The following are the terms and conditions on which Computershare Investor Services PLC ("Computershare") will provide the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account for the Notes issued by Barclays Bank PLC to the person(s) ("you") whose Notes are held by Computershare Company Nominees Limited. Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority ("FCA").

Computershare will not provide you with investment advice. If you require any investment advice or assistance concerning this nominee service or the purchase or sale of Notes you should seek independent professional advice. The Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account is only available to individuals, over the age of 18, resident in the United Kingdom and the Permitted Countries and is not offered to persons resident outside the United Kingdom and the Permitted Countries. Where these terms and conditions have been received in a country where the provision of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account would be contrary to local laws or regulations, these terms and conditions should be treated as being for information purposes only. You may not participate in the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account if you hold any Notes in your own name. Please read these terms and conditions carefully. They explain the relationship between you and us with respect to the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account. On Notes being issued to the Computershare Nominee as a result of your deemed election to hold your Notes in the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account, these terms and conditions will constitute a legally binding agreement between you and us. If there is anything in them which you do not understand, please contact us or seek independent professional advice. Our contact details are listed in clause 11.1. We do not provide any taxation or legal advice. If you do need advice on holding your Notes through the Computershare Nominee or your tax liability then you should seek independent professional advice. These terms and conditions do not constitute a recommendation to buy, sell, transfer or hold the Notes. These terms and conditions can change from time to time on providing you with prior written notice in accordance with these terms and conditions. You can obtain an up-to-date version by calling Computershare. Our contact details are listed in clause 11.1.

1 Definitions

The following words and phrases used in these terms and conditions have the meanings set out below:-

"Agency Agreement" means the Agency Agreement in respect of the Notes between Computershare and Barclays Bank PLC;

"Barclays Bank PLC Nominee Note Dealing Facility" means the facility provided by Computershare for the purchase and sale of Notes;

"Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account" means the service provided by Computershare whereby the Computershare Nominee holds Notes as nominee in accordance with these terms and conditions;

"Business Day" means a day (other than a Saturday or a Sunday) 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;

"Computershare" or "us" or "we" means Computershare Investor Services PLC (Company No: 3498808) whose registered address is situated at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register (No. 188534);

"Computershare Nominee" means a wholly-owned subsidiary of Computershare as Computershare may nominate from time to time to provide the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account which shall be a member of the CREST system and whose business shall consist solely of acting as a nominee. This company shall initially be Computershare Company Nominees Limited;

"CREST system" means the computer-based system operated by Euroclear UK for the transfer of uncertificated securities;
"Euroclear UK" means Euroclear UK & Ireland Limited, the operator of the CREST system;
"FCA" means the Financial Conduct Authority;
"FCA Rules" means the rules, guidance and principles set out in the FCA Handbook;
"FSCS" means the UK Financial Services Compensation Scheme;
"The Act 2012" means the UK Financial Services Act 2012;
"Issuer" means Barclays Bank PLC in respect of the Notes;
"Permitted Countries" means the list of permitted countries contained in Annex 1 to these terms and conditions, as amended from time to time;
"Notes" means the Notes linked to Guaranteed Contingent Value Rights Instruments issued by Barclays Bank PLC and issued in uncertificated registered form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof for the time being in force. The Notes are participating securities for the purposes of the Uncertificated Securities Regulations 2001. Reference to your Notes are to Notes originally issued to the Computershare Nominee on your behalf and to any other Notes which are transferred to the Computershare Nominee for your account;
"Notes Registrar" means Computershare Investor Services PLC as registrar in respect of the Notes;
"Payments" means redemption or other payments made by Barclays Bank PLC as Issuer to Noteholders (including without limitation Coupon Payments, any Yearly Redemption Payments, any Final Principal Amount, any Cash Early Redemption Amount and any Issuer Call Amounts, each such term as defined in the terms and conditions of the Notes);
"Prospectus" means the prospectus of Barclays Bank PLC dated 5 November 2008 in relation to the issue of the Notes;
"Sponsor" means the person (if any) who acts as the CREST sponsor of the Computershare Nominee and who is therefore able to send and receive CREST messages on behalf of the Computershare Nominee;
"Stamp duty" means stamp duty or stamp duty reserve tax, as applicable; and
"you" means the person holding an interest in the Notes.

Interpretation
1. Words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa.
2. References to any statute or statutory provisions shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provisions (including all instruments, orders or regulations made under it or deriving from it) as in force from time to time.
3. For the avoidance of doubt, references in these terms and conditions to the United Kingdom, unless specified to the contrary, shall exclude the Channel Islands.
4. Any provision that says we will do something also means that we will arrange for the Computershare Nominee to do so, unless the context means otherwise.
5. Defined terms used and not defined herein shall have the meaning given to such terms in this Agreement, the Prospectus or the Agency Agreement.
6. Headings are used for reference only and do not affect the meaning of the sections.
7. Reference to a time of day will be construed as a reference to UK time, except where otherwise stated.
8. Any phrase introduced by the terms ‘including’, ‘include’, ‘in particular’ or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

2 Nominee arrangements and transfer of Notes
2.1 The Computershare Nominee will hold your Notes in uncertificated form on your behalf as bare trustee and as your nominee subject to the provisions of the terms and conditions of the Notes.

