a dividend.

Use of Proceeds

Unless otherwise specified in the applicable Final Terms or Pricing Supplement, the net proceeds from the issue of any Notes will be used by the relevant Issuer for its general funding purposes, including working capital for BP or other companies in the BP Group and the repayment of existing borrowings of BP and its subsidiaries.

Remittance of Renminbi into and outside the PRC

Renminbi is not a completely freely convertible currency. The remittance of Renminbi into and outside the PRC is subject to controls imposed under PRC law, which may adversely affect the liquidity of Renminbi Notes.

Current Account Items

Under PRC foreign exchange control regulations, current account item payments include payments for imports and exports of goods and services, payments of income and current transfers into and outside the PRC.

Prior to July 2009, all current account items were required to be settled in foreign currencies with limited exceptions. Following progressive reforms, Renminbi settlement of imports and exports of goods and of services and other current account items became permissible nationwide in 2012, except that the key enterprises on a supervision list determined by the PBOC and five other relevant authorities would be subject to enhanced scrutiny when banks process current account cross-border repatriations.

On 5 July 2013, PBOC promulgated the Circular on Simplifying the Procedures for Cross-border RMB Business and Improving the Relevant Policies (关于简化跨境人民币业务流程和完善有关政策的通知) (the "2013 PBOC Circular"), which simplifies the operating procedures on current account cross-border Renminbi settlement, provision of Renminbi outbound loans and Renminbi cross-border security in favour of offshore entities by onshore non-financial institutions, and further published policies with respect to bank card related cross-border Renminbi clearing and issuance of offshore Renminbi notes by onshore non-financial institutions. The 2013 PBOC Circular intends to improve the efficiency of cross-border Renminbi settlement and facilitate the use of cross-border Renminbi settlement by banks and enterprises. On 23 September 2013, PBOC further issued the Circular on the Relevant Issues on Renminbi Settlement of Investment in Domestic Financial Institutions by Foreign Investors (关于境外投资者投资境内金融机构人民币结算有关事项的通知), which provides further details for using Renminbi to invest in a financial institution domiciled in the PRC.

On 5 January 2018, PBOC promulgated the Circular on Further Improving the Policy of Cross-border RMB Business to promote Trade and Investment Facilitation (关于进一步完善人民币跨境业务政策促进贸易投资便利化的通知), which stipulates that enterprises can use Renminbi to settle all cross-border deals which are legally allowed to be settled in foreign currency.

On 31 December 2020, PBOC promulgated the Circular on Further Encouraging Cross-border RMB Policy to Support the Stabilization of Foreign Trade and Foreign Investment (关于进一步优化跨境人民币政策支持稳外贸稳外资的通知) to further facilitate cross-border RMB settlement policy by, among other things, allowing the centralised receipt and payment arrangements of cross-border RMB settlement under the current accounts of multinational corporations. The multinational corporation therefore may designate its domestic member company as a group's local hub, which is permitted to open the relevant RMB account and, according to a group's actual needs, permitted to handle cross-border RMB receipt and payment business under the current accounts.

Such measures and circulars (and others issued or that may be issued relating to the remittance of Renminbi) are subject to interpretation and application by the relevant PRC authorities. The local counterparts of the relevant PRC authorities may adopt different practices in applying such measures and circulars and impose conditions for the settlement of Renminbi current account items. In addition, new PRC regulations may be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC.

Capital Account Items

Under PRC foreign exchange control regulations, capital account items include cross-border transfers of capital, direct investments, securities investments, derivative products and loans. Capital account payments are generally subject to approval of the relevant PRC authorities.

Until October 2011, settlement for capital account items were generally required to be made in foreign currencies. For instance, foreign investors (including any Hong Kong investors) are generally required to make any capital contribution to foreign invested enterprises in a foreign currency in accordance with the terms set out in the relevant joint venture contracts and/or articles of association as approved by the relevant authorities. Foreign invested enterprises or any other relevant PRC parties are also generally required to make capital item payments including proceeds from liquidation, transfers of shares, reduction of capital and interest and principal repayments to foreign investors in a foreign currency.

Under progressive reforms by PBOC, the Ministry of Commerce of the PRC ("MOFCOM") and the State Administration of Foreign Exchange of the PRC ("SAFE"), foreign investors are now permitted to make capital contribution, share transfer, profit allocation and liquidation and certain other transactions in Renminbi for their foreign direct investment within the PRC. Cross-border Renminbi payment infrastructure and trading facilities are being improved. Approval, registration and filing requirements for capital account payments in Renminbi are being removed gradually. In addition, the Circular on Reforming Foreign Exchange Capital Settlement for Foreign Invested Enterprises (关于改革外商投资企业外汇资本金结汇管理方式的通知) which became effective on 1 June 2015, was partially repealed by Notice of State Administration of Foreign Exchange on Repeal or Invalidation of Five Regulatory Documents on Foreign Exchange Administration and Some Clauses of Seven Regulatory Documents on Foreign Exchange Administration (国家外汇管理局关于废止和失效 5 件外汇管理规范性文 件及 7 件外汇管理规范性文件条款的通知) on 30 December 2019 and was amended by Notice of the State Administration of Foreign Exchange on Repealing and Nullifying 15 Regulatory Documents on Foreign Exchange Control and Adjusting the Provisions of 14 Regulatory Documents on Foreign Exchange Control (國家外匯管理局關於廢止和失效 15 件外匯管理規範性文件及調整 14 件外匯管理規範性文件條款的通 知) on 23 March 2023, allowing foreign-invested enterprises to settle 100 per cent. (subject to future adjustment at discretion of SAFE) of the foreign currency capital (which has been processed through the SAFE's equity interest confirmation procedure for capital contribution in cash or registered by a bank on the SAFE's system for account-crediting for such capital contribution) into Renminbi according to their actual operational needs. A negative list with respect to the usage of the capital and the Renminbi proceeds through the aforementioned settlement procedure is set forth under the Circular on Reforming Foreign Exchange Capital Settlement for Foreign Invested Enterprises. In particular, a foreign invested enterprise with investment as its main business is permitted to use such Renminbi proceeds to make equity contribution to its invested enterprises directly, without further fillings with SAFE.

On 3 June 2011, PBOC promulgated the Circular on Clarifying Issues concerning Cross-border Renminbi Settlement (关于明确跨境人民币业务相关问题的通知) (the "2011 PBOC Circular"). The 2011 PBOC Circular provides instructions to local PBOC authorities and relevant PRC banks on procedures for the approval of Renminbi settlement activities for non-financial foreign direct investment into the PRC. The 2011 PBOC Circular applies to all non-financial foreign direct investment into the PRC with Renminbi, which includes investment by way of establishing a new enterprise, acquiring an onshore enterprise (excluding round-trip investment), transferring the shares, increasing the registered capital of an existing enterprise, or providing shareholder loan facilities in Renminbi. The domestic settlement banks of foreign investors or foreign invested enterprises in the PRC are required to submit written applications (which include, *inter alia*, requisite approval letters issued by the relevant MOFCOM authorities) to the relevant local PBOC authorities at sub-provincial level or above for approval. PBOC will determine whether to grant such approval on a case by case basis. In addition, according to the 2011 PBOC Circular, application for

direct investment with Renminbi in the projects which are restricted or specially controlled by the state will not be accepted at present as foreign direct investment with Renminbi is still at a trial stage.

On 13 October 2011, PBOC issued the Measures on Administration of Renminbi Settlement in relation to Foreign Direct Investment (外商直接投资人民币结算业务管理办法) (the "PBOC RMB FDI Measures"), as part of PBOC's detailed foreign direct investment ("RMB FDI") administration system. The system covers almost all aspects of RMB FDI, including capital injections, payment of the purchase price for the acquisition of PRC domestic enterprises, repatriation of dividends and other distributions, as well as RMB denominated cross-border loans. Under the PBOC RMB FDI Measures, special approval for RMB FDI and shareholder loans from PBOC which was previously required is no longer mandatory. In some cases, however, post-event filing with PBOC is still necessary. On 14 June 2012, PBOC further issued the Notice on Clarifying the implementation of Settlement of Cross-Border Renminbi Direct Investment (关于明确对外直接投资人民币结算业务操作细则的通知) (the "PBOC RMB FDI Notice"), which provides more detailed rules relating to cross-border Renminbi direct investments and settlement.

On 10 May 2013, SAFE promulgated the Provisions on the Foreign Exchange Administration of Domestic Direct Investment by Foreign Investors (外国投资者境内直接投资外汇管理规定) (the "SAFE Provisions"), which became effective on 13 May 2013. According to the SAFE Provisions, foreign investors can use cross-border Renminbi (including Renminbi inside and outside the PRC held in the capital accounts of non-PRC residents) to make a contribution to an onshore enterprise or make a payment for the transfer of an equity interest of an onshore enterprise by a PRC resident within the total investment amount approved by the competent authorities (for example, MOFCOM and/or its local counterparts as well as financial regulators). Capital account transactions in Renminbi must generally follow the current foreign exchange control regime applicable to foreign currencies.

Under SAFE rules, the foreign debts borrowed, and the foreign security provided, by an onshore entity (including a financial institution) in Renminbi shall, in principle, be regulated under the current PRC foreign debt and foreign security regime. However, according to the 2013 PBOC Circular, upon enforcement of a foreign guarantee in Renminbi provided by onshore non-financial enterprises, PRC banks may provide Renminbi settlement services (i.e. remittance of enforcement proceeds) directly, which seems to indicate that SAFE approval for enforcement (which would be required in the case of the external guarantees in foreign currencies) is no longer required. Furthermore, onshore non-financial enterprises can request the relevant PRC bank to extend Renminbi loans to offshore entities within the same group under Renminbi cash pooling arrangements and will no longer need to apply for a quota from SAFE. However, SAFE has not amended its positions under the current applicable rules, nor has it issued any regulations to confirm the positions in the 2013 PBOC Circular. Therefore, there remains potential inconsistencies between the provisions of the SAFE rules and the provisions of the 2013 PBOC Circular and it is unclear how SAFE will deal with such inconsistencies in practice.

On 3 December 2013, MOFCOM promulgated the Circular on Issues Concerning Cross-border RMB Direct Investment (关于跨境人民币直接投资有关问题的公告) (the "MOFCOM RMB FDI Circular") which became effective on 1 January 2014, to further facilitate foreign debt investment ("FDI") by simplifying and streamlining the applicable regulatory framework. Pursuant to the MOFCOM RMB FDI Circular, the appropriate office of MOFCOM and/or its local counterparts will grant written approval for each FDI and specify "Renminbi Foreign Direct Investment" and the amount of capital contribution in the approval. Unlike previous MOFCOM regulations on FDI, the MOFCOM RMB FDI Circular removes the approval requirement for changes to the relevant joint venture contract or the articles of association of the joint venture company to allow foreign investors to change the currency of its existing capital contribution from a foreign currency to Renminbi. Also the MOFCOM RMB FDI Circular specifies that the proceeds of foreign direct investment in RMB may not be used towards investment in securities, financial derivatives or entrustment loans in the PRC, except for investments in PRC domestic listed companies under the PRC strategic investment regime with the approval of MOFCOM pursuant to the Administrative Measures for Strategic Investment by Foreign Investors in Listed Companies (外国投资者对上市公司战略投资管理办法).

On 23 October 2019, SAFE promulgated Notice by the State Administration of Foreign Exchange of Simplifying Foreign Exchange Accounts (国家外汇管理局关于精简外汇账户的通知) which became effective on 1 February 2020, according to which, several measures were taken to intensify the reform of foreign exchange administration, simplify the relevant business operating procedures, and facilitate true and compliant foreign exchange transactions by banks, enterprises and other market participants. For example, "current accounts – foreign currency cash account" and "current accounts – foreign exchange account under current accounts of overseas institutions" are included in "current accounts – foreign exchange settlement account". On the same day, SAFE promulgated the Circular on Further Promoting Cross-border Trade and Investment Facilitation (关于进一步促进跨境贸易投资便利化的通知) to further facilitate cross-border trade and investment by, among other things, allowing foreign enterprises which are "non-investment in nature" (非投资性外商投资企业) to conduct onshore equity investment provided that such investment shall not violate any special administrative measures (i.e. the negative list) applicable to foreign enterprises investment and the underlying investment project(s) shall be genuine and legitimate.

On 31 December 2020, PBOC promulgated the Circular on Further Encouraging Cross-border RMB Policy to Support the Stabilization of Foreign Trade and Foreign Investment (关于进一步优化跨境人民币政策支持稳外贸稳外资的通知) to further facilitate cross-border RMB settlement policy by, among other things, broadening the use of RMB income under the capital account items, facilitating re-investment of foreign-invested enterprises in China, and cancelling relevant account requirements for foreign-invested enterprises in China. Accordingly, the RMB income obtained by any domestic company under the capital account items can be used in accordance with its permitted business scope and applicable laws, provided that it is not used directly or indirectly for securities investment, granting loans to non-affiliated enterprises (unless expressly permitted in its business scope) and the construction or purchase of non-self-use real estate (except for real estate enterprises). Further, if a foreign-invested enterprise uses its RMB income under the capital accounts to conduct onshore re-investment, such foreign-invested enterprise is no longer required to open a special deposit account for RMB funds.

To further optimise the management of foreign exchange business for capital projects, enhance the convenience of cross-border investment and financing, and simplify business procedures, SAFE issued the Guidelines for Foreign Exchange Business for Capital Projects (2024 Edition) (国家外汇管理局关于印发《资本项目外汇业务指引（2024 年版）的通知) on 3 April 2024, which took effect on 6 May 2024.

The above measures and circulars, together with any further measures and circulars relating to the remittance of Renminbi, will be subject to interpretation and application by the relevant PRC authorities. Further, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules.

Clearance and Settlement

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear, Clearstream, Luxembourg, SIS, CDP, CDS or the CMU (together, the "Clearing Systems") currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuers believe to be reliable, but none of the Issuers, any Dealer or the Arrangers take any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. Neither of the Issuers, the Guarantor nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to, or payments made on account of, such beneficial ownership interests.

The Clearing Systems

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream, Luxembourg is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant, either directly or indirectly.

Distributions of principal with respect to book-entry interests in the Notes held through Euroclear or Clearstream, Luxembourg will be credited, to the extent received by the Issuing and Paying Agent, to the cash accounts of Euroclear or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures.

CDP

In respect of Notes which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities ("Depository System") maintained by CDP.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

In respect of Notes which are accepted for clearance by CDP, the entire issue of the Notes is to be held by CDP in the form of a Global Note or Global Certificate for persons holding the Notes in securities accounts with CDP ("Depositors"). Delivery and transfer of Notes between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors. Although CDP encourages settlement on the third business day following the trade date of debt securities, market participants may mutually agree on a different settlement period if necessary.

Settlement of over-the-counter trades in the Notes through the Depository System may only be effected through certain corporate depositors ("Depository Agents") approved by CDP under the Companies Act, Chapter 50 of Singapore to maintain securities sub-accounts and to hold the Notes in such securities sub-accounts for themselves and their clients. Accordingly, Notes for which trade settlement is to be effected through the Depository System must be held in securities sub-accounts with Depository Agents. Depositors holding the Notes in direct securities accounts with CDP, and who wish to trade Notes through the Depository System, must transfer the Notes to be traded from such direct securities accounts to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfer of interests in the Notes in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuers, the Issuing and Paying Agent or any other Agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

An investor holding an interest through an account with either Euroclear or Clearstream, Luxembourg in any Notes held in CDP will hold that interest through the respective accounts that Euroclear and Clearstream, Luxembourg each have with CDP.

CMU

The CMU is a central depositary service provided by the Central Moneymarkets Unit of the Hong Kong Monetary Authority ("HKMA") for the safe custody and electronic trading between the members of this service ("CMU Members") of capital markets instruments ("CMU Instruments") which are specified in the CMU Reference Manual as capable of being held within the CMU.

The CMU is only available to CMU Instruments issued by a CMU Member or by a person for whom a CMU Member acts as agent for the purposes of lodging instruments issued by such persons. Membership of the CMU is open to certain entities including financial institutions regulated by the HKMA, Securities and Futures Commission, Insurance Authority or Mandatory Provident Funds Schemes Authority or financial institutions regulated or supervised by a recognised authority outside Hong Kong. For further details on the full range of the CMU's custodial services, please refer to the CMU Reference Manual.

The CMU has an income distribution service which is a service offered by the CMU to facilitate the distribution of interest, coupon or redemption proceeds (collectively, the "income proceeds") by CMU Members who are paying agents to the legal title holders of CMU Instruments via the CMU system. Furthermore, the CMU has a corporate action platform which allows an issuer (or its agent) to make an announcement/notification of a corporate action and noteholders to submit the relevant certification. For further details, investors should refer to the CMU Reference Manual.

An investor holding an interest through an account with either Euroclear or Clearstream, Luxembourg, in any Notes held in the CMU will hold that interest through the respective accounts which Euroclear and Clearstream, Luxembourg each have with the CMU.

SIS

The Swiss Securities Services Corporation in Olten, Switzerland ("SIS") has been part of SIX Group since January 2008. SIX Group was formed at the beginning of 2008 through the merger of SWX Group, SIS Group and Telekurs Group.

As both a central securities depository and an international central securities depository SIS offers banks and other financial market participants the safe custody of securities, a full range of custody services and the settlement of securities transactions. SIS settles securities transactions worldwide, including transactions in uncertificated securities.

In the Swiss market, SIS is part of the so-called Swiss value chain. The links to the SIX Swiss Exchange Ltd and the payment systems SIC/euroSIC, ensure fully automated settlement in central bank money.

