

Appendix A1

Agreement Among Managers (Versions 1 and 2)

Appendix A1 - Agreement Among Managers (Versions 1 and 2)

Contents

*December
2018*

Set out below are:

1.	Introduction to Agreement Among Managers Version 1;	A1-4
2.	Agreement Among Managers Version 1: Fixed-Price Non Equity-Related Issues – with or without Selling Group;	A1-7
3.	Version 1 – French Law Schedule for Non Equity-Related Issues Governed by French Law;	A1-16
4.	Version 1 – German Law Schedule for Non Equity-Related Issues Governed by German Law;	A1-18
5.	Version 1 – New York Law Schedule for Non Equity-Related Issues Governed by New York Law;	A1-19
5A.	Version 1 – Asia Pacific (ex-Japan) subscription agreement amendments;	A1-23
6.	Introduction to Agreement Among Managers Version 2;	A1-27
7.	Agreement Among Managers Version 2: Managers only Equity-Related Issues;	A1-29
8.	Version 2 – French Law Schedule for Equity-Related Issues Governed by French Law; and	A1-41
9.	Version 2 – German Law Schedule for Equity-Related Issues Governed by German Law.	A1-43

2. Agreement Among Managers Version 1: Fixed-Price Non Equity-Related Issues – with or without Selling Group

December
2018

The terms of the Agreement Among Managers in respect of each issue where this form of Agreement has been selected for use are as follows (subject, in the case of each Manager, to any amendment notified to that Manager in writing at any time prior to the time when the Lead Manager receives the Signing Authority granted to it by that Manager or, where no Signing Authority is granted by that Manager, the date on which that Manager signs the Subscription Agreement). Terms used in this Agreement have the meanings assigned to them in the attached Schedule. Unless the contrary intention appears, a reference in this Agreement to a provision of a law is a reference to that provision as amended, extended, applied or re-enacted and includes any subordinate legislation. Where this Agreement Among Managers has been selected for use, it is conditional upon and will take effect upon the execution of the Subscription Agreement for the relevant issue of Securities.

1. Offering

Except where there is a Pot relating to all of the Securities, the Managers confirm that the Settlement Lead Manager, as agent of the Issuer, has offered or will offer all or some of the Securities to Managers for subscription or purchase in the amounts already notified to each Manager by the Settlement Lead Manager.

2. Underwriting

- (1) Where the Subscription Agreement provides that the Managers agree to subscribe or purchase the Securities from the Issuer on a joint and several basis, the Securities will (as between the Managers only) be severally underwritten by the Managers in the amounts set out in the Confirmation to Managers or other Commitment Notification.
- (2) Where the Subscription Agreement provides that the Managers agree to subscribe or purchase the Securities from the Issuer on a several basis, the Securities will (as between the Managers) be severally underwritten by the Managers in the amounts set out in the Subscription Agreement.

3. Default

- (1) If the amount of money received in the billing and delivery process in respect of the Securities is less than the net subscription money transferred to the Issuer in respect of the Securities, then the Lead Manager may in its absolute discretion:
 - (a) subscribe or purchase any Default Securities;
 - (b) offer any Default Securities to any person (whether or not a Manager); or
 - (c) require the non-defaulting Managers to subscribe or purchase any Default Securities in proportion to their Commitments.

13. Governing Law and Jurisdiction

This Agreement, as to which time shall be of the essence, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law. With respect to any suit, action or proceedings relating to this Agreement and any non-contractual obligations arising out of or in connection with it ("**Proceedings**"), each party irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party.

14. Recognition of the U.S. Special Resolution Regimes

- (1) In the event that any Manager that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Manager of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- (2) In the event that any Manager that is a Covered Entity or a Covered Affiliate of such Manager becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Manager are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

SCHEDULE

<i>Closing Date</i>	The date defined as such in the Subscription Agreement.
<i>Commitments</i>	The amounts severally underwritten by the Managers as set out in the Commitment Notification (where the Securities will, as between the Managers and the Issuer, be jointly and severally underwritten by the Managers) or in the Subscription Agreement (where Securities will, as between the Managers and the Issuer, be severally underwritten by the Managers).
<i>Commitment Notification</i>	The electronic message or other document (including the Confirmation to Managers) notifying each Manager of its underwriting commitment.