Barclays Bank PLC will issue Notes on the Issue Date (as defined in the terms and conditions of the Notes). Where pursuant to the issuance arrangements such Notes are transferred to the Computershare Nominee to be held for you under the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account, you authorise the Computershare Nominee to accept such Notes on this basis. Neither the Computershare Nominee nor Computershare will have or claim any interest in your Notes except as provided in Clause 12.5 or as provided in any separate agreement or arrangement which you may have with Computershare.

You warrant to Computershare and the Computershare Nominee that your Notes are and will remain free of all liens, charges and encumbrances. You undertake to Computershare and the Computershare Nominee that you will not pledge or charge your Notes to a third party, or in any other way seek to give another person rights in or over your Notes. Neither the Computershare Nominee nor Computershare is acting as agent for Barclays Bank PLC in respect of your Notes.
of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account.

2.2 Computershare will maintain the register of persons for whom the Computershare Nominee holds Notes. You agree to provide Computershare promptly with any information which Barclays Bank PLC would be entitled to require from you if you were the registered holder of your Notes including information required to satisfy nationality declaration requirements or relating to ownership of the Notes. You can instruct Computershare to arrange for the Computershare Nominee to hold your Notes for another person or persons (including, for the avoidance of doubt, the addition of persons as joint holders). Computershare will only do this if it receives the relevant form confirming that such a transfer is by way of gift. There is no charge for such a transfer. No other transfers (except as provided in clause 2.4 below) other than by way of sale through the Barclays Bank PLC Nominee Note Dealing Facility will be permitted.

2.3 You may only sell your Notes through the Barclays Bank PLC Nominee Note Dealing Facility.

2.4 Computershare will not accept new transfers into the Computershare Nominee but will accept transfers into the Computershare Nominee by existing participants in the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account under the Barclays Bank PLC Nominee Note Dealing Facility.

2.5 Computershare reserves the right not to accept any transfer instruction which is not given on the relevant form, or which is given on any form that has not been properly completed. Such forms or instructions, if not accepted, will be returned to you. You may not cancel or amend any transfer instructions once they have been sent to Computershare.

2.6 Computershare will only act on instructions in writing which contain your Security Holder Reference Number (“SRN”). This number is shown on the statements of your holdings sent to you by Computershare. You must keep your SRN safe because if another person obtains the number it may facilitate a fraud. If you lose or fail to quote your SRN this may result in a delay in giving effect to an instruction from you. Upon request, instructions to transfer are acknowledged by an amended statement of holding. Other instructions are acknowledged by Computershare acting on them but are not otherwise acknowledged.

2.7 All notifications to Computershare concerning your Notes (for example any change of address or instruction as to receipt of Payments or any Physical Early Redemption Amount) should quote your SRN.

3 Company meetings and communications

3.1 Without prejudice to clause 3.2, Computershare will provide you with information in relation to any proposed Noteholders’ meeting within 10 Business Days after receipt of such information, together with a form which you can use either (a) to give the Computershare Nominee your voting instructions to vote by proxy on a poll or a show of hands or (b) if you wish to attend, speak and vote in person at a meeting, to appoint you as the proxy of the Computershare Nominee in respect of your Notes. In order for the Computershare Nominee to be able to vote in accordance with your instructions on a poll or, if you wish to attend, speak and vote in person at a noteholders’ meeting to appoint you as its proxy in respect of your Notes, Computershare must have received the relevant instructions from you on a correctly completed form before the deadline notified to you.

3.2 Computershare will send you copies of all notices received by Computershare Nominee as a registered Noteholder at or around the same time as the registered holders and will receive any notice from you to the Issuer or the Underlying Trustee or the Underlying Issuer and deliver any such notice to Computershare Investor Services PLC as registrar in respect of the Notes to be delivered to the relevant addressee(s) in accordance with the provisions of the Agency Agreement at or around the same time as such notice(s) would be delivered had it been sent directly by a Direct Holder to Computershare in its capacity as registrar in relation to the Notes.

4 Entitlements attaching to Notes

4.1 Computershare will act in accordance with reasonable written instructions given by you concerning the exercise of any rights attached to or arising from your Notes (e.g. if there is a meeting of Noteholders), provided that you give the instructions in accordance with these terms and conditions and any other conditions notified to you at the relevant time. Computershare reserves the right not to act on any instructions where Computershare has to make a payment unless it receives the payment from you by such date as may be specified by Computershare at the relevant time.

4.2 Following the occurrence of an Early Redemption Event, Computershare will deliver a partially completed Asset Transfer Notice to you for you to complete. You must complete the Asset Transfer Notice and deliver such Asset Transfer Notice to the Issuer providing a copy to Computershare. For the avoidance of doubt, Computershare shall not be required to pay any Delivery Expenses to the Issuer in order for the Physical Early Redemption Amount to be delivered to your specified Euroclear account. You shall be responsible for paying such Delivery Expenses. Both prior to Computershare providing the partially completed Asset Transfer Form to you and after you have delivered the Asset Transfer Notice to the Issuer, providing a copy to Computershare, Computershare shall verify from the register of persons for whom the Computershare Nominee holds Notes that you appear on the register as the person on
whose behalf Computershare Nominee is holding the related Note(s).