CDS

CDS was formed in November 2006 pursuant to the restructuring of The Canadian Depository for Securities Limited ("CDS Ltd."). CDS is wholly owned by CDS Ltd. CDS Ltd. was incorporated in 1970 and remains the holding company for CDS and two other operating subsidiaries and is Canada's national securities clearing and depository services organisation. CDS Ltd. is wholly owned by TMX Group Limited.

Functioning as a service utility for the Canadian financial community, CDS provides a variety of computer automated services for financial institutions and investment dealers active in domestic and international capital markets. CDS participants ("CDS Participants") include banks (including the Canadian Subcustodians (defined below)), investment dealers and trust companies and may include the Dealers or affiliates of the Dealers. Indirect access to CDS is available to other organisations that clear through or maintain a custodial relationship with a CDS Participant. Transfers of ownership and other interests, including cash distributions, in Notes in CDS may only be processed through CDS Participants and will be completed in accordance with existing CDS rules and procedures. CDS operates in Montreal, Toronto, Calgary and Vancouver to centralise securities clearing functions through a central securities depository.

CDS is the exclusive clearing house for equity trading on the Toronto Stock Exchange and also clears a substantial volume of over the counter trading in equities and bonds. The address for CDS is 100 Adelaide Street West, Toronto, ON, Canada, M5H 1S3.

Global Clearance and Settlement Procedures

Initial settlement for Notes settling in CDS will be made in immediately available Canadian dollar funds. Such Notes will be held by CDS & Co., as nominee of CDS. Beneficial interests in the Global Certificate will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in CDS. If the applicable Final Terms indicate that the Notes may clear in Euroclear and Clearstream, Luxembourg, investors may elect to hold interests in the Global Certificate directly through any of CDS (in Canada) or Clearstream, Luxembourg or Euroclear (in Europe) if they are participants of such systems, or indirectly through organisations which are participants in such systems. Links have been established among CDS, Euroclear and Clearstream, Luxembourg to facilitate issuance of Notes and cross-market transfers of Notes associated with secondary market trading. Clearstream, Luxembourg and Euroclear will hold interests on behalf of their participants through customers' securities accounts in their respective names on the books of their respective Canadian subcustodians, each of which is a Canadian Schedule 1 chartered bank ("Canadian Subcustodians"), which in turn will hold such interests in customers' securities accounts in the names of the Canadian Subcustodians on the books of CDS. CDS will be directly linked to Euroclear and Clearstream, Luxembourg through the CDS accounts of their respective Canadian Subcustodians.

Secondary market trading between CDS Participants will be in accordance with market conventions applicable to transactions in book-based Canadian domestic bonds. Secondary market trading between Euroclear and/or Clearstream, Luxembourg participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional Eurobonds in immediately available funds.

Transfers between CDS and Euroclear or Clearstream, Luxembourg

Cross-market transfers between persons holding directly or indirectly through CDS Participants, on the one hand, and directly or indirectly through Euroclear participants or Clearstream, Luxembourg participants, on the other, will be effected in CDS in accordance with CDS rules; however, such cross-market transactions will require delivery of instructions to the relevant clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines. The relevant clearing system will, if the transaction meets its settlement requirements, deliver instructions to CDS directly or through its Canadian Subcustodian to take action to effect final settlement on its behalf by delivering or receiving Notes in CDS, and making or receiving payment in accordance with normal procedures for settlement in CDS. Euroclear participants and Clearstream, Luxembourg participants may not deliver instructions directly to CDS or the Canadian Subcustodians.

Because of time-zone differences, credits of Notes received in Euroclear or Clearstream, Luxembourg as a result of a transaction with a CDS Participant will be made during subsequent securities settlement processing and dated the business day following the CDS settlement date. Such credits or any transactions in such Notes settled during such processing will be reported to the relevant Euroclear participants or Clearstream, Luxembourg participants on such business day. Cash received in Euroclear or Clearstream, Luxembourg as a result of sales of Notes by or through a Euroclear participant or a Clearstream, Luxembourg participant to a CDS Participant will be received with value on the CDS settlement date but will be available in the relevant Euroclear or Clearstream, Luxembourg cash account only as of the business day following settlement in CDS.

Book Entry Ownership

Bearer Notes

The Issuers have made applications to Euroclear and Clearstream, Luxembourg for acceptance in their respective book-entry systems in respect of any Series of Bearer Notes. The Issuers may also apply to have Bearer Notes accepted for clearance through CDP, the CMU or SIS. In respect of Bearer Notes, a temporary Global Note and/or a permanent Global Note will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg or SIS or CDP or a sub-custodian for the CMU, as the case may be. Transfers of interests in a temporary Global Note or a permanent Global Note will be made in accordance with the normal market debt securities operating procedures of CDP, the CMU, SIS, Euroclear and Clearstream, Luxembourg.

Registered Notes

The Issuers have made applications to Euroclear and Clearstream, Luxembourg for acceptance in their respective book-entry systems in respect of the Notes to be represented by a Global Certificate. Each Issuer may also apply to have Notes represented by a Global Certificate accepted for clearance through CDP, CDS, the CMU or SIS. Each Global Certificate will have an International Securities Identification Number ("ISIN") and/or a Common Code and/or a CUSIP. Investors in Notes of such Series may hold their interests in a Global Certificate through Euroclear, Clearstream, Luxembourg, CDP, CDS, SIS or the CMU, as the case may be.

Summary of Provisions Relating to the Notes While in Global Form

Initial Issue of Notes

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the "Common Depositary") or CDP or with a sub-custodian for HKMA as operator of the CMU, or in the case of Notes denominated in Swiss francs, offered to the public in Switzerland and/or listed on the SIX Swiss Exchange SIX SIS AG, the Swiss Securities Servicer Corporation in Olten, Switzerland ("SIS", which expression shall include any other clearing institution recognised by the SIX Swiss Exchange), or registration of Registered Notes (which are not held under the NSS) in the name of any nominee for (i) Euroclear and Clearstream, Luxembourg or (ii) CDP or (iii) the HKMA and delivery of the relative Global Certificate to the Common Depositary, or CDP or the sub-custodian for the HKMA as operator of the CMU (as the case may be), the relevant clearing system will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid. Notes denominated in Canadian dollars settling and clearing through CDS will be represented on issue by a Global Certificate which will be deposited on or prior to the issue date of the relevant Tranche with and registered in the name of CDS or a nominee of CDS.

If, in respect of Senior Notes, the Global Notes or the Global Certificates are stated in the applicable Final Terms to be issued in NGN form or to be held under the NSS (as the case may be), the Global Notes or the Global Certificates will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper. Depositing the Global Notes or the Global Certificates with the Common Safekeeper does not necessarily mean that the Senior Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. Where the Global Notes or the Global Certificates issued in respect of a Tranche are in NGN form or held under the NSS (as the case may be), the ICSDs will be notified whether or not such Global Notes or Global Certificates (as the case may be) are intended to be held in a manner which would allow Eurosystem eligibility.

Notes that are initially deposited with the Common Depositary or with the Common Safekeeper, as the case may be, may (if indicated in the applicable Final Terms) also be credited to the accounts of subscribers with (if indicated in the applicable Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Issuer — ICSDs Agreement

The Issuers have each entered into an agreement with Euroclear and Clearstream, Luxembourg in respect of any Notes issued in NGN form or to be held under the NSS that the Issuers may request be made eligible for settlement with Euroclear and Clearstream, Luxembourg (each, an "Issuer-ICSDs Agreement"). The Issuer-ICSDs Agreements provide that Euroclear and Clearstream, Luxembourg will, in respect of any such Notes, *inter alia*, maintain records of their respective portion of the issue outstanding amount of such Notes and will, upon the relevant Issuer's request, produce a statement for the relevant Issuer's use showing the total nominal amount of its customer holdings of such Notes as of a specified date.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, CDP, CDS, SIS or any other clearing system as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg, CDP, CDS, SIS or such clearing system (as the case may be) for their share of each payment made by the relevant Issuer to the bearer of such Global Note or the holder of the underlying Global Certificate, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, CDP, CDS, SIS or such clearing system (as the case may be). Such persons shall have no claim directly against the relevant Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the relevant Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid. So long as a Global Note or Global Certificate is held by SIS, each person (determined on the basis of statements of account provided by SIS) shall be the beneficial owner of an interest in the Global Note or Global Certificate to the extent of the amount (determined on the basis of statements of account provided by SIS) of their investment therein. In accordance with the regulations of the SIX Swiss Exchange, owners of beneficial interests in a Global Note or Global Certificate do not have the right to request the printing and delivery of Definitive Notes.

If a Global Note or a Global Certificate is lodged with a sub-custodian for or registered with the CMU Service, the person(s) for whose account(s) interests in such Global Note or Global Certificate are credited as being held in the CMU Service in accordance with the CMU Rules as notified by the CMU Service to the CMU Lodging Agent in a relevant CMU Instrument Position Report (as defined in the rules of the CMU Service) or any other relevant notification by the CMU Service (which notification, in either case, shall be conclusive evidence of the records of the CMU Service save in the case of manifest error) shall be the only person(s) entitled or in the case of Registered Notes, directed or deemed by the CMU Service as entitled to receive payments in respect of Notes represented by such Global Note or Global Certificate and the relevant Issuer will be discharged by payment to, or to the order of, such person(s) for whose account(s) interests in such Global Note or Global Certificate are credited as being held in the CMU Service in respect of each amount so paid. Each of the persons shown in the records of the CMU Service, as the beneficial holder of a particular nominal amount of Notes represented by such Global Note or Global Certificate must look solely to the CMU Lodging Agent for their share of each payment so made by the relevant Issuer in respect of such Global Note or Global Certificate.

A. Exchange

1 Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

(A) if the applicable Final Terms or Pricing Supplement indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (see "*Overview of the Programme - Selling Restrictions*"), in whole, but not in part, for the Definitive Notes defined and described below; and

(B) otherwise, in whole or in part upon certification as to non-US beneficial ownership in the form set out in the Agency Agreement, for interests in a permanent Global Note or, if so provided in the applicable Final Terms, for Definitive Notes*.

The CMU Service may require that any such exchange for a permanent Global Note is made in whole and not in part and in such event, no such exchange will be effected until all relevant account holders (as set out in a

CMU Instrument Position Report or any other relevant notification supplied to the CMU Lodging Agent by the CMU Service) have so certified.

Each temporary Global Note that is also an Exchangeable Bearer Note will be exchangeable for Registered Notes in accordance with the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be, in addition to any permanent Global Note or Definitive Notes for which it may be exchangeable and, before its Exchange Date, will also be exchangeable in whole or in part for Registered Notes only.

2 Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under "Partial Exchange of Permanent Global Notes", in part for Definitive Notes or, in the case of 2(C) below, Registered Notes:

(A) unless principal in respect of any Notes is not paid when due, by the relevant Issuer giving notice to the Noteholders, the Issuing and Paying Agent and the Trustee of its intention to effect such exchange*; or

(B) if the applicable Final Terms or Pricing Supplement provides that such Global Note is exchangeable at the request of the holder, by the holder giving notice to the Issuing and Paying Agent of its election for such exchange*; or

(C) if the permanent Global Note is an Exchangeable Bearer Note, by the holder giving notice to the Issuing and Paying Agent of its election to exchange the whole or a part of such Global Note for Registered Notes*;

(D) (1) if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg, SIS, the CMU or any other clearing system (an "Alternative Clearing System") and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so or (2) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Issuing and Paying Agent (or, in the case of Notes lodged with the CMU, the CMU Lodging Agent) of its election for such exchange;

(E) if the permanent Global Note is held by SIS and the presentation of Definitive Notes is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights of holders of Notes; or

(F) if the permanent Global Note is held on behalf of CDP, (1) an Event of Default has occurred and is continuing, (2), CDP is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise), (3) CDP announces an intention permanently to cease business and no alternative clearing system is available or (4) CDP has notified the relevant Issuer that it is unable or unwilling to act as depositary for the Notes and to continue performing its duties and no alternative clearing system is available.

---

* This option should not be expressed to be applicable in the applicable Final Terms if the Specified Denomination in such Final Terms includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]."

3 Permanent Global Certificates

If the Final Terms or Pricing Supplement states that the Notes are to be represented by a permanent Global Certificate on issue, transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 2(b) may only be made in part:

(A) if the Notes represented by the Global Certificate are held on behalf of Euroclear or Clearstream, Luxembourg, SIS, the CMU or an Alternative Clearing System (other than CDP or CDS) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so or, if the Global Certificate is held by or on behalf of CDS and (i) CDS has notified the relevant Issuer that it is unwilling or unable to continue to act as a depository for the Notes and a successor depository is not appointed by the relevant Issuer within 90 working days after receiving such notice; or (ii) CDS ceases to be a recognised clearing agency under the Securities Act (Ontario) or a self-regulatory organisation under the Securities Act (Québec) or other applicable Canadian securities legislation and no successor clearing system satisfactory to the Trustee is available within 90 business days after the relevant Issuer becoming aware that CDS is no longer so recognised or, if the Global Certificate is held on behalf of CDP and (i) an Event of Default has occurred and is continuing or (ii) CDP is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or (iii) CDP announces an intention permanently to cease business and no alternative clearing system is available or (iv) CDP has notified the relevant Issuer that it is unable or unwilling to act as depositary for the Notes and to continue performing its duties and no alternative clearing system is available; or

(B) if principal in respect of any Notes is not paid when due; or

(C) with the consent of the relevant Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to 3(A) or 3(B) above, the holder of the permanent Global Certificate has given the Registrar not less than 30 days' notice at its specified office of the intention of the holder of the permanent Global Certificate to effect such transfer.

4 Partial Exchange of Permanent Global Notes

For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system so permit, such permanent Global Note will be exchangeable at the cost of the relevant Issuer in part on one or more occasions (1) for Registered Notes if the permanent Global Note is an Exchangeable Bearer Note and the part submitted for exchange is to be exchanged for Registered Notes, or (2) for Definitive Notes if principal in respect of any Notes is not paid when due.

5 Delivery of Notes

On or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Issuing and Paying Agent (or, in the case of Notes cleared through CDP, the CDP Issuing and Paying Agent and, in the case of Notes lodged with the CMU, the CMU Lodging Agent) (in each case, if such Global Note is in CGN form) or procure a change to the record of the relevant clearing system (if such Global Note is in NGN form). In exchange for any Global Note, or the part thereof to be exchanged, the relevant Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate principal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note (if such Global Note is in CGN form) or procure a change to the record of the relevant clearing system (if

such Global Note is in NGN form) to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Notes and/or Certificates, as the case may be. In this Prospectus, "Definitive Notes" means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed and Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Trust Deed. On exchange in full of each permanent Global Note, the relevant Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

6 Exchange Date

"Exchange Date" means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the relevant Issuing and Paying Agent is located and in the city in which the relevant clearing system is located.

B. Amendment to Conditions

The temporary Global Notes, the permanent Global Notes and the Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the Terms and Conditions of the Senior Notes and the Terms and Conditions of the Subordinated Notes, as the case may be, set out in this Prospectus. The following is a summary of certain of those provisions:

1 Payments

No payment falling due after the Exchange Date will be made on any temporary Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-US beneficial ownership in the form set out in the Trust Deed. All payments in respect of Notes represented by a Global Note in CGN form (except with respect to a Global Note held through the CMU) will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Issuing and Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. If the Global Note is an NGN or if the Global Certificate is held under the NSS, the relevant Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the principal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or the Global Certificate will be reduced accordingly. Payments under an NGN will be made to its holder. Each payment so made will discharge the relevant Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge.

For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "business day" set out in Condition 6(h) of the Terms and Conditions of the Senior Notes or Condition 8(h) of the Terms and Conditions of the Subordinated Notes, as the case may be.

All payments in respect of Notes represented by a Global Certificate (other than a Global Certificate held through CDS, CDP or the CMU) will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where "Clearing System Business Day" means any day on which the relevant clearing system is open for business, which for Euroclear and Clearstream, Luxembourg is Monday to Friday inclusive except 25 December and 1 January.

In respect of a Global Note or a Global Certificate held through the CMU Service, any payments of principal, interest (if any) or any other amounts shall be made to the person(s) for whose account(s) interests in the relevant Global Note or Global Certificate are credited as being held with the CMU Service in accordance with the CMU Rules (as defined in the Agency Agreement) (as set out in a CMU Instrument Position Report or any other relevant notification supplied to the CMU Lodging Agent by the CMU Service which notification shall be conclusive evidence of the records of the CMU Service (save in the case of manifest error)) at the close of business on the Clearing System Business Day immediately prior to the date for payment and, save in the case of final payment, no presentation of the relevant bearer Global Note or Global Certificate shall be required for such purpose.

Payments of principal and interest in respect of Canadian Notes represented by a Global Certificate will be made in Canadian dollars on behalf of the relevant Issuer by the Issuing and Paying Agent (through a Canadian dollar wire transfer) to CDS or a nominee of CDS or as otherwise directed by CDS. Such amounts will be forwarded by CDS to CDS participants and thereafter to holders in accordance with and subject to the rules and procedures of CDS from time to time.

2 Prescription

Claims against the relevant Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be).

3 Meetings

At any meeting of Noteholders the holder of a permanent Global Note shall be treated as having one vote in respect of each US$1 (or its equivalent) in principal amount of Notes for which such Global Note may be exchanged. All holders of Registered Notes are entitled to one vote in respect of each US$1 in principal amount of Notes comprising such Noteholder's holding, whether or not represented by a Global Certificate.

4 Cancellation

Cancellation of any Note represented by a permanent Global Note that is required by the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be, to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant permanent Global Note.

5 Purchase

Notes represented by a permanent Global Note may only be purchased by the relevant Issuer, the Guarantor or any of their respective Subsidiaries (as defined in the Trust Deed) if they are purchased together with the rights to receive all future payments of interest.