<i>Confirmation to Managers</i>	The communication sent by the Lead Manager confirming the participation of an entity as a Manager for the offer of the Securities.
<i>Covered Affiliate</i>	Has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).
<i>Covered Entity</i>	Means any of the following: <ul style="list-style-type: none"> (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).
<i>Default Right</i>	Has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.
<i>Default Securities</i>	The Securities representing the amount of any shortfall between the net subscription money transferred to the Issuer and the amount of money received in the billing and delivery process in respect of the Securities.
<i>Guarantor</i>	The guarantor, if any, of the issue.
<i>Issuer</i>	The issuer of the Securities.
<i>Joint Bookrunners</i>	The Managers (if any) identified as such in the Confirmation to Managers or the Subscription Agreement.
<i>Lead Manager</i>	The Manager expressed to be the Lead Manager in the Confirmation to Managers or as notified by any subsequent electronic message or other document.
<i>Managers</i>	The parties named as such in the Subscription Agreement.
<i>Pot</i>	The amount of Securities that instead of being allotted to the Managers is sold by the Settlement Lead Manager to purchasers whose names and orders are given to it by the Managers, Selling Group members or the Issuer.
<i>Securities</i>	The securities to be issued, as described in the Confirmation to Managers or the Subscription Agreement.

<i>Selling Group</i>	The group consisting of certain entities (other than the Managers) appointed by the Issuer.
<i>Settlement Lead Manager</i>	The Lead Manager or, if there is more than one Lead Manager, the Lead Manager so specified in the Confirmation to Managers or, if none, the Manager who makes arrangements for the issue and payment of the Securities with the clearing system or systems.
<i>Signing Authority</i>	The document from a Manager which purports to appoint an authorised attorney or signatory to execute the Subscription Agreement.
<i>Stabilisation Securities</i>	The securities in respect of which the right to carry out stabilising action has been reserved in any announcement or prospectus either pursuant to the Conduct of Business Rules of the Financial Conduct Authority, or otherwise in accordance with any applicable law or regulation.
<i>Stabilisation Coordinator</i>	The person acting as coordinator for the purposes of stabilisation.
<i>Stabilisation Manager</i>	The person(s) so appointed by the Stabilisation Coordinator.
<i>Stabilisation Transactions</i>	Buying and selling Stabilisation Securities, in the open market or otherwise, for long or short account, over-allotting in arranging for sales of the Stabilisation Securities and buying Stabilisation Securities for the purpose of covering any such over-allotments; and otherwise effecting transactions with a view to supporting the market price of the Securities at levels higher than those which might otherwise prevail had such transactions not been effected.
<i>Subscription Agreement</i>	The agreement (sometimes called an “underwriting agreement”, “terms agreement” or “purchase agreement”) between the Issuer, the Guarantor (if appropriate), the Lead Manager and the other Managers setting out the terms and conditions upon which the Managers agree to subscribe the Securities.
<i>U.S. Special Resolution Regime</i>	Each of (i) the U.S. Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Clause 15

December
2018

5.5

Insert a new Clause 15:

Notwithstanding and to the exclusion of any other provision of this Agreement or any other agreements, arrangements or understandings, in the event that a Manager becomes subject to the exercise of Bail-in Powers under an applicable Bail-in Legislation, each of the other Managers acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts and agrees to be bound by:

- (a) the effect of the exercise of such powers in relation to any Liability of such Manager arising under this Agreement that (without limitation) may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of such Liability;
 - (ii) the conversion of all, or a portion, of such Liability into shares, other securities, or other obligations of such Manager or another person (and the issue to or conferral on the other Managers of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of this Agreement;
 - (iii) the cancellation of such Liability;
 - (iv) the amendment or alteration of the amounts due in relation to such Liability, including any interest, if applicable, thereon, or the dates on which any payments are due, including by suspending payment for a temporary period;
- (b) the variation of the terms of this Agreement, if necessary, to give effect to the exercise of such powers.

5A. Version 1 – Asia Pacific (ex-Japan) subscription agreement amendments

- 5A.1** The following clauses are suggested for inclusion in subscription agreements for transactions being documented in Asia Pacific (ex-Japan)¹. September 2018

Amendments to ICMA Agreement Among Managers Version 1

- 5A.2** The following provision is usually inserted as a sub-clause of the clause entitled "Issue of the Notes" or "Agreement by the Managers" or other: December 2018

[] Agreement Among Managers

The execution of this Agreement by or on behalf of the [Joint Lead Managers/Managers] will constitute the acceptance by each [Joint Lead Manager/Manager] of the International Capital Market Association Standard Form Agreement Among Managers Version 1[, with the amendments set out in the New York Law Schedule for Non-Equity Related Issues governed by New York Law]² ("**AAM**"). The [Joint Lead Managers/Managers] further agree that references in the AAM to the "**Lead Manager**", the "**Joint Bookrunners**" and the "**Managers**" shall mean [name], [name] and [name], respectively, references in the AAM and this Agreement to the "**Settlement Lead Manager**" shall mean [insert name of Settlement Lead Manager] and references in the AAM to the "**Stabilisation Coordinator**" shall mean [insert name of Stabilisation Coordinator]³. The [Joint Lead Managers/Managers] agree as between themselves to amend the AAM as follows:

[] in Clause 1, the phrase "as agent of the issuer" shall be deemed to be deleted;⁴

[] in Clause 3, the term "Lead Manager" shall be deemed to refer to the Settlement Lead Manager;

[] the following sentence shall be deemed to be added to the end of Clause 3(2):

"In addition, any profits incurred by the Settlement Lead Manager as a result of any action taken pursuant to this Clause shall be shared among the non-defaulting Managers (including the Settlement Lead Manager) in proportion to their Commitments or on such other basis as the Settlement Lead Manager considers, in its absolute discretion, to be fair.";

[] the following clause shall be deemed to be inserted into the AAM as a new Clause 6A:

"6A. OVERALLOTMENT

Each Manager acknowledges and agrees that, in order to assist in the orderly distribution of the Securities, and subject to compliance with applicable laws and regulations, including the EU Market Abuse Regulation (EU) No 596/2014 as amended where applicable, one or more of the Managers (for the purposes of this Clause, the “**participating Managers**”) may agree to overallocate in arranging subscriptions, sales and purchases of the Securities and may subsequently make purchases and sales of the Securities, in addition to their respective underwriting commitments, in the open market or otherwise, on such terms as the participating Managers deem advisable. Such overallocation positions may be allocated among all or some of the participating Managers equally or in such proportions as the participating Managers may agree. The participating Managers shall agree among themselves whether (i) each participating Manager is responsible for managing its own position and is liable for any loss or entitled to any profit arising from the management of such position or (ii) the positions should be aggregated with one or more participating Managers being responsible for managing the combined position and to aggregate profits and losses and share them among all or some of the participating Managers in such proportions as they may agree. Nothing in Clause 6(2) shall prohibit the purchases, sales and overallocations of Securities described in this Clause as such purchases, sales and overallocations shall not, for the purposes of the AAM, be treated as Stabilisation Transactions as defined in the AAM.”

[] Clause 7 shall be deemed to be deleted in its entirety and replaced with the following:

“The Managers agree that any fees and expenses that are the joint responsibility of the Managers and payable by the Managers, and any out-of-pocket expenses that are the joint responsibility of the Managers and reimbursable but not reimbursed by the Issuer [or the Guarantor], shall be aggregated and allocated among the Managers pro rata to their respective Commitments and each Manager authorises the Settlement Lead Manager to charge or credit each Manager’s account for its proportional share of such fees and expenses.”; [and]

[] Clause 8 shall be deemed to be deleted in its entirety⁶[.]; and]

[[] Clause 15 and the definition of “Bail-in Legislation”, “Bail-in Powers”, “BRRD”, “EU Bail-in Legislation Schedule”, “Liability” and “Relevant Resolution Authority” shall be deemed to be deleted in their entirety[.];and]]⁶

[[] the definition of “Commitments” shall be deleted in its entirety and replaced with the following:

[] In the event of a default by a Manager, the [Issue/Closing] Date shall be postponed for such period, not exceeding five business days, as the non-defaulting Managers shall determine, in order that the required changes in the Offering Circular or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Manager of its liability, if any, to the Issuer[, the Guarantor] or any non-defaulting Manager for damages occasioned by its default hereunder.

Notes

1. Deals documented in Japan primarily use the current ICMA Agreement Among Managers Version 1 as the default position. Instructions from the Lead Managers should be sought before applying these amendments to a Japanese deal. *September 2018*
2. Include this language for issues governed by New York law. Do not include this language for issues governed by English law. *September 2018*
3. This will normally be the Lead Manager responsible for billing and delivery. *September 2018*
4. Do not include this language where the New York law Schedule for Non-Equity Related Issues governed by New York Law is being used. *September 2018*
5. Consider retaining Clause 8 if the termination provisions in the Subscription Agreement do not give authority to the Lead Manager(s) to terminate on behalf of all Managers. *September 2018*
6. Include this language where the New York law Schedule to the ICMA Agreement Among Managers Version 1 is being used but where Clause 15, relating to the EU Bank Recovery & Resolution Directive, is not relevant in respect of all of the Managers. *December 2018*
7. This amendment should only be considered if the fees payable to the Managers are not in proportion to the amount of Notes severally underwritten by them. *September 2018*
8. This may need to be re-worded depending on the agreed settlement mechanics but the aim is that this clause should apply until such time as Clause 3 of the ICMA Agreement Among Managers Version 1 is triggered. *September 2018*