4.3 If any other rights or entitlements arise in connection with your Notes, Computershare will take all reasonable steps so that, as nearly as possible, you are treated in the same way as you would have been as a registered holder.

4.4 Where the Computershare Nominee holds Notes for a number of investors and any assets or other rights are allocated to the Computershare Nominee in respect of those Notes, Computershare will allocate them between all such investors pro rata to the number of Notes it holds for them.

4.5 Computershare will distribute to you the amount of any Payments attributable to your Notes via direct deposit into your nominated bank or building society account substantially in the same manner and at or about the same time as Payments to other Noteholders of Barclays Bank PLC are distributed and direct deposit are made. Your money, including cash sums in respect of which direct deposits made in accordance with your instructions, will be held in a non-interest bearing account in the name of Computershare Investor Services PLC. No trust is created in respect of monies held in this account other than to the extent required by the FCA Rules.

5 Statements

5.1 Computershare will provide you with a statement of the number of Notes held for you under the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account at the time when an account is first opened for you. Computershare will also send you a statement once a year of the number of Notes being held for you under the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account. These statements are provided free but you will be charged a fee if you request a duplicate or additional statement.

5.2 You are required to check any statement which you receive from Computershare and if you have any query or concern in relation to the matters disclosed by the statement you should contact Computershare as soon as possible following receipt of the statement by you.

5.3 Computershare reserves the right to correct any erroneous debit or credit to the records maintained in respect of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account relating to your Notes and will notify you (where relevant) of any correction which it makes.

6 Charges

6.1 The charges for the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account are the charges for transferring Notes and charges for the supply of duplicate statements and duplicate tax vouchers. You will also be required to pay any Delivery Expenses (including all applicable Taxes and Expenses) as if you were a Direct Holder of Notes in the event that you elect to receive the Physical Early Redemption Amount following the occurrence of an Early Redemption Event. Computershare will give you at least one month’s notice of any other proposed charge for the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account. Up to date copies of the terms and conditions and current charges can be obtained by telephoning Computershare on 0370 707 1760.

6.2 This service is a company sponsored scheme which means that we charge Barclays Bank PLC a fee representative to the costs of operating it. This arrangement means that you are not charged an annual fee. In accordance with our regulatory obligations, if you would like more detail on this arrangement please write to us at the address below.

6.3 Instances where we may increase our charges may include but are not limited to:

(a) increases in inflation;
(b) changes in interest rates;
(c) increases in our running costs of the service;
(d) additional charges imposed by parties we work with in connection with the provision of the service;
(e) new services being offered under the service;
(f) alterations in the provision of the service being provided; and/or
(g) tax or legal changes.

6.4 All fees and other charges payable to us by you are exclusive of VAT. VAT is payable where relevant in addition to any other fees or charges payable to us. No UK Value Added Tax (VAT) is currently chargeable on dealing commissions. Should UK tax rules change in future and VAT and/or any other relevant tax be applicable on dealing commissions, this may be deducted from your purchase amount without further notice.

7 CREST

7.1 The Computershare Nominee is a member of the CREST system. If you give instructions to Computershare which mean that a message must be sent through the CREST system (for example where you instruct Computershare to transfer your Notes from the Computershare Nominee) then Computershare will pass that instruction to the Sponsor...
who is responsible for receiving and transmitting the instructions through the CREST system. Computershare will take reasonable care to ensure that the Sponsor acts on instructions given to it by Computershare. Neither Computershare nor the Computershare Nominee accepts any responsibility for the operation of the CREST system and accordingly cannot be responsible to you for any delays or liabilities suffered by you as a result of the operation, failure or suspension of the CREST system, the insolvency or other default of Euroclear UK or of any participant in the CREST system or any other clearing system used as an alternative or successor to CREST or the failure by any CREST settlement bank to make, receive, credit or debit any payment. Euroclear UK has certain powers to suspend and terminate the Sponsor and, if such powers are exercised, then there may be a delay in giving effect to any instructions given by you. Neither Computershare nor the Computershare Nominee accepts any responsibility for any delays, liabilities or costs which you suffer as a result of the suspension or termination of the Sponsor by Euroclear UK as a CREST sponsor except where such suspension or termination was foreseeable by us and you at the point of entering into these terms and conditions as a consequence of, and has been caused by negligence, wilful default, fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) on the part of Computershare or the Computershare Nominee.

7.2 If you instruct Computershare to transfer any of your Notes you will indemnify Computershare and the Computershare Nominee against any liabilities or costs which they may incur if, for any reason connected with you, the transfer cannot be completed. You undertake to notify Computershare if you have any reason to believe that any person may be seeking to try to prevent you from transferring your Notes.