6 Issuer's Options

Any option of the relevant Issuer provided for in the Terms and Conditions of any Notes while such Notes are represented by a Global Note or Global Certificate shall be exercised by the relevant Issuer giving notice to the Noteholders within the time limits set out in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be, or the applicable Final Terms and containing the information required by the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the relevant Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg, CDS, CDP or the relevant Alternative Clearing System (as the case may be).

7 Noteholders' Options

Any option of the Noteholders provided for in the Terms and Conditions of any Notes while such Notes are represented by a Global Note or Global Certificate may be exercised by the holder of the Global Note or Global Certificate giving notice to the Issuing and Paying Agent (or, in the case of Notes cleared through CDP, the CDP Issuing and Paying Agent and, in the case of Notes lodged with the CMU, the CMU Lodging Agent) within the time limits relating to the deposit of Notes with a Paying Agent set out in the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be, except that the notice shall not be required to contain the certificate numbers of the Notes in respect of which the option has been exercised, and stating the principal amount of Notes in respect of which the option is exercised and at the same time presenting (if such Global Note is in CGN form) the Global Note or (if such Global Certificate is not held under the NSS) the Global Certificate to the Issuing and Paying Agent (or, in the case of Notes cleared through CDP, the CDP Issuing and Paying Agent and, in the case of Notes lodged with the CMU, the CMU Lodging Agent), or to a Paying Agent acting on behalf of the Issuing and Paying Agent, for notation. Where the Global Note is an NGN or where the Global Certificate is held under the NSS, the relevant Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the principal amount of the Notes recorded in those records will be reduced accordingly.

8 Registered Notes held in CDP

(i) Payments of principal in respect of Registered Notes held in CDP shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

(ii) While CDP Notes are represented by the Global Certificate, interest on such Notes shall be paid to the person shown on the Register at the fifth business day before the due date for payment thereof. Payments of interest on each Note shall be made by transfer to the registered account of the holder.

(iii) In this paragraph:

(A) "business day" means a day (other than a Saturday, a Sunday or a gazetted public holiday in Singapore) on which the CDP and commercial banks are open for business in Singapore, London, Beijing and Hong Kong; and

(B) "registered account" means the Renminbi account maintained by or on behalf of the holder with a bank in Singapore, details of which appear in the Register at the close of business on the fifth business day before the due date for payment.

9 Direct Rights in respect of Notes cleared through CDP

In respect of a Global Note or a Global Certificate held in CDP, if any Event of Default has occurred and is continuing, the Trustee may state in a notice given to the CDP Issuing and Paying Agent and the relevant Issuer (the "default notice") the principal amount of Notes (which may be less than the outstanding principal amount of the Global Note or Global Certificate) which is being declared due and payable. Following the giving of the default notice, the holder of the Notes represented by the Global Note or Global Certificate, as the case may be, cleared through CDP may (subject as provided below) elect that direct rights ("Direct Rights") under the provisions of a deed of covenant to be entered into by the relevant Issuer (the "CDP Deed of Covenant") shall come into effect in respect of a principal amount of Notes up to the aggregate principal amount in respect of which such default notice has been given. Such election shall be made by notice to the CDP Issuing and Paying Agent and (in the case of the Global Certificate) the CDP Registrar and presentation of the Global Note or Global Certificate, as the case may be, to or to the order of the CDP Issuing and Paying Agent for reduction of the principal amount of Notes represented by the Global Note or Global Certificate, as the case may be, by such amount as may be stated in such notice and by endorsement of the appropriate Schedule hereto of the nominal amount of Notes in respect of which Direct Rights have arisen under the CDP Deed of Covenant. Upon each such notice being given, the Global Note or Global Certificate, as the case may be, shall become void to the extent of the principal amount stated in such notice, save to the extent that the appropriate Direct Rights shall fail to take effect. No such election may however be made on or before the Exchange Date or (in respect of a Global Certificate) the date of transfer unless the holder elects in such notice that the exchange for such Notes shall no longer take place. The rights of the holders are set out in and subject to the provisions of the Trust Deed and the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be.

10 Trustee's Powers

In considering the interests of Noteholders while any Global Note is held on behalf of, or Registered Notes are registered in the name of any nominee for, a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Note or Registered Notes and may consider such interests as if such accountholders were the holders of the Notes represented by such Global Note or Global Certificate.

11 Notices

So long as any Notes are represented by a Global Note or Global Certificate and such Global Note or Global Certificate is held on behalf of (i) Euroclear and/or Clearstream, Luxembourg, CDP, CDS or any other clearing system (except as provided in (ii) below), notices to the holders of Notes of that Series may be given to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be, or by delivery of the relevant notice to the holder of the Global Note or the Global Certificate or (ii) the CMU Service, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to the CMU Service in substitution for publications as required by the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Subordinated Notes, as the case may be, or by delivery of the relevant notice to the holder of the Global Note or Global Certificate, and any such notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to the CMU Service.

12 Electronic Consent and Written Resolution

While any Global Note is held on behalf of, or any Global Certificate is registered in the name of any nominee for, a clearing system, then:

(A) approval of a resolution proposed by the relevant Issuer or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding (an "Electronic Consent" as defined in the Trust Deed) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum was satisfied), take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on all Noteholders and holders of Coupons and Talons whether or not they participated in such Electronic Consent; and

(B) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Trust Deed) has been validly passed, the relevant Issuer and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the relevant Issuer and/or the Trustee, as the case may be, by accountholders in the clearing system with entitlements to such Global Note or Global Certificate or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and provided that, in each case, the relevant Issuer and the Trustee have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, "commercially reasonable evidence" includes any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system, or issued by an accountholder or participant of them or an intermediary in a holding chain, in relation to the holding of interests in the Notes. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's Easy-Way or Clearstream, Luxembourg's Xact Web Portal) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. Neither the Issuers nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

BP p.l.c.

Unless otherwise indicated, information set out in this section relating to BP p.l.c. reflects 100 per cent. of the assets and operations of BP and its subsidiaries that were consolidated at the date or for the periods indicated, including non-controlling interests. Also, unless otherwise indicated, figures for sales and other operating revenues include sales between segments.

Introduction

The Anglo-Persian Oil Company Ltd, incorporated in 1909, later known as The British Petroleum Company Ltd, changed its name to BP Amoco p.l.c. following the merger with Amoco Corporation (incorporated in Indiana, USA, in 1889). The company subsequently changed its name to BP p.l.c. BP is a public limited company incorporated under the Companies (Consolidation) Act 1908 with registered number 00102498.

BP's worldwide headquarters and registered office is located at 1 St. James's Square, London SW1Y 4PD, United Kingdom, telephone +44 (0) 20 7496 4000.

BP is, directly or indirectly, the ultimate holding company of all the companies in the BP Group and its assets are substantially comprised of shares in such companies. It does not conduct any other substantive business and is accordingly dependent on the other members of the BP Group and revenues received from them.

BP is a global energy company with wide reach across the world's energy system. The BP Group has operations in Europe, North and South America, Australasia, Asia and Africa.

The BP Group's Strategy

Growing the upstream: oil and gas business. The BP Group is growing upstream production and cash flow through disciplined investment. The BP Group has a deep upstream resource base, and combined with disciplined investment criteria, it is well positioned to deliver medium and long-term organic growth.

Focusing the downstream: customers and products businesses. The BP Group continues to reshape its portfolio to focus on markets and businesses where it has advantaged and integrated positions. The BP Group is taking clear actions to drive improved performance, including addressing costs in its customers' business, and improving operations in refining.

Investing with discipline in transition. The BP Group plans to invest with discipline: with selective investment in biogas, biofuels and electronic vehicle ("EV") charging, where it sees strong demand growth; adopting innovative capital-light partnerships in renewables; and focusing investment on hydrogen and carbon capture projects to support the BP Group in decarbonising its operations, and position it for growth through the next decade.

The BP Group's Business Segments

The BP Group has two main business segments – *Upstream* and *Downstream*. These work closely with *Supply, Trading and Shipping*, and *Technology* supports all areas.

- *Upstream* brings together the BP Group’s oil and gas regions, including exploration, development and production activities, streamlining how the BP Group finds, develops and produces energy. It also includes the BP Group’s upstream joint ventures and its renewable natural gas and carbon capture and storage businesses.

- *Downstream* includes refining, terminals, pipelines, mobility and convenience, biofuels, aviation, hydrogen and *Castrol*.

Supply, Trading and Shipping operates across both business segments, supporting delivery and value creation across the integrated system. As a distinctive capability for the BP Group, it connects the portfolio, optimises flows and seeks to deliver material value uplift.

Technology works across the BP Group's businesses, driving innovation and supporting safety and efficiency in day-to-day operations. Renewable businesses, including solar and offshore wind, also sit within the *Technology* function as the BP Group continues to advance a capital-light model in these areas.

In addition, three teams support the BP Group's delivery:

- Finance
- Legal
- People, culture and communications

Financial Reporting Segments

As at 31 December 2025, the BP Group's financial reporting model continues to be split into the following segments:

- Gas and low carbon energy
- Oil production and operations
- Customers and products
- Other businesses and corporate

Gas and low carbon energy – The gas and low carbon energy segment comprises the BP Group's gas and low carbon energy businesses. The BP Group's gas business includes regions with upstream activities that predominantly produce natural gas, gas trading and its Archaea Energy business. The BP Group's low carbon business includes solar, offshore wind, hydrogen and carbon capture and storage and power trading and until its divestment in December 2025 also included onshore wind. Power trading includes trading of both renewable and non-renewable power.

On 4 August 2026, the BP Group announced that it is launching a process to market Archaea Energy for a potential sale, as further described in the Half Year 2026 Report.

Oil production and operations – The oil production and operations segment comprises regions with upstream activities that predominantly produce crude oil, including bpx energy.

Customers and products – The customers and products segment comprises the BP Group's customer-focused businesses, which include convenience and retail fuels, EV charging, as well as *Castrol*, aviation, B2B, midstream and bp bioenergy. It also comprises the BP Group's products businesses which include refining and oil trading.

Other businesses and corporate – The other businesses and corporate segment comprises technology, bp ventures, shipping, the BP Group's corporate activities and functions, and any residual costs of the Gulf of America oil spill.

On 27 February 2022, the BP Group announced it would exit its shareholding in Rosneft and the BP Group's two nominated Rosneft directors both stepped down from Rosneft's board. As a result, the significant judgment on significant influence over Rosneft was reassessed and a new significant estimate was identified for the fair value of the BP Group's equity investment in Rosneft. From that date, the BP Group accounts for its interest in Rosneft and its other businesses with Rosneft within Russia as financial assets measured at fair value within 'Other investments'.

Further details are set out in the section of the Annual Report 2025 entitled "*Financial Statements*" at the subsection entitled "*Notes on financial statements*" at Note 1 "*Material accounting policy information, significant judgements, estimates and assumptions - Significant judgements and estimate: investment in Rosneft*" and Note 17 "*Investments in associates*" and the section entitled "*Supplementary information on oil and natural gas (unaudited)*", all of which are incorporated by reference in, and form part of, this Prospectus. Please see the section entitled "*Documents Incorporated by Reference*" for further details.

Directors

The Directors of BP, each of whose business address is 1 St. James's Square, London SW1Y 4PD, United Kingdom and their positions and principal activities outside the BP Group, where these are significant, are as follows:

Name	Position	Principal Activities outside the BP Group
Executive Directors		
Meg O'Neill	Chief Executive Officer	-
Kate Thomson	Chief Financial Officer	Aker BP ASA, Board Member 100 Group Main Committee, Member
Non-executive Directors		
Dame Amanda Blanc	Senior Independent Non-executive Director	Aviva plc, Group Chief Executive Officer Association of British Insurers Board, Member UK Government's British Infrastructure Taskforce, Member
Tushar Morzaria	Independent Non-executive Director	Legal & General Group Plc, Non-executive Director BT Group plc, Non-executive Director
Hina Nagarajan	Non-executive Director	East African Breweries PLC, Executive Director, Vice Chairperson and Member of Board Nomination and Remuneration Committee
Satish Pai	Independent Non-executive director	Hindalco Industries Limited, Managing Director Novelis Inc, Director Aditya Birla Management Corporation Ltd, Non-executive Director Indian Institute of Metals, Director
Dr Johannes Teyssen	Independent Non-executive Director	Supervisory board of Deutsche Lufthansa AG, Chairman Alpiq Holding Ltd, President Kohlberg Kravis Roberts, Senior Advisor Viridor Limited, Senior Advisor
Ian Tyler	Independent Non-executive director Interim Chair	Grafton Group plc., Chair Anglo American plc., Senior Independent Director BMT Group Ltd., Chair KPMG Public Interest Committee, Member

Name	Position	Principal Activities outside the BP Group
Dave Hager	Independent Non-executive director	-

Conflicts of Interest

The Directors of BP may, from time to time, hold directorships or other significant interests with companies outside of the BP Group which may have business relationships with the BP Group. Directors have a statutory duty to avoid conflicts of interest with BP. BP's Articles of Association allow its Directors to authorise conflicts of interest and the board of Directors has adopted a policy and effective procedures to manage and, where appropriate, approve conflicts or potential conflicts of interest. Under these procedures, Directors are required to declare all directorships of companies which are not part of the BP Group, along with other positions which could result in conflicts or could give rise to a potential conflict. The board of Directors then evaluates and approves, where appropriate, each such situation individually, with or without conditions.

Save as described above, there are no potential conflicts of interest between the duties to BP of the persons listed under "*Directors*" above and their private interests or other duties.

Audit Committee

The members of BP's audit committee are:

Tushar Morzaria (Committee Chair)

Ian Tyler

Hina Nagarajan

All members of the audit committee are independent non-executive Directors. The board has satisfied itself that Mr Morzaria has recent and relevant financial experience as outlined in the UK Corporate Governance Code guidance and that he is competent in accounting and auditing in accordance with the FCA's Disclosure and Transparency Rules. The external auditor, the senior vice president internal audit (head of group audit), together with the BP group chief financial officer, senior vice president accounting, reporting and control and the executive vice president legal are regular attendees at the meetings at the request of the committee chair. During the year, the committee meets with the external auditor, without the executive management being present, and also meets in private sessions with the BP Group auditor.

The audit committee's tasks are considered by the committee to be broader than those envisaged under the UK Corporate Governance Code. The committee is satisfied that it addresses each of those matters identified as properly falling within an audit committee's purview. The committee has full delegated authority from the board to address those tasks assigned to it. In common with the board and all committees, it may request any information from the executive management necessary to discharge its functions and may, where it considers it necessary, seek independent advice and counsel.

BP's website

BP's website is *www.bp.com*. Unless specifically incorporated by reference into this Prospectus, information contained on the Guarantor's website does not form part of this Prospectus.

BP Capital Markets p.l.c.

Introduction

BP Capital Markets p.l.c. (formerly BP Capital Limited, BP Capital p.l.c. and BP Amoco Capital p.l.c.) was incorporated as BP Capital Limited in England on 14 December 1976 as a private limited company under the Companies Act 1948 to 1967 (with registered number 1290444). On 30 June 1986, BP Capital Limited changed its name to BP Capital p.l.c. (as a result of its re-registration as a public limited company), to BP Amoco Capital p.l.c. on 2 March 1999 and to BP Capital Markets p.l.c. on 8 May 2001.

BPCM UK's registered office is located at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP, telephone number: +44 (0)1932 762000. BPCM UK has authorised equity of 99,999,990 ordinary shares of £1 each, 500,000,000 ordinary shares of US$1 each and 10 shares of 10 per cent. cumulative redeemable preference shares with a nominal value of £1 each. BPCM UK has issued 99,999,990 ordinary shares of £1 each, which are fully paid up and 500,000,000 ordinary shares of US$1 each, which are fully paid-up of which 99,999,490 ordinary shares of £1 each and 500,000,000 ordinary shares of US$1 each are held legally and beneficially by BP International Limited and 500 ordinary shares of £1 each are held by Kenilworth Oil Company Limited as nominee for BP International Limited.

BPCM UK is a finance company established to undertake any business, transaction or operation commonly undertaken or carried out by investment companies, investment holding companies, bankers, financiers, etc.

The objects of BPCM UK are stated in Clauses 4 (A) to (X) of its Memorandum of Association.

Business Activities

BPCM UK acts as a finance company issuing debt securities and commercial paper on behalf of the BP Group. The development of the company is largely determined by the financing requirements of BP Group companies both in the UK and abroad.

BPCM UK has no subsidiaries. BPCM UK's business is raising debt to be on-lent to the parent company and other members of the BP Group on a comparable basis. BPCM UK is accordingly dependent on the parent company and other members of the BP Group to service its loans.

Directors

The Directors of BPCM UK, each of whose business address is Chertsey Road, Sunbury on Thames, Middlesex TW16 7BP, United Kingdom and their positions and principal activities outside the BP Group, where these are significant, are as follows:

Name	Position	Principal Activities outside the BP Group
Colin Allan	Director	None
Jayne Angela Hodgson	Director	None
Giles Andrew Horner	Director	None

Conflicts of Interest

The Directors of BPCM UK may, from time to time, hold directorships or other significant interests with companies outside of the BP Group which may have business relationships with the BP Group. Directors have a statutory duty to avoid conflicts of interest with BPCM UK. BPCM UK's Articles of Association allow its Directors to authorise conflicts of interest and the board of Directors has a policy and effective procedures to manage and, where

appropriate, approve conflicts or potential conflicts of interest. Under these procedures, Directors are required to declare all directorships of companies which are not part of the BP Group, along with other positions which could result in conflicts or could give rise to a potential conflict. The board of Directors then evaluates and approves, where appropriate, each such situation individually, with or without conditions.