7. Agreement Among Managers Version 2: Managers Only Equity-Related Issues

December
2018

The Terms of the Agreement Among Managers in respect of each issue where this form of Agreement has been selected for use are as follows (subject, in the case of each Manager, to any amendment notified to that Manager in writing at any time prior to the time when the Signing Authority granted by that Manager to the Lead Manager to which such Signing Authority is being granted is received by it or, where no Signing Authority is granted by that Manager, the date on which that Manager signs the Subscription Agreement). Terms used in this Agreement have the meanings assigned to them in the attached Schedule. Where this Agreement Among Managers has been selected for use, it is conditional upon and will take effect upon the execution of the Subscription Agreement for the relevant issue of Securities.

1. Offering

On the date of this Agreement, the Managers will execute and enter into a Subscription Agreement with the Issuer (and any Guarantor). Under the terms of such Agreement, the Managers agree to subscribe or purchase the Securities.

2. Underwriting

The Securities will as between the Managers be severally underwritten by the Managers in the amounts set out in the Subscription Agreement.

3. Subscription

If any Manager defaults in its obligations to subscribe or purchase any amount of Securities, or if the Lead Manager in its absolute discretion believes that any Manager will so default:

- (1) the Lead Manager may require each non-defaulting Manager who has agreed to subscribe or purchase Securities in a principal amount that is less than its Commitment, to subscribe or purchase additional Securities, but so that no non-defaulting Manager shall, under this paragraph (1) be obliged to subscribe or purchase a principal amount of Securities in excess of its Commitment. In exercising its rights under this paragraph, the Lead Manager shall allocate Securities to the non-defaulting Managers to which the paragraph applies in proportion to their Commitments, subject to paragraphs (3) and (4).
- (2) if any Securities remain to be subscribed or purchased after the application of paragraph (1) the Lead Manager may require the non-defaulting Managers to subscribe or purchase such Securities in proportion to their Commitments, but so that no non-defaulting Manager shall, under this paragraph (2), be obliged to subscribe or purchase a principal amount of Securities in excess of the Additional Percentage of its Commitment.

14. Survival of Rights

Completion of the subscription or purchase of the Securities by the Managers shall not terminate any rights any party may have under this Agreement, which shall continue in full force and effect.

15. Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, except to the extent that this Agreement expressly provides for such Act to apply to any of its terms. The parties to this Agreement may amend or waive any of its terms without the consent of any Third Party.

16. Governing Law and Jurisdiction

This Agreement, as to which time shall be of the essence, shall be governed by and construed in accordance with English law. With respect to any suit, action or proceedings relating to this Agreement (“Proceedings”), each party irrevocably submits to the jurisdiction of the English courts and waives any objection it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party.

Nothing in this Agreement precludes any party from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction (whether concurrently or not).

17. Recognition of the U.S. Special Resolution Regimes

- (1) In the event that any Manager that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Manager of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- (2) In the event that any Manager that is a Covered Entity or a Covered Affiliate of such Manager becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Manager are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

SCHEDULE

<i>Additional Percentage</i>	The percentage referred to in the Subscription Agreement as the limit on the additional amount of Securities that a Manager can be called upon to subscribe or purchase under Clause 3(2), or, if no such percentage is specified in the Subscription Agreement, 10 per cent.
<i>Closing Date</i>	The date defined as such in the Subscription Agreement.
<i>Combined Commission</i>	The combined management, underwriting and selling commission set out in the Invitation to Managers, or, as amended with the agreement of the Managers, as set out in the Subscription Agreement, which shall prevail, excluding any Praecipium, and which may be expressed as a total fee.
<i>Commitment</i>	The amount of Securities which a Manager has agreed to underwrite as described in Clause 2 of this Agreement, excluding the Additional Percentage.
<i>Covered Affiliate</i>	Has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).
<i>Covered Entity</i>	Means any of the following: <ul style="list-style-type: none"> (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).
<i>Default Right</i>	Has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.
<i>Guarantor</i>	The Guarantor, if any, of the issue.
<i>Global Instrument</i>	Any global instruments to be delivered by the Issuer, as provided for in the Subscription Agreement.
<i>Greenshoe Option</i>	An option given by the Issuer to the Lead Manager to increase the amount of the Securities to be issued in connection with over-allotment.

*Subscription
Agreement*

The agreement (sometimes called an “underwriting agreement”, “terms agreement” or “purchase agreement”) between the Issuer, the Guarantor (if appropriate), the Lead Manager and the other Managers setting out the terms and conditions upon which the Managers agree to subscribe the Securities.

*U.S. Special
Resolution Regime*

Each of (i) the U.S. Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.