8 Purchases and sales of Notes
8.1 If you wish to buy more Notes to be held in the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account, you can only do so by using the Barclays Bank PLC Nominee Note Dealing Facility (subject to its terms and conditions). All Notes purchased by you through the Barclays Bank PLC Nominee Note Dealing Facility will be registered in the name of the Computershare Nominee and credited to the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account in your name.

8.2 If you instruct Computershare to sell some of your Notes, you may only sell those Notes through the Barclays Bank PLC Nominee Note Dealing Facility (on its terms and conditions).

8.3 You can sell or purchase Notes by using the Telephone Dealing Service. For further information, details of applicable fees and charges and the terms and conditions of the service please visit www.computershare.com/dealing/uk or call 0370 703 0084. Call charges will vary depending on your telephone service provider and may be included as part of your call package. For specific charges please contact your telephone service provider. Note that charges from a mobile phone may be considerably higher than those made from a landline.

8.4 When you sell or purchase more Notes, you will receive a contract note, which will confirm the details of the transaction.

9 Liability
9.1 Computershare will take reasonable care in operating the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account, and, unless otherwise stated in these terms and conditions, will be responsible to you for any losses or expenses (including loss of Notes) foreseeable by us and you at the point of entering into these terms and conditions which you suffer or incur as a direct result of Computershare’s negligence, wilful default or fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) or the negligent or fraudulent acts or omissions or wilful default of the Computershare Nominee (but not otherwise).

9.2 If Computershare cannot provide its services due to circumstances beyond its reasonable control (for example because of a failure of it’s or another person’s computer systems or telecommunications links, industrial disputes, postal delays, acts of God, strikes, lockout, riots, acts of war, terrorist acts, epidemics, governmental regulations superimposed after the fact, power failure, earthquakes or other disasters) Computershare will, where relevant, take such reasonable steps as it can to bring those circumstances to an end.

9.3 Neither Computershare nor the Computershare Nominee shall be liable for any losses or expenses suffered by you as a result of the circumstances referred to in clause 9.2 above or as a result of a delay or failure in the provision of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account or the Barclays Bank PLC Nominee Note Dealing Facility caused by such circumstances.

9.4 Neither Computershare nor the Computershare Nominee accepts liability for any loss of business; loss of profit arising in the course of business; loss of opportunity (including investment opportunity); loss of potential future income, revenue, profit or increase in value; loss of income in the form of interest; loss of goodwill; loss of anticipated savings; or any waste or expenditure of time suffered by you.
9.5 Neither Computershare nor the Computershare Nominee is responsible for any acts or omissions of Barclays Bank PLC.

9.6 Computershare will take reasonable care in its selection and continued use of the Sponsor, if any, but does not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the Sponsor (where the Sponsor is not a member of the same group of companies as Computershare).

9.7 Nothing in these terms and conditions restricts any rights you may have under the FCA Rules or under The Act 2012. Nothing in these terms and conditions excludes or limits in any way Computershare's or the Computershare Nominee's liability for death or personal injury caused by their negligence; fraud or fraudulent misrepresentation; section 2 of the Supply of Goods and Services Act 1982; or any other matter for which it would be illegal or unlawful for them to exclude or limit or attempt to exclude or limit their liability.

9.8 Computershare and the Computershare Nominee do not accept any responsibility for any losses or expenses suffered or incurred by you which are caused by your failure to adhere to any personal obligations imposed on you by the laws of the jurisdiction in which you are resident.

10 Cancellation and Termination

10.1 Cancellation rights apply when you first join the service, termination rights (see 10.7 below) apply at any time thereafter. They are simply two separate mechanisms you can use to leave the service.

10.2 You can cancel your activation of the service within fourteen calendar days of the date on which you first activate the account (“Cancellation Period”) and request that all of your Notes (where held by the service) should be transferred into your own name via our dealing service. Please see the terms and conditions for the dealing service for further details of the procedure in relation to such transfer of Notes.

10.3 You will lose your cancellation right if you make a request during the Cancellation Period for us to process any payment to you or sell any of your Notes for you in accordance with these terms and conditions.

10.4 If you want to cancel your use of the service you should advise us no later than the end of the Cancellation Period. If you exercise your right to cancel during the Cancellation Period in accordance with this clause 10 no fees will be payable.

10.5 Once any transfer of Notes has been effected we will then no longer hold the Notes for you, remit any cash arising from dividends in accordance with the terms and conditions.

10.6 If you do not exercise your right to cancel we will provide the agreed services in accordance with these terms and conditions.

10.7 If you no longer wish to hold your Notes through the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account you may give Computershare notice to terminate at any time in writing. You will be required to pay any charges for transferring your Notes into the name of an alternative nominee service provider to hold your Notes on your behalf in the CREST system or member of the CREST system and any Stamp duty associated with the removal of your Notes from the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account but will not be required to make any additional payment in respect of the termination. No administrative charge will be payable if your participation in the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account terminates by reason of your entire holding of Notes being sold through the Barclays Bank PLC Nominee Note Dealing Facility or being transferred by you by way of gift pursuant to clause 2.2 above or where Computershare has introduced a charge pursuant to clause 6.1). Separate charges will apply, however, for the Barclays Bank PLC Nominee Note Dealing Facility. You may give notice of termination on the standard form sent to you by Computershare or you may write to Computershare. You need to give the details of the full name and SRN of the account which you wish to terminate. Any instruction to terminate an account in the name of joint holders must be signed by all joint holders.