Save as described above, there are no potential conflicts of interest between the duties to BPCM UK of the persons listed under "*Directors*" above and their private interests or other duties.

BPCM UK's website

BPCM UK does not maintain a website.

BP Capital Markets B.V.

Introduction

BP Capital Markets B.V. was incorporated as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands on 7 August 2020 (registered with the trade register of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 80003354).

BPCM Netherlands' registered office is located at Chertsey Road, Sunbury on Thames, Middlesex TW16 7BP, United Kingdom, telephone number: +44 (0)1932 762000 and its corporate seat (*statutaire zetel*) is located in Rotterdam, the Netherlands. BPCM Netherlands has issued 1,000 ordinary shares of US$1 each, which are held legally and beneficially by BP International Limited.

BPCM Netherlands is a finance company established to undertake any business, transaction or operation commonly undertaken or carried out by investment companies, investment holding companies, bankers, financiers, etc.

The objects of BPCM Netherlands are stated in Chapter II Article 3 of its Articles of Association.

Business Activities

BPCM Netherlands acts as a finance company issuing debt securities on behalf of the BP Group. The development of the company is largely determined by the financing requirements of BP Group companies both in the UK and abroad.

BPCM Netherlands has no subsidiaries. BPCM Netherlands' business is raising debt to be on-lent to the parent company and other members of the BP Group on a comparable basis. BPCM Netherlands is accordingly dependent on the parent company and other members of the BP Group to service its loans.

Directors

The Directors of BPCM Netherlands, each of whose business address is Chertsey Road, Sunbury on Thames, Middlesex TW16 7BP, United Kingdom, and their positions and principal activities outside the BP Group, where these are significant, are as follows:

Name	Position	Principal Activities outside the BP Group
Colin Allan	Director	None
Jayne Angela Hodgson	Director	None
Giles Andrew Horner	Director	None

Conflicts of Interest

The Directors of BPCM Netherlands may, from time to time, hold directorships or other significant interests with companies outside of the BP Group which may have business relationships with the BP Group. Directors have a statutory duty to declare personal conflicts of interest with BPCM Netherlands. The BP Group has a policy and effective procedures to manage and, where appropriate and permitted under applicable law, approve conflicts or potential conflicts of interest. Under these procedures, Directors are required to declare all directorships of companies which are not part of the BP Group, along with other positions which could result in conflicts or could give rise to a potential conflict. BPCM Netherlands' Articles of Association state that a Director shall not take part in the deliberation and decision-making if the Director personally has a direct or indirect conflict of interest that contradicts the interests of BPCM Netherlands and its connected enterprise. When no administrative decision can be taken by the Directors, the decision will be taken by the supervisory board of BPCM Netherlands, if applicable. A member of

the supervisory board shall not take part in the deliberation and decision-making of the supervisory board if that member personally has a direct or indirect conflict of interest that contradicts the interests of BPCM Netherlands and of the business connected with it. When no administrative decision can be taken by the supervisory board, or if no supervisory board has been installed, the decision will be taken by the general meeting of BPCM Netherlands.

Save as described above, there are no potential conflicts of interest between the duties to BPCM Netherlands of the persons listed under "*Directors*" above and their private interests or other duties.

BPCM Netherlands' website

BPCM Netherlands does not maintain a website.

Taxation

United Kingdom

The following is a summary of the United Kingdom withholding tax treatment at the date hereof in relation to the payment of interest, premium and annual payments (as each such term is understood for United Kingdom tax purposes) in respect of the Notes, whether issued by BPCM UK or BPCM Netherlands. The comments below are of a general nature based on BPCM UK's and BPCM Netherlands' understanding of current United Kingdom law as applied in England and published HM Revenue and Customs practice (which may not be binding on HM Revenue and Customs), relating only to United Kingdom withholding tax treatment of payments of interest, premium and annual payments in respect of the Notes, whether issued by BPCM UK or BPCM Netherlands. The summary does not deal with other United Kingdom tax aspects of acquiring, holding or disposing of Notes and assumes that there will be no substitution of the relevant Issuer. Except where the context otherwise requires, the comments relate only to the position of persons who are absolute beneficial owners of the Notes and do not deal with the position of certain classes of Noteholder such as dealers and persons connected with an Issuer (to whom special rules may apply). The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective investors who are in any doubt as to their tax positions or who may be subject to tax in a jurisdiction other than the United Kingdom should consult their professional advisers.

Payment of Interest on the Notes

(A) While Notes which carry a right to interest continue to be listed on a recognised stock exchange (designated as such by HMRC) as defined in Section 1005 of the Income Tax Act 2007 (such Notes being "quoted Eurobonds") payments of interest may be made without withholding or deduction for or on account of United Kingdom income tax. The London Stock Exchange is a recognised stock exchange for these purposes. The securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning and in accordance with the provisions of Part VI of the Financial Services and Markets Act 2000) and admitted to trading on the London Stock Exchange. Provided, therefore, that the Notes remain so listed, interest on the Notes will be payable without withholding or deduction for or on account of United Kingdom tax.

(B) Interest on the Notes may also be paid without withholding or deduction for or on account of United Kingdom tax where the maturity date of the Note is less than 365 days from the date of issue (and where the borrowing under such Notes at no time forms part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days).

(C) In cases not falling within paragraphs (A) or (B) above, an amount must generally be withheld from payments of interest on the Notes that have a United Kingdom source. That withholding is made on account of United Kingdom income tax at the savings basic rate (currently 20 per cent., but rising to 22 per cent. with effect from 6 April 2027), subject to other available exemptions and relief. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, (subject to the required procedural formalities being fulfilled) HM Revenue and Customs can issue a direction to the relevant Issuer to pay interest to the relevant Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty) and/or a Noteholder may be able to reclaim amounts withheld for or on account of United Kingdom tax.

(D) Payments on Notes that, although not expressed to be interest, fall to be treated as yearly interest for United Kingdom tax purposes will also be subject to the withholding tax rules described above. A

premium payable on redemption of a Note may fall to be treated as yearly interest for United Kingdom tax purposes.

(E) If the Guarantor makes any payments in respect of interest on the Notes (or other amounts due under the Notes other than the repayment of amounts subscribed for the Notes), such payments may be subject to United Kingdom withholding tax, subject to the availability of other exemptions and reliefs or to any direction to the contrary from HM Revenue & Customs in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty.

However, the United Kingdom withholding tax treatment of payments by the Guarantor under the terms of the relevant Guarantee which have a United Kingdom source is uncertain. In particular, such payments by the Guarantor may be treated as annual payments and not interest and may therefore not be eligible for the exemptions described above in relation to payments of interest.

The Netherlands

The following is a summary of the Dutch withholding tax treatment at the date hereof in relation to the payment of interest and premium in respect of the Senior Notes issued by BPCM Netherlands. This summary is intended as general information only and each prospective investor should consult a professional tax adviser for a full understanding of the tax consequences of the acquisition, holding, redemption and disposal of Senior Notes, including the applicability and effect of Dutch tax laws.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Prospectus, and it does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect. Any such developments or amendments may invalidate the contents of this summary, which will not be updated to reflect such developments or amendments. Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom, and where in this summary English terms and expressions are used to refer to Dutch concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Dutch concepts under Dutch tax law.

All payments made by BPCM Netherlands under the Senior Notes issued by it may, except in certain very specific cases as described below, be made free of withholding or deduction of or for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

Dutch withholding tax may apply on certain (deemed) interest due and payable to an affiliated (*gelieerde*) entity of BPCM Netherlands if such entity (i) is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*), or (ii) has a permanent establishment located in such jurisdiction to which the payment of interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation of another person, or (iv) is not considered to be the recipient of the interest in its jurisdiction of residence because such jurisdiction treats another (lower-tier) entity as the recipient of the interest (hybrid mismatch), or (v) is not treated as resident anywhere (also a hybrid mismatch), or (vi) is a reverse hybrid whereby the jurisdiction of residence of a higher-tier beneficial owner (*achterliggende gerechtigde*) that has a qualifying interest (*kwalificerend belang*) in the reverse hybrid treats the reverse hybrid as tax transparent and that higher-tier beneficial owner (*achterliggende gerechtigde*) would have been taxable based on one (or more) of the items in

(i)-(v) above had the interest been due to it directly, all within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

Subscription and Sale

Subject to the terms and on the conditions contained in a Programme Agreement (amended and restated) dated 7 August 2026 (the "Programme Agreement") between the Issuers, the Guarantor and the Permanent Dealers, the Notes will be offered from time to time by the Issuers to the Permanent Dealers. However, the Issuers have reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuers through the Dealers, acting as agents of the relevant Issuer. The Programme Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The relevant Issuer, failing whom the Guarantor, will pay each Dealer a commission as agreed between the relevant Issuer, the Guarantor and the Dealer, which commission may be deducted from the gross proceeds payable to the relevant Issuer on the closing of any series of Notes. Each Issuer has agreed to reimburse the Arrangers for certain of their expenses incurred in connection with the establishment and the update of the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuers and the Guarantor have agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Programme Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the relevant Issuer.

United States

The Notes and the related Guarantee have not been and will not be registered under the Securities Act and the Notes and the related Guarantee may not be offered or sold within the United States or to, or for the account or benefit of, US persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Notes in bearer form are subject to US tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by US Treasury regulations. Terms used in this paragraph have the meanings given to them by the US Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

Each Dealer has represented and agreed that, except as permitted by the Programme Agreement, it has not offered or sold and will not offer or sell the Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche, within the United States or to, or for the account or benefit of, US persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, US persons.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Public Offer Selling Restriction under the POATRs

If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", in relation to the United Kingdom, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent

and agree, that it has not made and will not make an offer of Notes which are the subject of this Prospectus as completed by the Final Terms (or Pricing Supplement, as the case may be) in relation thereto to the public in the United Kingdom except that it may make an offer:

(i) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;

(ii) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the United Kingdom, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or

(iii) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes and the expression "POATRs" means the Public Offers and Admissions to Trading Regulations 2024.

Public Offer Selling Restriction under the EU Prospectus Regulation

If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms (or Pricing Supplement, as the case may be) in relation thereto to the public in that Member State, except that it may make an offer of such Notes to the public in that Member State:

(i) at any time to any legal entity which is a qualified investor as defined in the EU Prospectus Regulation;

(ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the EU Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or

(iii) at any time in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of Notes referred to in (i) to (iii) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "EU Prospectus Regulation" means Regulation (EU) 2017/1129, as amended or superseded.

Prohibition of Sales to UK Retail Investors

Unless the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes specifies the "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make

available any Notes which are the subject of this Prospectus as completed by the Final Terms (or Pricing Supplement, as the case may be) in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

(i) the expression "retail investor" means a person who is either one (or both) of the following:

(a) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018; or

(b) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs; and

(ii) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms (or Pricing Supplement, as the case may be) in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

(i) the expression "retail investor" means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(b) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(c) not a qualified investor as defined in the EU Prospectus Regulation (as defined above); and

(ii) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

(ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and

(iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the "FIEA"). Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not, offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Hong Kong

In relation to each Tranche of Notes issued by the relevant Issuer, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "SFO") other than (a) to "professional investors" as defined in the SFO and any rules made under the SFO or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "C(WUMP)O") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly,

to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Canada

The Notes have not been, and will not be, qualified for sale under the securities laws of Canada or any province or territory thereof. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed, or delivered, and that it will not offer, sell, distribute, or deliver any Notes, directly or indirectly, in Canada or to, or for the benefit of, any resident thereof in contravention of the securities laws of Canada or any province or territory thereof. Each Dealer has also agreed, and each further Dealer appointed under the Programme will be required to agree, not to distribute or deliver this Prospectus, or any other offering material relating to the Notes, in Canada in contravention of the securities laws of Canada or any province or territory thereof.

The PRC

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that other than to the qualified individuals or entities in the PRC which have been approved by the relevant PRC government authorities (including, but not limited to, the People's Bank of China, the National Financial Regulatory Administration (formerly known as the China Banking and Insurance Regulatory Commission), the China Securities Regulatory Commission and/or the State Administration of Foreign Exchange) to subscribe for and purchase the Notes:

(i) neither this Prospectus, nor any advertisement or other offering material or information in connection with the Notes has been and will be registered, circulated, published or distributed in the PRC; and

(ii) the Notes shall not be offered or sold, and will not be offered or sold to any investor for re-offering or resale, directly or indirectly, to any investor in the PRC, except in accordance with applicable PRC laws and regulations.

The prospective investors in the PRC are responsible for obtaining all relevant government regulatory licences, approvals, verifications and/or registrations themselves, including, but not limited to, any which may be required by the relevant PRC government authorities (including, but not limited to, the People's Bank of China, the National Financial Regulatory Administration (formerly known as the China Banking and Insurance Regulatory Commission), the China Securities Regulatory Commission and/or the State Administration of Foreign Exchange), and complying with all relevant PRC laws and regulations (including, but not limited to, all relevant securities laws and regulations, foreign exchange regulations and/or foreign investment regulations) at all times.

The Republic of China (Taiwan)

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Notes, directly or indirectly, in Taiwan, to investors other than "professional institutional investors" as defined under Article 4 of the Financial Consumer Protection Act, unless otherwise permitted by the laws and regulations of Taiwan. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to a professional institutional investor.

Switzerland

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that this Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes. The Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("FinSA") and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

The Netherlands

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that in relation to BPCM Netherlands, Zero Coupon Notes in bearer form and other Notes which qualify as savings certificates as defined in the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) may only be transferred or accepted through the mediation of either BPCM Netherlands or a member of Euronext Amsterdam N.V. with due observance of the Savings Certificates Act and its implementing regulations (including registration requirements), provided that no mediation is required in respect of (i) the transfer and acceptance of rights representing an interest in a Zero Coupon Note in global form, (ii) the initial issue of those Notes to the first holders thereof, (iii) any transfer and delivery by individuals who do not act in the conduct of a profession or trade, and (iv) the issue and trading of those Notes, if they are physically issued outside the Netherlands and are not distributed in the Netherlands in the course of primary trading or immediately thereafter.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms (or Pricing Supplement, as the case may be), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1, 2º of the Belgian Code of Economic Law, as amended from time to time (a "Belgian Consumer") and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

General

These selling restrictions may be modified by the agreement of the relevant Issuer, the Guarantor and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms (or Pricing Supplement, as the case may be) issued in respect of the issue of Notes to which it relates or in a supplement to this Prospectus. No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Prospectus or any other offering material or any Final Terms (or Pricing Supplement, as the case may be), in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge and belief, comply with all applicable laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Prospectus, any other offering material or any Final Terms (or Pricing Supplement,

as the case may be) and neither of the Issuers, nor the Guarantor nor any other Dealer shall have responsibility therefor.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the relevant Issuer, the Guarantor and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms (or Pricing Supplement, as the case may be).

Form of Final Terms for Senior Notes

Set out below is the form of Final Terms which will be completed for each Tranche of Senior Notes which are not Notes listed on the SIX Swiss Exchange issued under the Programme.

[**Prohibition of Sales to UK Retail Investors** – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (the "UK"). For these purposes, a "retail investor" means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA") ("UK MiFIR"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("DISC"), for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.]

[**Prohibition of Sales to EEA Retail Investors** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended or superseded). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the "EU PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.][1]

[**UK MiFIR Product Governance / Professional Investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in [Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the [European Union (Withdrawal) Act 2018 (the "EUWA")/EUWA] ("UK MiFIR")/UK MiFIR]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "UK distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is

[1] Delete applicable legend if the offer of the Notes do not constitute "packaged" products or consumer composite investments, as applicable, or the Notes do constitute "packaged products" or consumer composite investments, as applicable, and a KID or disclosure document, as applicable, will be prepared in the EEA or UK, as applicable, in which case, insert "Not Applicable" in paragraph 27 or 28, as applicable, of Part A below. Include applicable legend if the offer of the Notes may constitute "packaged" products or consumer composite investments, as applicable, and no KID or disclosure document, as applicable, will be prepared or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA retail investors or UK retail investors, as applicable. In this case, insert "Applicable" in paragraph 27 or 28, as applicable, of Part A below.

responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended or superseded, "MiFID II")/MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (an "EU distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, an EU distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**Notification under Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "SFA")** – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in Monetary Authority of Singapore ("MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)]/[capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].][2]

Final Terms dated [•]

[BP Capital Markets p.l.c.
Legal entity identifier (LEI): 549300CRVT18MXX0AG93]

[BP Capital Markets B.V.
Legal entity identifier (LEI): 7245003VD7E4T30HJD24]

Issue of [*Aggregate Nominal Amount of Tranche*] [*Title of Notes*]
Guaranteed by BP p.l.c.
under the US$40,000,000,000
Debt Issuance Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Senior Notes (the "Conditions") set forth in the Prospectus dated 7 August 2026, [and the Supplemental Prospectus dated [•]] which together constitute[s] a base prospectus for the purposes of the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook (the "PRM"). This document constitutes the Final Terms of the Notes described herein for the purposes of the PRM and must be read in conjunction with the Prospectus [as so supplemented] in order to obtain all relevant information. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and

[2] If the Notes are to be offered into Singapore and are not vanilla fixed rate or floating rate notes, the product classification of the Notes as "prescribed capital markets products" under the SFA may need to be reassessed.

the Prospectus [as so supplemented]. The Prospectus [and the Supplemental Prospectus] [is] [are] available for viewing at the website of the Issuer (*https://www.bp.com/en/global/corporate/investors/debt-investors-information/debt-investors.html*).

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Senior Notes (the "Conditions") contained in the Trust Deed dated [*original date*] which was in force on [*issue date of original Notes*], a copy of the Conditions which are set forth in the Prospectus dated [*original date*] [and the Supplemental Prospectus dated [•]] and incorporated by reference into the Prospectus dated 7 August 2026. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook (the "PRM") and must be read in conjunction with the Prospectus dated 7 August 2026 [and the Supplemental Prospectus dated [•]] which [together] constitute[s] a base prospectus for the purposes of the PRM. Full information on the Issuer, the Guarantor and the offer of Notes is only available on the basis of these Final Terms and the Prospectus dated 7 August 2026 [as so supplemented]. Copies of such Prospectus [as so supplemented] are available for viewing at the website of the Issuer (*https://www.bp.com/en/global/corporate/investors/debt-investors-information/debt-investors.html*).]

1	(a)	Issuer:	[BP Capital Markets p.l.c./ BP Capital Markets B.V.]
	(b)	Guarantor:	BP p.l.c.
2	(a)	Series Number:	[•]
	(b)	Tranche Number:	[•]
3		Specified Currency or Currencies:	[•]
4		Aggregate Nominal Amount	
	(a)	Series:	[•]
	(b)	Tranche:	[•]
5		Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]
6	(a)	Specified Denominations:	[•][3] [and integral multiples of [•] in excess thereof up to and including [•]. No Notes in definitive form will be issued with a denomination above [•]]
	(b)	Calculation Amount:	[•]
7	(a)	Issue Date:	[•]
	(b)	Interest Commencement Date:	[•]
8		Maturity Date:	[specify date (for Fixed Rate Notes) or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year] [4]

[3] Note that for any Notes issued by BPCM Netherlands, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency).

[4] Note that for Fixed Rate Notes where the Interest Payment Dates are subject to adjustment it will be necessary to use the second option here.

9	Interest Basis:	[[•] per cent. Fixed Rate] [Compounded Daily SONIA]/[Compounded Daily SOFR]/[Weighted Average SOFR]/[EURIBOR] +/- [•] per cent. Floating Rate] [Zero Coupon] (further particulars specified below)
10	Redemption Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount
11	Change of Interest Basis:	[[•]/[Not Applicable]]
12	Put/Call Options:	[Not Applicable] [Issuer Call] [Issuer Maturity Call] [Make-Whole Redemption by the Issuer] [Issuer Clean-up Call] [Investor Put] [(further particulars specified below)]
13	[Date [Board] approval for issuance of Notes [and Guarantee] obtained:	[•] [and [•], respectively]] [Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14	Fixed Rate Note Provisions:	[Applicable/Not Applicable]
	(a) Rate(s) of Interest:	[•] per cent. per annum payable in arrear on each Interest Payment Date
	(b) Interest Payment Date(s):	[[•] [and [•]] in each year, commencing on [•], up to and including the Maturity Date][5]
	(c) Fixed Coupon Amount(s)[6]:	[•] per Aggregate Nominal Amount of the Notes (applicable to the Notes represented by a Global Note or Global Certificate) and [•] per Calculation Amount (applicable to the Notes in definitive form)
	(d) Broken Amount(s):	[Not Applicable] [[•] per Aggregate Nominal Amount of the Notes (applicable to the Notes represented by a Global Note or Global Certificate) and [•] per Calculation Amount (applicable to the Notes in definitive form), payable on the Interest Payment Date falling [in/on] [•]]

[5] Note that for certain Renminbi or HK$ denominated Fixed Rate Notes the Interest Payment Dates are subject to adjustment and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, the Interest Payment Date will be the next succeeding Business Day unless it would thereby fall in the next calendar month in which event the Interest Payment Date shall be brought forward to the immediately preceding Business Day".

[6] For certain Renminbi or HK$ denominated Fixed Rate Notes where the Interest Payment Dates are subject to adjustment the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, in the case of Renminbi denominated Fixed Rate Notes or to the nearest HK$0.01 in the case of HK$ denominated Fixed Rate Notes".

	(e)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)] [Actual/365 (Fixed)][Actual/Actual Canadian Compound Method]
	(f)	Determination Date(s):	[[•] in each year] [Not Applicable]
	(g)	Business Centre:	[Not Applicable]/[•]
	(h)	Business Day Convention:	[Not Applicable]/[Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] [(unadjusted)]
15	Floating Rate Note Provisions:		[Applicable/Not Applicable]
	(a)	Specified Period(s)/Specified Interest Payment Dates:	[•]
	(b)	First Interest Payment Date:	[•]
	(c)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention]
	(d)	Business Centre(s):	[•]
	(e)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Calculation Agent):	[•]
	(f)	Screen Rate Determination:	
		● Reference Rate:	[Compounded Daily SONIA]/[Compounded Daily SOFR]/[Weighted Average SOFR]/[[•] month EURIBOR]
		● Interest Determination Date(s):	[Second London business day prior to the start of each Interest Accrual Period] [First day of each Interest Accrual Period] [Second day on which T2 is open prior to the start of each Interest Accrual Period] [[•] business day[s] prior to the start of each Interest Accrual Period]
		● Index Determination:	[Applicable/Not Applicable]
		● Relevant Number:	[[5]/[●]][London Banking Days]/[U.S. Government Securities Business Days]/[Not Applicable]
		● D:	[360]/[●]/ [Not Applicable]
		● Observation Method:	[Lag/[Lock-out]/Observation Shift/Not Applicable]
		● Lag Period:	[[5]/[●]][London Banking Days]/[U.S. Government Securities Business Days]/[Not Applicable]
		● Observation Shift Period:	[[5]/[●]][London Banking Days]/[U.S. Government Securities Business Days]/[Not Applicable]
		● Relevant Screen Page:	[•]

- Compounded Daily €STR Fallback: [Applicable/Not Applicable]
- Benchmark Discontinuation: [Applicable/Not Applicable]
- Benchmark Administrator: [Name of Benchmark Administrator]/[Not Applicable]

  [As at the Issue Date, [name of benchmark administrator] [appears]/[does not appear] on the register of administrators and benchmarks (the "EU BMR Register") established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011 (as amended, the "EU Benchmarks Regulation") [and as at the Issue Date, no public notice has been included in the EU BMR Register with respect to [insert benchmark]].]

  [As at the Issue Date, [name of benchmark administrator] [appears]/[does not appear] on the register of administrators and benchmarks established and maintained by the Financial Conduct Authority pursuant to Article 36 of Regulation (EU) 2016/1011 as it forms part of United Kingdom domestic law by virtue of the EUWA (the "UK Benchmarks Regulation").]

  [As far as the Issuer is aware, [[insert benchmark] does not fall within the scope of the EU Benchmarks Regulation by virtue of Article 2 of the EU Benchmarks Regulation] OR [the transitional provisions in the EU Benchmarks Regulation apply, such that the use of [insert benchmark] is currently permitted, provided that [name of the benchmark administrator] has applied for [authorisation, registration, recognition or endorsement (as applicable)] under the EU Benchmarks Regulation and such application has not failed or been refused.]*]

  [As far as the Issuer is aware, [[insert benchmark] does not fall within the scope of the UK Benchmarks Regulation by virtue of Article 2 of the UK Benchmarks Regulation] OR [the transitional provisions in Article 51 of the UK Benchmarks Regulation apply], such that [name of administrator] is not currently required to obtain authorisation or registration (or, if located outside the United Kingdom, recognition, endorsement or equivalence).]*]

  *To be inserted if prior statement is negative

	(g)	Linear Interpolation:	[Not Applicable/Applicable – the Rate of Interest of the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
	(h)	Margin(s):	[+/-] [•] per cent. per annum
	(i)	Minimum Rate of Interest:	[•] per cent. per annum
	(j)	Maximum Rate of Interest:	[•] per cent. per annum
	(k)	Day Count Fraction:	[Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360/360/360/Bond Basis] [30E/360/Eurobond Basis] [30E/360 (ISDA)]
16	Zero Coupon Note Provisions:		[Applicable/Not Applicable]
	(a)	Amortisation Yield:	[•] per cent. per annum
	(b)	Day Count Fraction in relation to Early Redemption Amounts:	[Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360/360/360/Bond Basis] [30E/360/Eurobond Basis] [30E/360 (ISDA)]

PROVISIONS RELATING TO REDEMPTION

17	Issuer Call:		[Applicable/Not Applicable]
	(a)	Optional Redemption Date(s):	[•]
	(b)	Optional Redemption Amount and method, if any, of calculation of such amount(s):	[[•] per Calculation Amount]
	(c)	If redeemable in part:	
		(i) Minimum Redemption Amount:	[•]
		(ii) Maximum Redemption Amount:	[•]
	(d)	Notice period:	[•] [Not Applicable]
18	Issuer Maturity Call:		[Applicable/Not Applicable]
	(a)	Issuer Maturity Call Date:	[•]
	(b)	If redeemable in part:	
		(i) Minimum Redemption Amount:	[•]
		(ii) Maximum Redemption Amount:	[•]
	(c)	Notice period:	[•] [Not Applicable]
19	Make-Whole Redemption by the Issuer:		[Applicable/Not Applicable]
	(a)	Reference Bond:	[•]

	(i) ISIN/other securities code:	[•]
	(ii) Bloomberg Page:	[•]
	(b) Redemption Margin:	[[•] basis points/Not Applicable]
	(c) If redeemable in part:	
	(i) Minimum Redemption Amount:	[•]
	(ii) Maximum Redemption Amount:	[•]
	(d) Make-Whole Redemption Calculation Date:	[•]
	(e) Notice period:	[•] [Not Applicable]
20	Issuer Clean-up Call:	[Applicable/Not Applicable]
	(a) Clean-up Call Minimum Percentage:	[As per Condition 5(g)/*specify*]
	(b) Clean-up Redemption Amount:	[•] per Calculation Amount
	(c) Notice period:	[•] [Not Applicable]
21	Investor Put:	[Applicable/Not Applicable]
	(a) Optional Redemption Date(s):	[•]
	(b) Optional Redemption Amount:	[•] per Calculation Amount
	(c) Notice period:	[•] [Not Applicable]
22	Final Redemption Amount:	[•] per Calculation Amount
23	Early Redemption Amount payable on redemption for taxation reasons or on event of default:	[As per Condition 5(b)/[•] per Calculation Amount]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24	Form of Notes:	
	(a) Form:	[Bearer Notes:] [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [only in the limited circumstances specified in the Permanent Global Note]] [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date] [Permanent Global Note exchangeable for Definitive Notes [only in the limited circumstances specified in the Permanent Global Note/at any time at the request of the Issuer]] [Registered Notes:] [Global Certificate registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg/SIS/ the Hong Kong Monetary Authority as operator of the CMU Service and held by a sub-custodian for the CMU/CDS/ a common safekeeper for Euroclear and Clearstream,

		Luxembourg (that is, held under the NSS)]/Global Certificate registered in the name of CDP and/or its nominee]
	(b) New Global Note:	[Yes][No]
	(c) New Safekeeping Structure:	[Yes][No]
25	Financial Centre(s):	[Not Applicable/*give details*]
26	US Selling Restrictions:	Reg. S Compliance Category 2; [TEFRA D/ TEFRA C/TEFRA not applicable]
27	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] *(If the offer of the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged products" and a KID will be prepared in the EEA, "Not Applicable" should be specified. If the offer of the Notes may constitute "packaged" products and no KID will be prepared in the EEA or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA retail investors, "Applicable" should be specified.)*
28	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable] *(If the offer of the Notes clearly do not constitute consumer composite investments or the Notes do constitute consumer composite investments and a disclosure document will be prepared in the UK, "Not Applicable" should be specified. If the offer of the Notes may constitute consumer composite investments and no disclosure document will be prepared in the UK or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to UK retail investors, "Applicable" should be specified.)*
[29	Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable] (*N.B. advice should be taken from Belgian counsel before disapplying this selling restriction*)]

Signed on behalf of the Issuer:

By: .....
Duly authorised

Signed on behalf of the Guarantor:

By: .....
Duly authorised

PART B – OTHER INFORMATION

1 **LISTING**

(i)	Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on] [•] [the main market of the London Stock Exchange with effect from [•].]
(ii)	Estimate of total expenses related to admission to trading:	[•]

2 **RATINGS**

[The Notes to be issued [have been]/[are expected to be] rated:

[S&P: [•]]

[(endorsed by [•])]

[Moody's: [•]]]

[(endorsed by [•])]

[Fitch: [•]]

[(endorsed by [•])]

[*Include a brief explanation of the meaning of the rating of the Notes, if published*]

3 **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

[Save as discussed in the Prospectus under the heading "Subscription and Sale", so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.]

4 **REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS**

(i)	Reasons for the offer:	[See "Use of Proceeds" in the Prospectus/Give Details] [*See "Use of Proceeds" wording in the Prospectus - if reasons for offer different from what is disclosed in the Prospectus, give details here.*]
(ii)	Estimated net proceeds:	[•]

5 **THIRD PARTY INFORMATION**

[[•] has been extracted from [•]. The Issuer and the Guarantor confirm that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

6 **YIELD** *(Fixed Rate Notes only)*

Indication of yield:	[•] The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

7 **OPERATIONAL INFORMATION**

(i)	ISIN:	[•]
(ii)	Common Code:	[•]

(iii)	CMU Instrument Number:	[•]
(iv)	Any Clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking, S.A., CMU and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*] [CDS Clearing and Depository Services Inc.] [CDP] [CUSIP]
(v)	Delivery:	Delivery [against/free of] payment
(vi)	Names and addresses of initial Paying Agents(s):	[•]
(vii)	Names and addresses of additional Paying Agents(s):	[•]
(viii)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper),][*include this text for registered notes*] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/ [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper),][*include this text for registered notes*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

Form of Final Terms for Subordinated Notes

Set out below is the form of Final Terms which will be completed for each Tranche of Subordinated Notes which are not Notes listed on the SIX Swiss Exchange issued under the Programme.

[**Prohibition of Sales to UK Retail Investors** – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (the "UK"). For these purposes, a "retail investor" means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA") ("UK MiFIR"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("DISC"), for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.]

[**Prohibition of Sales to EEA Retail Investors** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended or superseded). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the "EU PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.][7]

[**UK MiFIR Product Governance / Professional Investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in [Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the [European Union (Withdrawal) Act 2018 (the "EUWA")/EUWA] ("UK MiFIR")/UK MiFIR]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "UK distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is

---

[7] Delete applicable legend if the offer of the Notes do not constitute "packaged" products or consumer composite investments, as applicable, or the Notes do constitute "packaged products" or consumer composite investments, as applicable, and a KID or disclosure document, as applicable, will be prepared in the EEA or UK, as applicable, in which case, insert "Not Applicable" in paragraph 26 or 27, as applicable, of Part A below. Include applicable legend if the offer of the Notes may constitute "packaged" products or consumer composite investments, as applicable, and no KID or disclosure document, as applicable, will be prepared or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA retail investors or UK retail investors, as applicable. In this case, insert "Applicable" in paragraph 26 or 27, as applicable, of Part A below.

responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended or superseded, "MiFID II")/MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (an "EU distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, an EU distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**Notification under Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "SFA")** – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in Monetary Authority of Singapore ("MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)]/[capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].][8]

Final Terms dated [•]

BP Capital Markets p.l.c.
Legal entity identifier (LEI): 549300CRVT18MXX0AG93

Issue of [*Aggregate Nominal Amount of Tranche*] [*Title of Notes*]
Guaranteed by BP p.l.c.
under the US$40,000,000,000
Debt Issuance Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Subordinated Notes (the "Conditions") set forth in the Prospectus dated 7 August 2026, [and the Supplemental Prospectus dated [•]] which together constitute[s] a base prospectus for the purposes of the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook (the "PRM"). This document constitutes the Final Terms of the Notes described herein for the purposes of the PRM and must be read in conjunction with the Prospectus [as so supplemented] in order to obtain all relevant information. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus [as so supplemented]. The Prospectus [and the Supplemental Prospectus] [is] [are] available for

[8] If the Notes are to be offered into Singapore, the product classification of the Notes as "prescribed capital markets products" under the SFA may need to be reassessed.

viewing at the website of the Issuer (*https://www.bp.com/en/global/corporate/investors/debt-investors-information/debt-investors.html*).

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Subordinated Notes (the "Conditions") contained in the Trust Deed dated [*original date*] which was in force on [*issue date of original Notes*], a copy of the Conditions which are set forth in the Prospectus dated [*original date*] [and the Supplemental Prospectus dated [•]] and incorporated by reference into the Prospectus dated 7 August 2026. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook (the "PRM") and must be read in conjunction with the Prospectus dated 7 August 2026 [and the Supplemental Prospectus dated [•]] which [together] constitute[s] a base prospectus for the purposes of the PRM. Full information on the Issuer, the Guarantor and the offer of Notes is only available on the basis of these Final Terms and the Prospectus dated 7 August 2026 [as so supplemented]. Copies of such Prospectus [as so supplemented] are available for viewing at the website of the Issuer (*https://www.bp.com/en/global/corporate/investors/debt-investors-information/debt-investors.html*).]