10.8 Computershare may require you to cease using the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account at any time by giving 10 Business Days’ written notice to you or without notice if, in the opinion of Computershare, you are in material breach of these terms and conditions or the Computershare Nominee is unable to comply with any obligation to which it may be subject which relates to your Notes or the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account, having used all reasonable endeavours so to comply. For the avoidance of doubt, in such circumstances Computershare will not charge a fee if such a notice is served. In such circumstances you will need to find an alternative nominee service provider to hold your Notes on your behalf in the CREST system. If you are not able to do so, you will not be able to continue to hold your interest in the Notes. In such circumstances Computershare will
transfer your Notes to a Direct Holder of Notes nominated by you. For the avoidance of doubt, Computershare shall have no further liability or obligations in respect of your holding of Notes if the Notes are transferred to the Direct Holder of Notes nominated by you.

10.9 If the agreement between Computershare and Barclays Bank PLC for the provision by Computershare of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account terminates or if you or Computershare give notice of termination to the other under these terms and conditions or termination for any other reason, you will need to find an alternative nominee service provider to hold your Notes on your behalf in the CREST system. If you are not able to do so, you will not be able to continue to hold your interest in the Notes. In such circumstances Computershare will transfer your Notes to a Direct Holder of Notes nominated by you. For the avoidance of doubt, Computershare shall have no further liability or obligations in respect of your holding of Notes if the Notes are transferred to the Direct Holder of Notes nominated by you.

10.10 Termination will not cancel or amend any instructions which have already been sent by you to Computershare. If the Computershare Nominee ceases to hold Notes for you, you will need to enter into a new agreement with an alternative nominee service provider if at a later date you acquire more Notes which you wish to transfer to the Computershare Nominee. Termination shall not affect any rights or obligations arising prior to or continuing during or after the date of termination or which arise in consequence of it or which relate to Computershare’s provision of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account to you and all such rights and obligations shall continue to be subject to the terms and conditions prevailing at the time of termination.

11 Notices, change of investor details

11.1 All notices and other communications sent by you to Computershare must be sent to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ and include the full name and SRN of your account with the Computershare Nominee. This information will be provided to you on the statements of holdings sent to you by Computershare. Up to date copies of the terms and conditions and current charges can be obtained by telephoning Computershare on 0370 707 1760.

11.2 Notices and other communications sent to you by Computershare will be sent to your address shown on the register maintained by Computershare for the Computershare Nominee. If we send you notices they will be treated as received by you if:

(a) delivered by hand or courier, at the time of delivery;

(b) sent by fax, at the time of transmission if between the hours of 08:00 and 17:00 (UK time) on a Business Day or otherwise at 08:00 (UK time) on the next Business Day;

(c) sent by post, two Business Days from the date of posting, in the case of domestic mail in the UK or five Business Days from the time of posting in the case of international mail; and

(d) delivered by electronic mail or via Computershare’s website, at the time of despatch or posting as applicable.

Any documents sent to you by Computershare and any documents sent by you to Computershare will be sent at your risk and neither Computershare nor the Computershare Nominee accepts any liability prior to receipt of any document from you or, where relevant, after dispatch of any document to you.

11.3 You should notify Computershare of changes of address and changes of name (supported by appropriate documents, e.g. deed poll, certified copies of marriage certificate) as soon as possible. On death, your executors should contact Computershare for advice on the procedures to be followed.

11.4 Computershare’s obligations and your obligations under these terms and conditions shall be binding on Computershare and your successors, executors, administrators and other legal representatives.

11.5 Where a person who is authorised to act on your behalf in relation to your Notes and who has given such proof of his authority to so act as Computershare may reasonably require gives any notice or takes any other action on your behalf, Computershare shall be entitled to rely on such notice or other action in all respects as if given by you in person.

11.6 Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you in English during the durations of these terms and conditions.

11.7 We may choose to withdraw this Service for legislative requirements without giving you any notice that the Service is no longer available.

12 General

12.1 Computershare may with the consent of Barclays Bank PLC amend these terms and conditions from time to time.
All such amendments will be notified to you. You will be given at least 20 Business Days’ prior written notice of any amendment which could affect your rights against Computershare or liability to Computershare.

12.2 Computershare reserves the right to notify the London Stock Exchange of any client defaulting on settlement. This may affect your ability to deal in future with London Stock Exchange member firms.

12.3 These terms and conditions and any non-contractual obligations arising out of, or in connection with this Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with these terms and conditions (including any dispute relating to any non-contractual obligations arising out of or in connection with these terms and conditions) and accordingly any legal action or proceedings arising out of or in conjunction with these terms and conditions (including any dispute relating to any non-contractual obligations arising out of or in connection with these terms and conditions) may be brought in such courts.

12.4 Computershare reserves the right, subject to giving 20 Business Days’ prior written notice to you which will commence on the day after you are deemed to have received the written notice in accordance with clause 11, to sell any of your Notes or connected rights and to keep the proceeds of sale to the extent that they cover any amount which you may at any time owe Computershare in respect of transactions or services governed by these terms and conditions. You authorise Computershare to execute any relevant transfer form or other relevant document or give any instruction necessary to give effect to any such sale. By appointing Computershare to provide services under these terms and conditions, you acknowledge and declare that your Notes and your rights and interests in or in relation to your Notes shall stand charged to Computershare as security accordingly. You agree to indemnify Computershare against any losses and expenses it incurs as a result of your failure to put Computershare in funds in relation to a matter instructed by you or otherwise as a result of a breach by you of these terms and conditions and against any taxes suffered by Computershare attributable to your use of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account. Computershare reserves the right to charge interest at an annual rate equal to 2 per cent above the Bank of England base rate from time to time on any amount due to it from you. If you owe Computershare money it reserves the right not to act on instructions from you and to retain any documents it holds for you until you have paid Computershare in full.

12.5 Where Computershare owes you money and you owe money to Computershare under the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account, Computershare may set off the amounts due from and to Computershare and send you only the net amount (if any). Fractions of a penny arising in respect of money due to you are rounded down and retained by Computershare for its own benefit.

12.6 No conduct or delay on the part of Computershare shall be taken as a waiver or variation of any rights which Computershare has unless Computershare waives or varies a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights Computershare might have in respect of any other matter.

12.7 You authorise Computershare to provide information concerning you, your Notes and any instructions given by you in relation to your Notes:

12.7.1 to Euroclear UK (the operator of the CREST system) insofar as the information is of a kind which Euroclear UK is entitled to require Computershare or the Computershare Nominee to provide and Computershare and the Computershare Nominee will be required to authorise Euroclear UK to disclose such information to regulatory, governmental or taxing authorities;

12.7.2 to any person pursuant to any statutory provision or to the extent that such person has legal or regulatory powers over Computershare or the Computershare Nominee and can, as a result, require Computershare or the Computershare Nominee to provide such information; and

12.7.3 to Barclays Bank PLC (or any other person carrying out functions in relation to the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account) in order to facilitate the provision of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account.

12.8 You agree that Barclays Bank PLC, Computershare and the Sponsor may disclose to each other or to any person carrying out functions in relation to the Barclays Bank PLC Notes Linked To Guaranteed Contingent Rights Instruments Nominee Account information relating to you provided it is required for the purposes of the provision or improvement of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account including;
12.8.1 to Computershare’s professional advisers (including for the avoidance of doubt its auditors); or
12.8.2 as may be required to be disclosed by the Takeover Panel, the UK Listing Authority or other competent authority or by reason of any law, court or regulatory process or regulation or is necessary in the view of the recipient to establish any defence in such process; or
12.8.3 as may be necessary or desirable to be included in the Prospectus or any offering document or for the purposes of providing to holders of the Notes or any other party in relation to the Notes, or
12.8.4 with your prior written consent; or
12.8.5 insofar as the information shall have entered the public domain, other than as a result of a breach of this Agreement by the disclosing party; or
12.8.6 otherwise in accordance with the provisions of this Agreement.

12.9 We will not normally engage in any activities that will give rise to a conflict of interest in respect of any instructions which you give us. However, in order to treat you fairly, we comply with a policy of independence and disregard any interest, relationship or arrangements that may arise and is of interest to us to the extent that it conflicts with your interests in our dealings with you. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations if such events arise. Full details are available upon a written request to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ.

12.10 Computershare reserves the right to delay taking any action on any particular instructions from you if it considers that it needs to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on Computershare (including the obtaining of evidence of identity to comply with the UK anti-money laundering and terrorist financing laws and regulations) or to investigate any concerns it may have about the validity of, or any other matter relating to the instruction.

12.11 Computershare does not recognise, in maintaining records for the Computershare Nominee, any trust and neither Computershare or the Computershare Nominee will take notice of any trust whether express, implied or constructive.

12.12 Neither Computershare nor the Computershare Nominee will lend your Notes to any third party or borrow money using them as security.

12.13 If Computershare has sent documents to your address on two separate occasions and they have been returned and, after making reasonable enquiries, Computershare cannot find your current address, it will not send any more documentation to you until you provide Computershare with your address; or

12.14 If two Payments in respect of your Notes have been returned on consecutive occasions to Computershare or otherwise not cashed and, after making reasonable enquiries, Computershare cannot find your current address, it will cease to send you Payments. However, the Payments in respect of your Notes will accrue in a non-interest bearing account in the name of Computershare.

12.15 When Computershare (or its agents or delegates) arranges for the purchase or sale of Notes for you it or they could be:-

12.15.1 acting for an associated company which is dealing as principal for its own account by selling Notes to you or buying Notes from you; or

12.15.2 otherwise in a position where it has a material interest in the transaction.