1	(a) Issuer:	BP Capital Markets p.l.c.
	(b) Guarantor:	BP p.l.c.
2	(a) Series Number:	[•]
	(b) Tranche Number:	[•]
3	Specified Currency or Currencies:	[•]
4	Aggregate Nominal Amount	
	(a) Series:	[•]
	(b) Tranche:	[•]
5	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]
6	(a) Specified Denominations:	[•][and integral multiples of [•] in excess thereof up to and including [•]. No Notes in definitive form will be issued with a denomination above [•]]
	(b) Calculation Amount:	[•]
7	(a) Issue Date:	[•]
	(b) Interest Commencement Date:	[•]
8	Maturity Date:	[•]/[Perpetual]
9	Interest Basis:	Reset Rate (further particulars specified below)
10	Redemption Basis:	[Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount] / [Not Applicable]
11	Call Options:	[Not Applicable] [Issuer Call]

		[Redemption following an Accounting Event] [Redemption following a Gross-Up Event] [Redemption following a Rating Agency Event] [Redemption following a Tax Deduction Event] [Redemption following a Substantial Repurchase Event] [Make-Whole Redemption by the Issuer] [(further particulars specified below)]
12	[Date [Board] approval for issuance of Notes [and Guarantee] obtained:	[•] [and [•], respectively]] [Not Applicable]

PROVISIONS RELATING TO INTEREST PAYABLE

13	Reset Rate Note Provisions:	Applicable
	(a) Initial Rate of Interest:	[•] per cent. per annum payable in arrear on each Interest Payment Date up to and including the First Reset Date
	(b) Interest Payment Date(s):	[[•] [and [•]] in each year, commencing on [•][, up to and including the Maturity Date][9]
	(c) Fixed Coupon Amount(s)[10]:	[•] per Aggregate Nominal Amount of the Notes (applicable to the Notes represented by a Global Note or Global Certificate) and [•] per Calculation Amount (applicable to the Notes in definitive form)
	(d) Broken Amount(s):	[Not Applicable] [[•] per Aggregate Nominal Amount of the Notes (applicable to the Notes represented by a Global Note or Global Certificate) and [•] per Calculation Amount (applicable to the Notes in definitive form), payable on the Interest Payment Date falling [in/on] [•]]
	(e) First Margin:	[+/-] [•] per cent. per annum
	(f) [Subsequent Margin[s]:	[+/-] [•] per cent. per annum in the Reset Period from and including [•] to but excluding [•] and [+/-] [•] per cent. per annum in the Reset Period from and including [•] to but excluding [•] [Not Applicable]]
	(g) First Reset Date:	[•]
	(h) [Subsequent Reset Dates[s]:	[•] [and [•]]
	(i) Reset Determination Date[s]:	[•]

[9] Note that for certain Renminbi or HK$ denominated Notes the Interest Payment Dates are subject to adjustment and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, the Interest Payment Date will be the next succeeding Business Day unless it would thereby fall in the next calendar month in which event the Interest Payment Date shall be brought forward to the immediately preceding Business Day".

[10] For certain Renminbi or HK$ denominated Notes where the Interest Payment Dates are subject to adjustment the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, in the case of Renminbi denominated Notes or to the nearest HK$0.01 in the case of HK$ denominated Notes".

	(j) Reset Rate of Interest:	[[semi-annual][annual][Mid-Swap Reset Interest Rate]/[Benchmark Gilt Reset Interest Rate]/[Reference Bond Reset Interest Rate]]
	(k) First Reset Period Fallback:	[•]
	(l) Swap Rate Period:	[•]/[Not Applicable]
	(m) Reset Screen Page:	[•]/[Not Applicable]
	(n) Fixed Leg:	[[semi-annual]/[annual] calculated on a[n Actual/365][30/360]/[•] day count basis]/[Not Applicable]
	(o) Floating Leg:	[[3]/[6]/[[•]-month EURIBOR]/[[•] rate calculated on an [Actual/365][Actual/360][30/360]/[•] day count basis]]/[Not Applicable]
	(p) Relevant (Reset) Time:	[•]
	(q) Day Count Fraction:	[Actual/Actual (ICMA)] [30/360] [Actual/365 (Fixed)] [Actual/Actual Canadian Compound Method]
	(r) Determination Date(s):	[[•] in each year] [Not Applicable]
	(s) Business Centre:	[Not Applicable]/[•]
	(t) Business Day Convention:	[Not Applicable]/[Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] [(unadjusted)]
	(u) Benchmark Discontinuation:	[Applicable/Not Applicable]
PROVISIONS RELATING TO REDEMPTION		
14	Issuer Call:	[Applicable/Not Applicable]
	(a) Optional Redemption Date(s):	[•]
	(b) Optional Redemption Amount and method, if any, of calculation of such amount(s):	[[•] per Calculation Amount]
	(c) Notice period:	[•] [Not Applicable]
15	Redemption following an Accounting Event:	[Applicable/Not Applicable]
	(a) Notice period:	[•] [Not Applicable]
16	Redemption following a Gross-Up Event:	[Applicable/Not Applicable]
	(a) Notice period:	[•] [Not Applicable]
17	Redemption following a Rating Agency Event:	[Applicable/Not Applicable]
	(a) Notice period:	[•] [Not Applicable]
18	Redemption following a Tax Deduction Event:	[Applicable/Not Applicable]

	(a) Notice period:	[•] [Not Applicable]
19	Redemption following a Substantial Repurchase Event:	[Applicable/Not Applicable]
	(a) Substantial Repurchase Amount:	[[•] per cent. of the principal amount of the Notes/As per the Conditions]
	(b) Notice period:	[•] [Not Applicable]
20	Early Redemption Amount:	
	(a) Early Redemption Amount (Accounting Event):	[[•] per Calculation Amount [before [•] and [•] per Calculation Amount after [•]]/[Not Applicable]
	(b) Early Redemption Amount (Gross-Up Event):	[[•] per Calculation Amount [before [•] and [•] per Calculation Amount after [•]]/[Not Applicable]
	(c) Early Redemption Amount (Rating Agency Event):	[[•] per Calculation Amount [before [•] and [•] per Calculation Amount after [•]]/[Not Applicable]
	(d) Early Redemption Amount (Substantial Repurchase Event):	[[•] per Calculation Amount [before [•] and [•] per Calculation Amount after [•]]/[Not Applicable]
	(e) Early Redemption Amount (Tax Deduction Event):	[[•] per Calculation Amount [before [•] and [•] per Calculation Amount after [•]]/[Not Applicable]
21	Make-Whole Redemption by the Issuer:	[Applicable/Not Applicable][11]
	(a) Reference Bond:	[•]
	(i) ISIN/other securities code:	[•]
	(ii) Bloomberg Page:	[•]
	(b) Redemption Margin:	[[•] basis points/Not Applicable]
	(c) Make-Whole Redemption Calculation Date:	[•]
	(d) Notice period:	[•] [Not Applicable]
22	Final Redemption Amount:	[Not Applicable]/[[•] per Calculation Amount]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23	Form of Notes:	
	(a) Form:	[Bearer Notes:] [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [only in the limited circumstances specified in the Permanent Global Note]] [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date] [Permanent Global Note exchangeable for Definitive Notes [only in the limited circumstances specified in the Permanent Global Note/at any time at the request of the Issuer]]

[11] To be included as Not Applicable where the Maturity Date is specified as "Perpetual".

		[Registered Notes:] [Global Certificate registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg/SIS/ the Hong Kong Monetary Authority as operator of the CMU Service and held by a sub-custodian for the CMU/CDS]/Global Certificate registered in the name of CDP and/or its nominee]
	(b) New Global Note:	No
	(c) New Safekeeping Structure:	No
24	Financial Centre(s):	[Not Applicable/*give details*]
25	US Selling Restrictions:	Reg. S Compliance Category 2; [TEFRA D/ TEFRA C/TEFRA not applicable]
26	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] *(If the offer of the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged products" and a KID will be prepared in the EEA, "Not Applicable" should be specified. If the offer of the Notes may constitute "packaged" products and no KID will be prepared in the EEA or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA retail investors, "Applicable" should be specified.)*
27	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable] *(If the offer of the Notes clearly do not constitute consumer composite investments or the Notes do constitute consumer composite investments and a disclosure document will be prepared in the UK, "Not Applicable" should be specified. If the offer of the Notes may constitute consumer composite investments and no disclosure document will be prepared in the UK or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to UK retail investors, "Applicable" should be specified.)*
[28	Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable] (*N.B. advice should be taken from Belgian counsel before disapplying this selling restriction*)]

Signed on behalf of the Issuer:

By: .....
Duly authorised

Signed on behalf of the Guarantor:

By: .....
Duly authorised

PART B – OTHER INFORMATION

1 **LISTING**

(i)	Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on] [•] [the main market of the London Stock Exchange with effect from [•].]
(ii)	Estimate of total expenses related to admission to trading:	[•]

2 **RATINGS**

[The Notes to be issued [have been]/[are expected to be] rated:

[S&P: [•]]

[(endorsed by [•])]

[Moody's: [•]]]

[(endorsed by [•])]

[Fitch: [•]]

[(endorsed by [•])]

[*Include a brief explanation of the meaning of the rating of the Notes, if published*]

3 **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

[Save as discussed in the Prospectus under the heading "Subscription and Sale", so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.]

4 **REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS**

(i)	Reasons for the offer:	[See "Use of Proceeds" in the Prospectus/Give Details] [*See "Use of Proceeds" wording in the Prospectus - if reasons for offer different from what is disclosed in the Prospectus, give details here.*]
(ii)	Estimated net proceeds:	[•]

5 **THIRD PARTY INFORMATION**

[[•] has been extracted from [•]. The Issuer and the Guarantor confirm that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

6 **YIELD**

Indication of yield:	During the period from (and including) the Issue Date to (but excluding), the First Reset Date, [•] per cent. per annum. The yield on the Notes thereafter will be dependent upon the relevant Rate of Interest applicable from time to time in respect of the Notes.

7 **OPERATIONAL INFORMATION**

(i)	ISIN:	[•]
(ii)	Common Code:	[•]
(iii)	CMU Instrument Number:	[•]
(iv)	Any Clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking, S.A., CMU and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*] [CDS Clearing and Depository Services Inc.] [CDP] [CUSIP]
(v)	Delivery:	Delivery [against/free of] payment
(vi)	Names and addresses of initial Paying Agents(s):	[•]
(vii)	Names and addresses of additional Paying Agents(s):	[•]
(viii)	Intended to be held in a manner which would allow Eurosystem eligibility:	No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper),][*include this text for registered notes*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

Form of Pricing Supplement for Senior Notes

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Senior Notes listed on the SIX Swiss Exchange issued under the Programme.

[**Prohibition of Sales to UK Retail Investors** – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (the "UK"). For these purposes, a "retail investor" means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA") ("UK MiFIR"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("DISC"), for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.]

[**Prohibition of Sales to EEA Retail Investors** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended or superseded). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the "EU PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.][1]

[**UK MiFIR Product Governance / Professional Investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in [Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the [European Union (Withdrawal) Act 2018 (the "EUWA")/EUWA] ("UK MiFIR")/UK MiFIR]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "UK distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is

---

[1] Delete applicable legend if the offer of the Notes do not constitute "packaged" products or consumer composite investments, as applicable, or the Notes do constitute "packaged products" or consumer composite investments, as applicable, and a KID or disclosure document, as applicable, will be prepared in the EEA or UK, as applicable, in which case, insert "Not Applicable" in paragraph 27 or 28, as applicable, of Part A below. Include applicable legend if the offer of the Notes may constitute "packaged" products or consumer composite investments, as applicable, and no KID or disclosure document, as applicable, will be prepared or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA retail investors or UK retail investors, as applicable. In this case, insert "Applicable" in paragraph 27 or 28, as applicable, of Part A below.

responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended or superseded, "MiFID II")/MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (an "EU distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, an EU distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**Notification under Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "SFA")** – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in Monetary Authority of Singapore ("MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)]/[capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].][2]

THE UNITED KINGDOM FINANCIAL CONDUCT AUTHORITY HAS NEITHER APPROVED NOR REVIEWED INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT IN CONNECTION WITH THE ISSUE OF THE NOTES DESCRIBED BELOW.

[Date]

[BP Capital Markets p.l.c.
Legal entity identifier (LEI): 549300CRVT18MXX0AG93]

[BP Capital Markets B.V.
Legal entity identifier (LEI): 7245003VD7E4T30HJD24]

Issue of [*Aggregate Nominal Amount of Tranche*] [*Title of Notes*]
Guaranteed by BP p.l.c.
under the US$40,000,000,000
Debt Issuance Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Senior Notes (the "Conditions") set forth in the Prospectus dated 7 August 2026, [and the Supplemental

[2] If the Notes are to be offered into Singapore and are not vanilla fixed rate or floating rate notes, the product classification of the Notes as "prescribed capital markets products" under the SFA may need to be reassessed.

Prospectus dated [•] (the "Supplemental Prospectus")]. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Prospectus [as so supplemented] [and the prospectus dated [•] prepared for the issuance and the listing of the Notes on the SIX Swiss Exchange (the "Swiss Prospectus")]. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement, the Prospectus [as so supplemented] [and the Swiss Prospectus]. The Prospectus [, the Supplemental Prospectus] [and the Swiss Prospectus] [is] [are] available for viewing at [•].

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Senior Notes (the "Conditions") contained in the Trust Deed dated [*original date*] which was in force on [*issue date of original Notes*], a copy of which is set forth in the Prospectus dated [*original date*] [and the Supplemental Prospectus dated [•] (the "Supplemental Prospectus")] and incorporated by reference into the Prospectus dated 7 August 2026. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Prospectus dated 7 August 2026 [, the Supplemental Prospectus] [and the prospectus dated [•] prepared for the issuance and the listing of the Notes on the SIX Swiss Exchange (the "Swiss Prospectus")]. Full information on the Issuer, the Guarantor and the offer of Notes is only available on the basis of this Pricing Supplement, the Prospectus dated 7 August 2026 [as so supplemented] [and the Swiss Prospectus]. Copies of such Prospectus [as so supplemented] [and the Swiss Prospectus] are available for viewing at [•].]

1	(a) Issuer:	[BP Capital Markets p.l.c./ BP Capital Markets B.V.]
	(b) Guarantor:	BP p.l.c.
2	(a) Series Number:	[•]
	(b) Tranche Number:	[•]
3	Specified Currency or Currencies:	[•]
4	Aggregate Nominal Amount	
	(a) Series:	[•]
	(b) Tranche:	[•]
5	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]
6	(a) Specified Denominations:	[•][3] [and integral multiples of [•] in excess thereof up to and including [•]. No Notes in definitive form will be issued with a denomination above [•]]
	(b) Calculation Amount:	[•]
7	(a) Issue Date:	[•]
	(b) Interest Commencement Date:	[•]
8	Maturity Date:	[specify date (for Fixed Rate Notes) or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]

[3] Note that for any Notes issued by BPCM Netherlands, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency).

9	Interest Basis:	[[•] per cent. Fixed Rate] [Compounded Daily SONIA]/[Compounded Daily SOFR]/[Weighted Average SOFR]/[EURIBOR] +/- [•] per cent. Floating Rate] [Zero Coupon] (further particulars specified below)
10	Redemption Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount
11	Change of Interest Basis:	[[•]/[Not Applicable]]
12	Put/Call Options:	[Not Applicable] [Issuer Call] [Issuer Maturity Call] [Make-Whole Redemption by the Issuer] [Issuer Clean-up Call] [Investor Put] [(further particulars specified below)]
13	[Date [Board] approval for issuance of Notes [and Guarantee] obtained:	[•] [and [•], respectively]] [Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14	Fixed Rate Note Provisions:	[Applicable/Not Applicable]
	(a) Rate(s) of Interest:	[•] per cent. per annum payable in arrear on each Interest Payment Date
	(b) Interest Payment Date(s):	[[•] [and [•]] in each year, commencing on [•], up to and including the Maturity Date[, subject to adjustment in accordance with (h) below]]
	(c) Fixed Coupon Amount(s)[4]:	[•] per Aggregate Nominal Amount of the Notes (applicable to the Notes represented by a Global Note) and [•] per Calculation Amount (applicable to the Notes in definitive form)
	(d) Broken Amount(s):	[Not Applicable] [[•] per Aggregate Nominal Amount of the Notes (applicable to the Notes represented by a Global Note) and [•] per Calculation Amount (applicable to the Notes in definitive form), payable on the Interest Payment Date falling [in/on] [•]]
	(e) Day Count Fraction:	[30/360] [Actual/Actual (ICMA)] [Actual/365 (Fixed)] [Actual/Actual Canadian Compound Method]
	(f) Determination Date(s):	[[•] in each year] [Not Applicable]

[4] For Renminbi or HK$ denominated Fixed Rate Notes where the Interest Payment Dates are subject to adjustment the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, in the case of Renminbi denominated Fixed Rate Notes or to the nearest HK$0.01 in the case of HK$ denominated Fixed Rate Notes".

	(g)	Business Centre:	[Not Applicable]/[•]
	(h)	Business Day Convention:	[Not Applicable]/[Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention] [(unadjusted)]
15	Floating Rate Note Provisions:		[Applicable/Not Applicable]
	(a)	Specified Period(s)/Specified Interest Payment Dates:	[•]
	(b)	First Interest Payment Date:	[•]
	(c)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention]
	(d)	Business Centre(s):	[•]
	(e)	Manner in which Rate of Interest and Interest Amount is to be determined if different from the Conditions:	[•] (*Where different interest provisions are specified, consider adjusting or disapplying the Screen Rate Determination provisions in Condition 4(b)(iii) and including replacement provisions describing the manner in which the Rate of Interest and Interest Amount is to be determined*)
	(f)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Calculation Agent):	[•]
	(g)	Screen Rate Determination:	
		● Reference Rate:	[Compounded Daily SONIA]/[Compounded Daily SOFR]/[Weighted Average SOFR]/[[•] month EURIBOR]
		● Interest Determination Date(s):	[Second London business day prior to the start of each Interest Accrual Period] [First day of each Interest Accrual Period] [Second day on which T2 is open prior to the start of each Interest Accrual Period] [[•] business day[s] prior to the start of each Interest Accrual Period]
		● Index Determination:	[Applicable/Not Applicable]
		● Relevant Number:	[[5]/[●]][[London Banking Days]/[U.S. Government Securities Business Days]/[Not Applicable]
		● D:	[360]/[●]/ [Not Applicable]
		● Observation Method:	[Lag/[Lock-out]/Observation Shift/Not Applicable]
		● Lag Period:	[[5]/[●]][London Banking Days]/[U.S. Government Securities Business Days] /[Not Applicable]

- Observation Shift Period: [[5]/[●]][London Banking Days]/[U.S. Government Securities Business Days] /[Not Applicable]
- Relevant Screen Page: [•]
- Compounded Daily €STR Fallback: [Applicable/Not Applicable]
- Benchmark Discontinuation: [Applicable/Not Applicable]
- Benchmark Administrator: [Name of Benchmark Administrator]/[Not Applicable]

  [As at the Issue Date, [name of benchmark administrator] [appears]/[does not appear] on the register of administrators and benchmarks (the "EU BMR Register") established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011 (as amended, the "EU Benchmarks Regulation") [and as at the Issue Date, no public notice has been included in the EU BMR Register with respect to [insert benchmark].]

  [As at the Issue Date, [name of benchmark administrator] [appears]/[does not appear] on the register of administrators and benchmarks established and maintained by the Financial Conduct Authority pursuant to Article 36 of Regulation (EU) 2016/1011 as it forms part of United Kingdom domestic law by virtue of the EUWA (the "UK Benchmarks Regulation").]

  [As far as the Issuer is aware, [[insert benchmark] does not fall within the scope of the EU Benchmarks Regulation by virtue of Article 2 of the EU Benchmarks Regulation] OR [the transitional provisions in the EU Benchmarks Regulation apply, such that the use of [insert benchmark] is currently permitted, provided that [name of the benchmark administrator] has applied for [authorisation, registration, recognition or endorsement (as applicable)] under the EU Benchmarks Regulation and such application has not failed or been refused.]*]

  [As far as the Issuer is aware, [[insert benchmark] does not fall within the scope of the UK Benchmarks Regulation by virtue of Article 2 of the UK Benchmarks Regulation] OR [the transitional provisions in Article 51 of the UK Benchmarks Regulation apply], such that [name of administrator] is not currently required to obtain authorisation or registration (or, if located outside the United Kingdom, recognition, endorsement or equivalence).]*]

  *To be inserted if prior statement is negative

(h) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest of the [long/short] [first/last] Interest Period shall be

			calculated using Linear Interpolation (*specify for each short or long interest period*)]
	(i)	Margin(s):	[+/-] [•] per cent. per annum
	(j)	Minimum Rate of Interest:	[•] per cent. per annum
	(k)	Maximum Rate of Interest:	[•] per cent. per annum
	(l)	Day Count Fraction:	[Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360/360/360/Bond Basis] [30E/360/Eurobond Basis] [30E/360 (ISDA)]
16	Zero Coupon Note Provisions:		[Applicable/Not Applicable]
	(a)	Amortisation Yield:	[•] per cent. per annum
	(b)	Day Count Fraction in relation to Early Redemption Amounts:	[Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360/360/360/Bond Basis] [30E/360/Eurobond Basis] [30E/360 (ISDA)]

PROVISIONS RELATING TO REDEMPTION

17	Issuer Call:		[Applicable/Not Applicable]
	(a)	Optional Redemption Date(s):	[•]
	(b)	Optional Redemption Amount and method, if any, of calculation of such amount(s):	[[•] per Calculation Amount]
	(c)	If redeemable in part:	
		(i) Minimum Redemption Amount:	[•]
		(ii) Maximum Redemption Amount:	[•]
	(d)	Notice period:	[•] [Not Applicable]
18	Issuer Maturity Call:		[Applicable/Not Applicable]
	(a)	Issuer Maturity Call Date:	[•]
	(b)	If redeemable in part:	
		(i) Minimum Redemption Amount:	[•]
		(ii) Maximum Redemption Amount:	[•]
	(c)	Notice period:	[•] [Not Applicable]
19	Make-Whole Redemption by the Issuer:		[Applicable/Not Applicable]

	(a)	Reference Bond:	[•]
		(i) ISIN/other securities code:	[•]
		(ii) Bloomberg Page:	[•]
	(b)	Redemption Margin:	[[•] basis points/Not Applicable]
	(c)	If redeemable in part:	
		(i) Minimum Redemption Amount:	[•]
		(ii) Maximum Redemption Amount:	[•]
	(d)	Make-Whole Redemption Calculation Date:	[•]
	(e)	Notice period:	[•] [Not Applicable]
20	Issuer Clean-up Call:		[Applicable/Not Applicable]
	(a)	Clean-up Call Minimum Percentage:	[As per Condition 5(g)/*specify*]
	(b)	Clean-up Redemption Amount:	[•] per Calculation Amount
	(c)	Notice period:	[•] [Not Applicable]
21	Investor Put:		[Applicable/Not Applicable]
	(a)	Optional Redemption Date(s):	[•]
	(b)	Optional Redemption Amount:	[•] per Calculation Amount
	(c)	Notice period:	[•] [Not Applicable]
22	Final Redemption Amount:		[•] per Calculation Amount
23	Early Redemption Amount payable on redemption for taxation reasons or on event of default:		[As per Condition 5(b)/[•] per Calculation Amount]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24	Form of Notes:	
	(a) Form:	Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note. Condition 1 (Form, Denomination and Title) shall be supplemented as follows: "The Notes will be in bearer form and will be represented by a permanent global note (the "Permanent Global Note") in substantially the form scheduled to the supplemental trust deed dated [•] between, among others, the Issuer, the Guarantor and The Law Debenture Trust Corporation p.l.c. The Notes and all rights in connection therewith are documented in the Permanent Global Note which shall be deposited by [•] (the "Principal Swiss Paying Agent") with SIX SIS AG or any other intermediary in

Switzerland recognised for such purposes by SIX Swiss Exchange Ltd. (SIX SIS AG or any such other intermediary, the "Intermediary") until final redemption of the Notes, or the exchange of the Permanent Global Note for Definitive Notes with Coupons attached as set out below. Once the Permanent Global Note is deposited by the Principal Swiss Paying Agent with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (*Bucheffekten*) ("Intermediated Securities") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

So long as the Notes are documented by the Permanent Global Note, each Holder (as defined below) shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Permanent Global Note to the extent of its claim against the Issuer, provided that for so long as the Permanent Global Note remains deposited with the Intermediary, the co-ownership interest shall be suspended and the Notes may only be transferred or otherwise disposed of by entry of the transferred Notes in a securities account of the transferee.

Neither the Issuer nor the Holders (as defined below) shall at any time have the right to effect or demand the conversion of the Permanent Global Note (*Globalurkunde*) into, or the delivery of, uncertificated securities (*Wertrechte*) or Definitive Notes (*Wertpapiere*).

The records of the Intermediary will determine the nominal amount of Notes represented by the Permanent Global Note and held by or through each participant in that Intermediary. In respect of the Notes held in the form of Intermediated Securities, the holders of the Notes (the "Holders") will be the persons for the time being shown in the records of any custodian (*Verwahrungsstelle*) as holding the relevant nominal amount of the Notes in a securities account (*Effektenkonto*) with such custodian (*Verwahrungsstelle*) which is in their own name (and the expression "Holder" and related expressions shall be construed accordingly) and for their own account.

No physical delivery of the Notes shall be made unless and until Definitive Notes (*Wertpapiere*) and Coupons are printed. Definitive Notes (*Wertpapiere*) may only be printed, in whole, but not in part, if the Principal Swiss Paying Agent determines, in its sole discretion

		and acting reasonably, that the printing of the Definitive Notes (*Wertpapiere*) is necessary or useful, after consultation with the Issuer, or if the presentation of Definitive Notes (*Wertpapiere*) and Coupons is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights of the Trustee or Holders. Should the Principal Swiss Paying Agent so determine, it shall provide for the printing of Definitive Notes (*Wertpapiere*) with Coupons attached in accordance with the rules and regulations of the SIX SIS AG and without cost to the Holders. If printed, the Definitive Notes (*Wertpapiere*) with Coupons attached shall be executed by affixing thereon the facsimile signature of an authorised officer of the Issuer. Upon delivery of the Definitive Notes (*Wertpapiere*) and Coupons, the Permanent Global Note will immediately be cancelled by the Principal Swiss Paying Agent and the Definitive Notes (*Wertpapiere*) shall be delivered to the Holders against cancellation of the relevant Notes in the records of the Intermediary and, consequently, in such Holders' securities accounts."
	(b) New Global Note:	[Yes][No]
	(c) New Safekeeping Structure:	No
25	Financial Centre(s):	[Not Applicable/*give details*]
26	US Selling Restrictions:	Reg. S Compliance Category 2; [TEFRA D/ TEFRA C/TEFRA not applicable]
27	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] *(If the offer of the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged products" and a KID will be prepared in the EEA, "Not Applicable" should be specified. If the offer of the Notes may constitute "packaged" products and no KID will be prepared in the EEA or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA retail investors, "Applicable" should be specified.)*
28	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable] *(If the offer of the Notes clearly do not constitute consumer composite investments or the Notes do constitute consumer composite investments and a disclosure document will be prepared in the UK, "Not Applicable" should be specified. If the offer of the Notes may constitute consumer composite investments and no disclosure document will be prepared in the UK or the Issuer intends to prohibit the Notes being offered,*

		sold or otherwise made available to UK retail investors, "Applicable" should be specified.)
[29	Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable] (*N.B. advice should be taken from Belgian counsel before disapplying this selling restriction*)]

Signed on behalf of the Issuer:

By: .....
Duly authorised

Signed on behalf of the Guarantor:

By: .....
Duly authorised

PART B – OTHER INFORMATION

1 **RATINGS**

[The Notes to be issued [have been]/[are expected to be] rated:

[S&P: [•]]

[(endorsed by [•])]

[Moody's: [•]]]

[(endorsed by [•])]

[Fitch: [•]]

[(endorsed by [•])]

2 **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

[Save as discussed in the Prospectus under the heading "Subscription and Sale", so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.]

3 **REASONS FOR THE OFFER**

Reasons for the offer: [See "Use of Proceeds" in the Prospectus/Give Details]
[*See "Use of Proceeds" wording in the Prospectus - if reasons for offer different from what is disclosed in the Prospectus, give details here.*]

4 **THIRD PARTY INFORMATION**

[[•] has been extracted from [•]. The Issuer and the Guarantor confirm that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

5 **YIELD** *(Fixed Rate Notes only)*

Indication of yield: [•]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6 **OPERATIONAL INFORMATION**

(i)	ISIN:	[•]
(ii)	Common Code:	[•]
(iii)	CMU Instrument Number:	[•]
(iv)	Swiss Security Number:	[•]
(v)	Any Clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking, S.A, CMU and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*] [SIX SIS AG, Olten, Switzerland]
(vi)	Delivery:	Delivery [against/free of] payment
(vii)	Names and addresses of initial Paying Agents(s):	[•]

(viii)	Names and addresses of additional Paying Agents(s):	[•]
(ix)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/ [No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

Form of Pricing Supplement for Subordinated Notes

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Subordinated Notes listed on the SIX Swiss Exchange issued under the Programme.

[**Prohibition of Sales to UK Retail Investors** – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (the "UK"). For these purposes, a "retail investor" means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA") ("UK MiFIR"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("DISC"), for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.]

[**Prohibition of Sales to EEA Retail Investors** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended or superseded). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the "EU PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.][5]

[**UK MiFIR Product Governance / Professional Investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in [Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the [European Union (Withdrawal) Act 2018 (the "EUWA")/EUWA] ("UK MiFIR")/UK MiFIR]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "UK distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is

---

[5] Delete applicable legend if the offer of the Notes do not constitute "packaged" products or consumer composite investments, as applicable, or the Notes do constitute "packaged products" or consumer composite investments, as applicable, and a KID or disclosure document, as applicable, will be prepared in the EEA or UK, as applicable, in which case, insert "Not Applicable" in paragraph 26 or 27, as applicable, of Part A below. Include applicable legend if the offer of the Notes may constitute "packaged" products or consumer composite investments, as applicable, and no KID or disclosure document, as applicable, will be prepared or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA retail investors or UK retail investors, as applicable. In this case, insert "Applicable" in paragraph 26 or 27, as applicable, of Part A below.

responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended or superseded, "MiFID II")/MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (an "EU distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, an EU distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**Notification under Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "SFA")** – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in Monetary Authority of Singapore ("MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)]/[capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].][6]

THE UNITED KINGDOM FINANCIAL CONDUCT AUTHORITY HAS NEITHER APPROVED NOR REVIEWED INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT IN CONNECTION WITH THE ISSUE OF THE NOTES DESCRIBED BELOW.

[Date]

BP Capital Markets p.l.c.
Legal entity identifier (LEI): 549300CRVT18MXX0AG93

Issue of [*Aggregate Nominal Amount of Tranche*] [*Title of Notes*]
Guaranteed by BP p.l.c.
under the US$40,000,000,000
Debt Issuance Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Subordinated Notes (the "Conditions") set forth in the Prospectus dated 7 August 2026, [and the Supplemental Prospectus dated [•] (the "Supplemental Prospectus")]. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Prospectus [as so supplemented] [and the prospectus dated [•] prepared for the issuance and the listing of the Notes on the SIX Swiss Exchange (the

[6] If the Notes are to be offered into Singapore, the product classification of the Notes as "prescribed capital markets products" under the SFA may need to be reassessed.

"Swiss Prospectus")]. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement, the Prospectus [as so supplemented] [and the Swiss Prospectus]. The Prospectus [, the Supplemental Prospectus] [and the Swiss Prospectus] [is] [are] available for viewing at [•].

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Subordinated Notes (the "Conditions") contained in the Trust Deed dated [*original date*] which was in force on [*issue date of original Notes*], a copy of which is set forth in the Prospectus dated [*original date*] [and the Supplemental Prospectus dated [•] (the "Supplemental Prospectus")] and incorporated by reference into the Prospectus dated 7 August 2026. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Prospectus dated 7 August 2026[, the Supplemental Prospectus] [and the prospectus dated [•] prepared for the issuance and the listing of the Notes on the SIX Swiss Exchange (the "Swiss Prospectus")]. Full information on the Issuer, the Guarantor and the offer of Notes is only available on the basis of this Pricing Supplement, the Prospectus dated 7 August 2026 [as so supplemented] [and the Swiss Prospectus]. Copies of such Prospectus [as so supplemented] [and the Swiss Prospectus] are available for viewing at [•].]

1	(a) Issuer:	BP Capital Markets p.l.c.
	(b) Guarantor:	BP p.l.c.
2	(a) Series Number:	[•]
	(b) Tranche Number:	[•]
3	Specified Currency or Currencies:	[•]
4	Aggregate Nominal Amount	
	(a) Series:	[•]
	(b) Tranche:	[•]
5	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]
6	(a) Specified Denominations:	[•][and integral multiples of [•] in excess thereof up to and including [•]. No Notes in definitive form will be issued with a denomination above [•]]
	(b) Calculation Amount:	[•]
7	(a) Issue Date:	[•]
	(b) Interest Commencement Date:	[•]
8	Maturity Date:	[•]/[Perpetual]
9	Interest Basis:	Reset Rate (further particulars specified below)

10	Redemption Basis:	[Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount] / [Not Applicable]
11	Call Options:	[Not Applicable] [Issuer Call] [Redemption following an Accounting Event] [Redemption following a Gross-Up Event] [Redemption following a Rating Agency Event] [Redemption following a Tax Deduction Event] [Redemption following a Substantial Repurchase Event] [Make-Whole Redemption by the Issuer] [(further particulars specified below)]
12	[Date [Board] approval for issuance of Notes [and Guarantee] obtained:	[•] [and [•], respectively]] [Not Applicable]

PROVISIONS RELATING TO INTEREST PAYABLE

13	Reset Rate Note Provisions:	Applicable
	(a) Initial Rate of Interest:	[•] per cent. per annum payable in arrear on each Interest Payment Date up to and including the First Reset Date
	(b) Interest Payment Date(s):	[[•] [and [•]] in each year, commencing on [•] [,up to and including the Maturity Date][7]
	(c) Fixed Coupon Amount(s)[8]:	[•] per Aggregate Nominal Amount of the Notes (applicable to the Notes represented by a Global Note) and [•] per Calculation Amount (applicable to the Notes in definitive form)
	(d) Broken Amount(s):	[Not Applicable] [[•] per Aggregate Nominal Amount of the Notes (applicable to the Notes represented by a Global Note) and [•] per Calculation Amount (applicable to the Notes in definitive form), payable on the Interest Payment Date falling [in/on] [•]]
	(e) First Margin:	[+/-] [•] per cent. per annum
	(f) [Subsequent Margin[s]:	[+/-] [•] per cent. per annum in the Reset Period from and including [•] to but excluding [•] and [+/-] [•] per

[7] Note that for certain Renminbi or HK$ denominated Notes the Interest Payment Dates are subject to adjustment and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, the Interest Payment Date will be the next succeeding Business Day unless it would thereby fall in the next calendar month in which event the Interest Payment Date shall be brought forward to the immediately preceding Business Day".