12.16 Computershare may employ agents and delegates on such terms as it thinks fit to carry out any part of its obligations or discretions in connection with the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account and save as expressly provided in these terms and conditions, Computershare shall be liable for the acts and omissions of such agents and delegates on the same basis as if they were the acts or omissions of Computershare. Details of such delegation, insofar as it is in respect of regulated investment activities, and of the charges levied by such delegates against Computershare are available on request by writing to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ.

12.17 Your Notes will not be issued in definitive form and will not be represented by physical documents of title. Should Computershare default in any way, any shortfall in Notes registered in the name of the Computershare Nominee may be shared pro rata between you and other persons on whose behalf the Computershare Nominee holds Notes.

12.18 Computershare may at any time transfer all or any of its rights and obligations under this agreement to any person (the “Transferee”) who is in the reasonable opinion of Computershare able to perform the obligations of Computershare under these terms and conditions. The transfer will be given effect by Computershare and the

Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS. Computershare Investor Services PLC is registered in England & Wales, Company No. 3498808 Registered Office, The Pavilions, Bridgwater Road, Bristol BS13 8AE. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.
Transferee sending a transfer notice to you specifying the date (the “Transfer Date”) on and from which the Transferee will assume Computershare’s rights and obligations under these terms and conditions. Any changes to the terms and conditions which will be necessary because of the transfer, for example changes of address and banking details, will be set out in the transfer notice. At least 30 days' notice of the transfer will be given. If you choose to leave the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account within the 30 day period then no charge will be payable by you. The transfer will not affect any rights you may have against Computershare which relate to the period before the Transfer Date. With effect from the Transfer Date:-

12.18.1 the agreement formed by these terms and conditions (as amended from time to time) shall be treated for all purposes as having been transferred to and as if entered into between you and the Transferee in place of Computershare;

12.18.2 Computershare shall be released and discharged from all of its obligations and liabilities under these terms and conditions;

12.18.3 references to Computershare shall be read as references to the Transferee;

12.18.4 the Computershare Nominee will be such company as is notified to you in the transfer notice, which company shall be a member of the CREST system and its business shall consist solely of acting as nominee.

12.19 For the purposes of offering this Service you will be categorised as a retail client. Any corporate bodies who apply will be treated (where applicable) as retail clients. As a retail client you have protection available under the FCA Rules and may be eligible for compensation under the FSCS. Please see clause 14 for further information.

12.20 We will not assess the suitability of transactions or other services provided under these terms and conditions, and you will not benefit from the protection of the FCA Rules on assessing suitability. We are not required to assess the appropriateness, or suitability for you of any product, service or transaction provided to you in connection with the service.

12.21 The parties to this agreement are you and us (the "parties"). The parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

13 Joint holders

13.1 The Computershare Nominee will not hold Notes for more than four joint holders. Where the Notes held by the Computershare Nominee for you are held for more than one person, references to “you” in these terms and conditions are to each of the joint holders separately as well as jointly and severally. Each such person agrees that:

13.1.1 all obligations, undertakings and agreements on the part of Computershare and the Computershare Nominee are given to the joint holders taken together and not separately to each of them; and

13.1.2 all obligations, undertakings, agreements and liabilities arising under or pursuant to these terms and conditions shall constitute joint and several obligations of each joint holder to Computershare (and, where relevant, the Computershare Nominee).

13.2 Computershare will only accept transfer instructions given by or on behalf of all of the joint holders. Computershare reserves the right to accept other instructions signed by one or more joint holders. In such a case the person(s) giving the instructions warrant(s) to Computershare that he or they have the necessary authority to give such instructions on behalf of all joint holders.

13.3 All notices, other documents and payments sent by Computershare pursuant to these terms and conditions will be sent to the first named holder on the nominee register and in any case will be treated as sent to all of the other joint holders. It is the responsibility of the holder who receives the notices, documents and payments to notify and account to the other joint holders. Only the first named holder may be nominated as proxy to attend, speak and vote at noteholder meetings of Barclays Bank PLC.

14 Complaints and Compensation

14.1 We have procedures to help effectively resolve complaints from customers. If you have any complaints about the service provided to you in connection with the service or wish to receive a copy of our complaints procedure please write to us. If you cannot settle your complaint with us, you may be able to refer it for further investigation at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at www.financial-ombudsman.org.uk

14.2 We are covered by the FSCS and you may be entitled to compensation if we cannot meet our financial obligations. Most types of investment business are covered for 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Where we hold client money on your behalf and the relevant UK approved bank became insolvent, you may
be covered under the FSCS for up to £85,000 (£75,000 from 1 January 2016) of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. If, for operational purposes, we are required to maintain your client money in a jurisdiction outside the UK, your rights in the event of insolvent may be reduced. Further details of the FSCS are available on request from us or by visiting www.fscs.org.uk

15 Client Money and Assets
15.1 By using the service, you authorise us to pool client money and/or assets we hold on your behalf in the provision of this service into any relevant omnibus accounts set up in accordance with the FCA Rules which also holds money or assets of other clients. You retain all rights you have as the legal owner of your monies/assets.