[8] For certain Renminbi or HK$ denominated Notes where the Interest Payment Dates are subject to adjustment the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, in the case of Renminbi denominated Notes or to the nearest HK$0.01 in the case of HK$ denominated Notes".

			cent. per annum in the Reset Period from and including [•] to but excluding [•] [Not Applicable]]
	(g)	First Reset Date:	[•]
	(h)	[Subsequent Reset Dates[s]:	[•] [and [•]]
	(i)	Reset Determination Date[s]:	[•]
	(j)	Reset Rate of Interest:	[[semi-annual][annual][Mid-Swap Reset Interest Rate]/[Benchmark Gilt Reset Interest Rate]/[Reference Bond Reset Interest Rate]]
	(k)	First Reset Period Fallback:	[•]
	(l)	Swap Rate Period:	[•]/[Not Applicable]
	(m)	Reset Screen Page:	[•]/[Not Applicable]
	(n)	Fixed Leg:	[[semi-annual]/[annual] calculated on a[n Actual/365][30/360]/[•] day count basis]/[Not Applicable]
	(o)	Floating Leg:	[[3]/[6]/[[•]-month EURIBOR]/[[•] rate calculated on an [Actual/365][Actual/360][30/360]/[•] day count basis]]/[Not Applicable]
	(p)	Relevant (Reset) Time:	[•]
	(q)	Day Count Fraction:	[Actual/Actual (ICMA)] [30/360] [Actual/365 (Fixed)] [Actual/Actual Canadian Compound Method]
	(r)	Determination Date(s):	[[•] in each year] [Not Applicable]
	(s)	Business Centre:	[Not Applicable]/[•]
	(t)	Business Day Convention:	[Not Applicable]/[Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] [(unadjusted)]
	(u)	Benchmark Discontinuation:	[Applicable/Not Applicable]
PROVISIONS RELATING TO REDEMPTION			
14	Issuer Call:		[Applicable/Not Applicable]
	(a)	Optional Redemption Date(s):	[•]
	(b)	Optional Redemption Amount and method, if any, of calculation of such amount(s):	[[•] per Calculation Amount]
	(c)	Notice period:	[•] [Not Applicable]
15	Redemption following an Accounting Event:		[Applicable/Not Applicable]
	(a)	Notice period:	[•] [Not Applicable]
16	Redemption following a Gross-Up Event:		[Applicable/Not Applicable]

	(a) Notice period:	[•] [Not Applicable]
17	Redemption following a Rating Agency Event:	[Applicable/Not Applicable]
	(a) Notice period:	[•] [Not Applicable]
18	Redemption following a Tax Deduction Event:	[Applicable/Not Applicable]
	(a) Notice period:	[•] [Not Applicable]
19	Redemption following a Substantial Repurchase Event:	[Applicable/Not Applicable]
	(a) Substantial Repurchase Amount:	[[•] per cent. of the principal amount of the Notes/As per the Conditions]
	(b) Notice period:	[•] [Not Applicable]
20	Early Redemption Amount:	
	(a) Early Redemption Amount (Accounting Event):	[[•] per Calculation Amount [before [•] and [•] per Calculation Amount after [•]]/[Not Applicable]
	(b) Early Redemption Amount (Gross-Up Event):	[[•] per Calculation Amount [before [•] and [•] per Calculation Amount after [•]]/[Not Applicable]
	(c) Early Redemption Amount (Rating Agency Event):	[[•] per Calculation Amount [before [•] and [•] per Calculation Amount after [•]]/[Not Applicable]
	(d) Early Redemption Amount (Substantial Repurchase Event):	[[•] per Calculation Amount [before [•] and [•] per Calculation Amount after [•]]/[Not Applicable]
	(e) Early Redemption Amount (Tax Deduction Event):	[[•] per Calculation Amount [before [•] and [•] per Calculation Amount after [•]]/[Not Applicable]
21	Make-Whole Redemption by the Issuer:	[Applicable/Not Applicable] [9]
	(a) Reference Bond:	[•]
	(i) ISIN/other securities code:	[•]
	(ii) Bloomberg Page:	[•]
	(b) Redemption Margin:	[[•] basis points/Not Applicable]
	(c) Make-Whole Redemption Calculation Date:	[•]
	(d) Notice period:	[•] [Not Applicable]
22	Final Redemption Amount:	[Not Applicable]/[[•] per Calculation Amount]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23	Form of Notes:	
	(a) Form:	Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note.

[9] To be included as Not Applicable where the Maturity Date is specified as "Perpetual".

Condition 1 (Form, Denomination and Title) shall be supplemented as follows:

"The Notes will be in bearer form and will be represented by a permanent global note (the "Permanent Global Note") in substantially the form scheduled to the supplemental trust deed dated [•] between, among others, the Issuer, the Guarantor and The Law Debenture Trust Corporation p.l.c.

The Notes and all rights in connection therewith are documented in the Permanent Global Note which shall be deposited by [•] (the "Principal Swiss Paying Agent") with SIX SIS AG or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange Ltd. (SIX SIS AG or any such other intermediary, the "Intermediary") until final redemption of the Notes, or the exchange of the Permanent Global Note for Definitive Notes with Coupons attached as set out below. Once the Permanent Global Note is deposited by the Principal Swiss Paying Agent with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (*Bucheffekten*) ("Intermediated Securities") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

So long as the Notes are documented by the Permanent Global Note, each Holder (as defined below) shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Permanent Global Note to the extent of its claim against the Issuer, provided that for so long as the Permanent Global Note remains deposited with the Intermediary, the co-ownership interest shall be suspended and the Notes may only be transferred or otherwise disposed of by entry of the transferred Notes in a securities account of the transferee.

Neither the Issuer nor the Holders (as defined below) shall at any time have the right to effect or demand the conversion of the Permanent Global Note (*Globalurkunde*) into, or the delivery of, uncertificated securities (*Wertrechte*) or Definitive Notes (*Wertpapiere*).

The records of the Intermediary will determine the nominal amount of Notes represented by the Permanent Global Note and held by or through each participant in that Intermediary. In respect of the Notes held in the form of Intermediated Securities, the

		holders of the Notes (the "Holders") will be the persons for the time being shown in the records of any custodian (*Verwahrungsstelle*) as holding the relevant nominal amount of the Notes in a securities account (*Effektenkonto*) with such custodian (*Verwahrungsstelle*) which is in their own name (and the expression "Holder" and related expressions shall be construed accordingly) and for their own account. No physical delivery of the Notes shall be made unless and until Definitive Notes (*Wertpapiere*) and Coupons are printed. Definitive Notes (*Wertpapiere*) may only be printed, in whole, but not in part, if the Principal Swiss Paying Agent determines, in its sole discretion and acting reasonably, that the printing of the Definitive Notes (*Wertpapiere*) is necessary or useful, after consultation with the Issuer, or if the presentation of Definitive Notes (*Wertpapiere*) and Coupons is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights of the Trustee or Holders. Should the Principal Swiss Paying Agent so determine, it shall provide for the printing of Definitive Notes (*Wertpapiere*) with Coupons attached in accordance with the rules and regulations of the SIX SIS AG and without cost to the Holders. If printed, the Definitive Notes (*Wertpapiere*) with Coupons attached shall be executed by affixing thereon the facsimile signature of an authorised officer of the Issuer. Upon delivery of the Definitive Notes (*Wertpapiere*) and Coupons, the Permanent Global Note will immediately be cancelled by the Principal Swiss Paying Agent and the Definitive Notes (*Wertpapiere*) shall be delivered to the Holders against cancellation of the relevant Notes in the records of the Intermediary and, consequently, in such Holders' securities accounts."
	(b) New Global Note:	No
	(c) New Safekeeping Structure:	No
24	Financial Centre(s):	[Not Applicable/*give details*]
25	US Selling Restrictions:	Reg. S Compliance Category 2; [TEFRA D/ TEFRA C/TEFRA not applicable]
26	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] *(If the offer of the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged products" and a KID will be prepared in the EEA, "Not Applicable" should be specified. If the offer of the Notes may constitute "packaged" products*

		and no KID will be prepared in the EEA or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA retail investors, "Applicable" should be specified.)
27	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable] *(If the offer of the Notes clearly do not constitute consumer composite investments or the Notes do constitute consumer composite investments and a disclosure document will be prepared in the UK, "Not Applicable" should be specified. If the offer of the Notes may constitute consumer composite investments and no disclosure document will be prepared in the UK or the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to UK retail investors, "Applicable" should be specified.)*
[28	Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable] (*N.B. advice should be taken from Belgian counsel before disapplying this selling restriction*)]

Signed on behalf of the Issuer:

By: .....
Duly authorised

Signed on behalf of the Guarantor:

By: .....
Duly authorised

PART B – OTHER INFORMATION

1 **RATINGS**

[The Notes to be issued [have been]/[are expected to be] rated:

[S&P: [•]]

[(endorsed by [•])]

[Moody's: [•]]]

[(endorsed by [•])]

[Fitch: [•]]

[(endorsed by [•])]

[*Include a brief explanation of the meaning of the rating of the Notes, if published*]

2 **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

[Save as discussed in the Prospectus under the heading "Subscription and Sale", so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.]

3 **REASONS FOR THE OFFER**

Reasons for the offer:	[See "Use of Proceeds" in the Prospectus/Give Details] [*See "Use of Proceeds" wording in the Prospectus - if reasons for offer different from what is disclosed in the Prospectus, give details here.*]

4 **THIRD PARTY INFORMATION**

[[•] has been extracted from [•]. The Issuer and the Guarantor confirm that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

5 **YIELD**

Indication of yield:	During the period from (and including) the Issue Date to (but excluding), the First Reset Date, [•] per cent. per annum. The yield on the Notes thereafter will be dependent upon the relevant Rate of Interest applicable from time to time in respect of the Notes.

6 **OPERATIONAL INFORMATION**

(i)	ISIN:	[•]
(ii)	Common Code:	[•]
(iii)	CMU Instrument Number:	[•]
(iv)	Swiss Security Number	[•]
(v)	Any Clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking, S.A., CMU	[Not Applicable/*give name(s) and number(s)*] [SIX SIS AG, Olten, Switzerland]

	and the relevant identification number(s):	
(vi)	Delivery:	Delivery [against/free of] payment
(vii)	Names and addresses of initial Paying Agents(s):	[•]
(viii)	Names and addresses of additional Paying Agents(s):	[•]
(ix)	Intended to be held in a manner which would allow Eurosystem eligibility:	No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

General Information

1. It is expected that each Series of Notes which is to be admitted to the Official List and to trading on the London Stock Exchange's main market will be admitted separately as and when issued, subject only to the issue of the temporary or permanent Global Note or one or more certificates initially representing the Notes of such Series (if any). However, Notes are also permitted to be listed on such other or further stock exchange or stock exchanges as the relevant Issuer and the relevant Dealer(s) may agree. The listing of the Programme is expected to be granted on or about 12 August 2026.

2. Each of the Issuers and the Guarantor has obtained all necessary consents, approvals and authorisations in the United Kingdom in connection with the issue and performance of the Notes and the giving of the Guarantee, as the case may be. The update of the Programme was authorised by a resolution of the Board of Directors of BPCM UK passed on 30 July 2026, by a resolution of the Board of Directors of BPCM Netherlands passed on 5 August 2026 and by a resolution of the Board of Directors of the Guarantor passed on 30 July 2026.

3. There has been no significant change in the financial position or financial performance of the BP Group since 30 June 2026.

4. There has been no material adverse change in the prospects of the Guarantor since 31 December 2025.

5. There has been no significant change in the financial position or financial performance of BPCM UK since 31 December 2025.

6. There has been no material adverse change in the prospects of BPCM UK since 31 December 2025.

7. There has been no significant change in the financial position or financial performance of BPCM Netherlands since 31 December 2025.

8. There has been no material adverse change in the prospects of BPCM Netherlands since 31 December 2025.

9. Save as disclosed in note 33 entitled "*Contingent liabilities and legal proceedings*" on pages 236 to 237 (inclusive) of the Annual Report 2025, there are no, and have not been any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuers, the Guarantor or any of their respective subsidiaries, as the case may be, is aware), during the 12 months preceding the date of this Prospectus, which may have, or have in the recent past had, significant effects on the financial position or profitability of the Issuers or the Guarantor, as the case may be, or (in the case of the Guarantor) the BP Group.

10. Each Bearer Note, Coupon and Talon issued by BPCM UK or BPCM Netherlands under the D Rules with a maturity of more than one year will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

    Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). Registered Notes may also be held through CDS. The Common Code and the International Securities Identification Number ("ISIN") (and any other relevant identification number for any alternative clearing system) for each Series of Notes will be set out in the applicable Final Terms. The Issuers may also apply to have Bearer Notes or Registered Notes accepted for clearance through CDP and/or the CMU. The relevant CMU instrument number will be set out in the applicable Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue J. F. Kennedy, L-1855 Luxembourg. The address of CDS is 100 Adelaide Street West, Toronto, ON, Canada, M5H 1S3. The address of CDP is 11 North Buona Vista Drive, #06-07 The Metropolis Tower 2, Singapore 138589. The address of CMU is 55th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong.

11. Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as each of the Issuers and the Guarantor is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

12. For a period of 12 months following the date of this Prospectus, the following documents will be available for inspection at *https://www.bp.com/en/global/corporate/investors/debt-investors-information/debt-investors.html*:

    (i) the Trust Deed (which includes the form of the Global Notes, the definitive Bearer Notes, the Certificates, the Coupons and the Talons);

    (ii) the constitutive documents of each of the Issuers and the Guarantor;

    (iii) each Final Terms for Notes that are admitted to the Official List and admitted to trading on the London Stock Exchange's main market or any other stock exchange; and

    (iv) a copy of this Prospectus together with any Supplement to this Prospectus or further Prospectus.

13. A copy of each of the Annual Report 2024, the Annual Report 2025, the Half Year 2026 Report, the BPCM UK Annual Report 2024, the BPCM UK Annual Report 2025, the BPCM Netherlands Annual Report 2024 and the BPCM Netherlands Annual Report 2025 will be available for viewing on the websites designated in the section of this Prospectus entitled "*Documents Incorporated by Reference*".

    In addition, for as long as the Notes are admitted to trading on the London Stock Exchange, a copy of this Prospectus will be available for viewing on the website of the Regulatory News Service operated by the London Stock Exchange at *https://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html*.

14. Deloitte LLP has audited, and rendered unqualified audit reports on, (a) the accounts of BPCM UK for the years ended 31 December 2024 and 31 December 2025 and (b) the accounts of the Guarantor for the years ended 31 December 2024 and 31 December 2025.

    Deloitte LLP does not have any material interest in BPCM UK or the Guarantor.

15. Deloitte Accountants B.V. has audited, and rendered unqualified audit reports on, the accounts of BPCM Netherlands for the years ended 31 December 2024 and 31 December 2025.

    Deloitte Accountants B.V. does not have any material interest in BPCM Netherlands.

16. In relation to any Tranche of Fixed Rate Notes or Reset Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity (in the case of Fixed Rate Notes) or the First Reset Date (in the case of Reset Rate Notes) as at the Issue Date of the Notes and will not be an indication of future yield.

17. The Legal Entity Identifier of BPCM UK is 549300CRVT18MXX0AG93 and the Legal Entity Identifier of BPCM Netherlands is 7245003VD7E4T30HJD24.

18. Certain of the Dealers and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuers and their respective affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuers or an Issuer's affiliates. Certain of the Dealers or their respective affiliates that have a lending relationship with the Issuers routinely hedge their credit exposure to the Issuers consistent with their customary risk management policies. Typically, such Dealers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Registered Office of the Issuers

BP Capital Markets p.l.c.
Chertsey Road
Sunbury-on-Thames
Middlesex TW16 7BP
United Kingdom

BP Capital Markets B.V.
Chertsey Road
Sunbury-on-Thames
Middlesex TW16 7BP
United Kingdom

Registered Office of the Guarantor

BP p.l.c.
1 St. James's Square
London SW1Y 4PD
United Kingdom

Arrangers

Barclays Bank PLC
1 Churchill Place
London E14 5HP
United Kingdom

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany

Dealers

Barclays Bank PLC
1 Churchill Place
London E14 5HP
United Kingdom

BofA Securities Europe SA
51 rue La Boétie
75008 Paris
France

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany

Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom

Trustee

The Law Debenture Trust Corporation p.l.c.
8th Floor
100 Bishopsgate
London EC2N 4AG
United Kingdom

Issuing and Paying Agent, Transfer Agent and Canadian Authentication Agent

Citibank, N.A., London Branch
Citigroup Centre
Canada Square
London E14 5LB
United Kingdom

Registrar and Paying Agent

Citibank Europe PLC
1 North Wall Quay
Dublin 1
Ireland

CMU Lodging Agent, CMU Issuing and Paying Agent, CMU Registrar and CDP Registrar

Citicorp International Limited
9th Floor Citi Tower, One Bay East
83 Hoi Bun Road
Kwun Tong, Kowloon
Hong Kong

CDP Issuing and Paying Agent

Citicorp Investment Bank (Singapore) Limited
5 Changi Business Park Crescent
#07-00, Tower 1
Singapore 486027

Auditors

To BPCM UK and the Guarantor

Deloitte LLP
2 New Street Square
London EC4A 3BZ
United Kingdom

To BPCM Netherlands

Deloitte Accountants B.V.
Wilhelminakade 1
3072 AP Rotterdam
The Netherlands

Legal Advisers

To the Issuers and the Guarantor as to English law

Ashurst Perkins Coie UK LLP
London Fruit & Wool Exchange
1 Duval Square
London E1 6PW
United Kingdom

To the Dealers and the Trustee as to English law

Allen Overy Shearman Sterling LLP
One Bishops Square
London E1 6AD
United Kingdom

To the Issuers and the Guarantor as to Dutch law

Loyens & Loeff N.V.
Parnassusweg 300
1081 LC Amsterdam
The Netherlands

To the Dealers and the Trustee as to Dutch law

Allen Overy Shearman Sterling LLP
Apollolaan 15
1077 AB Amsterdam
The Netherlands