15.2 All money that we hold on your behalf as a consequence of administering this Service will be maintained in an appropriately designated and named client money bank account at a UK approved bank selected by us. Money held in this account is held separately from our money.

15.3 Assets will be segregated and held with assets of other customers of our nominee services. You understand and accept that by pooling your Notes with those of other noteholders you retain all rights you have as the legal owner of your assets but that your entitlement will not be identifiable by separate share certificates or other physical or electronic records of title.

15.4 Your money and/or assets will be held on trust for the benefit of noteholders for whom we are holding client money and/or assets as required by the FCA Rules and treated in strict accordance with the requirements of the FCA Rules. This means that if the bank or our sub-custodian becomes insolvent we will attempt to recoup your money and/or assets on your behalf. If the bank or sub-custodian cannot repay all the money or assets owed to clients this could result in a shortfall. We will treat money or assets as pooled, which means that any shortfall will be shared proportionally with other noteholders of the Company and other customers of ours who are affected by the shortfall. You may not recover all of your money or assets. In this situation, you may be eligible to claim under the FSCS. For more information, please see clause 14.

15.5 For operational purposes (for example, to facilitate payments to you if you are based outside the UK) we may maintain your client money and/or assets in a jurisdiction outside the UK. If we do maintain the money in a bank account with a bank not based in the UK or assets with a non-UK sub-custodian, then we will take all reasonable steps to protect your money and/or assets in accordance with the local equivalent law and rules for the treatment of client money and/or assets. These may be different to those in the UK and your rights in the event of insolvency of the bank or sub-custodian may be reduced.

15.6 We will not pay interest on any client monies held on your behalf.

15.7 If your client money held by Computershare is £25 or less (or equivalent) and there has been no movement in your balance for at least six years (disregarding any payments, charges or similar items), we may cease to treat your money as client money and remove it from the client money bank account(s). Before doing this, we will write to you at your last known email or postal address giving you at least 28 calendar days’ notice of our intention to cease to treat the money we hold for you as client money and remove it from the client money bank account. If no claim is made by you by the end of the notice period, we will pay this money to a registered charity of our choice but still retain a record of the balance we were holding for you. If you later claim this balance, you will not be entitled to any interest which would have otherwise accrued on this money during the period over which it was unclaimed by you.

15.8 You agree that, in the event of us transferring all or part of our business to another provider, we can cease to treat your cash balance as client money when that transfer has been made. We will exercise due skill, care and diligence in assessing whether the provider that we are transferring your client money to will follow the requirements of the FCA Rules or apply adequate equivalent measures to protect your client money.

16 Data Protection Act
16.1 You authorise us to provide information concerning you, your Notes and any instructions given by you in relation to your Notes to carefully selected third parties in order to facilitate provision of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998.

• to any person if that person has legal or regulatory powers over us or the Computershare Nominee;

• to Barclays Bank PLC (or any other person carrying out functions in relation to the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account, including Euroclear UK) in order to facilitate the provision of the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account.

Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS. Computershare Investor Services PLC is registered in England & Wales, Company No. 3498808 Registered Office, The Pavilions, Bridgwater Road, Bristol BS13 8AE. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.
Account; and

- to any person carrying out functions in relation to acting as the registrar of Barclays Bank PLC.

16.2 We may administer accounts and provide you with some services via another member of the Computershare group in a country where data protection laws and standards differ from those in your home jurisdiction including India, Australia and the United States. For users based in Europe this means that we may send the information which you have provided to us or we use in providing our services to countries outside the European Economic Area. By participating in this service you consent to such transfers being made (and where you submit information on behalf of another person you confirm that you have their consent). You have the right upon request to view what information we hold on you. We may charge you a small fee for providing you access to this information. Barclays Bank PLC will have access at all times to the records we hold about you in order to inform you of your rights as a person on whose behalf Notes are held by Computershare Nominee, including corporate and other details, and products or services specifically designed for noteholders.

17 Terms and Conditions to prevent money laundering and breaches of law/regulation

17.1 We may require evidence of your identity from time to time to comply with anti-money laundering legislation in relation to holding, buying or selling the Notes. Delay or failure to provide satisfactory evidence may result in us refusing to hold Notes for you or in payments to you in connection with your Notes being withheld or a delay or refusal to act in following instructions.

17.2 If we believe that you are breaching anti-money laundering legislation, we may refuse to allow you to participate in the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account and if appropriate may notify the relevant authorities.

17.3 We reserve the right to delay taking any action in relation to the Barclays Bank PLC Notes Linked To Guaranteed Contingent Value Rights Instruments Nominee Account or in relation to any particular instructions from you if we consider that we need to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with anti-money laundering and terrorist financing laws and regulations) or to investigate any concerns we may have about your instruction.

ANNEX 1

LIST OF PERMITTED COUNTRIES

- UK
- Belgium
- Germany
- Iceland
- Liechtenstein
- Poland
- Republic of Ireland
- Sweden
- The Netherlands