

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

INVESTORS SHOULD NOTE THAT IF AN OPTIONAL REDEMPTION EVENT FOLLOWING FAILURE TO PAY AN ACCRETION PAYMENT OCCURS, ANY PROCEEDS OF REDEMPTION THEY RECEIVE IN RESPECT OF EACH CERTIFICATE COULD BE LESS THAN THE NOTIONAL AMOUNT PER CERTIFICATE AND MAY EVEN BE ZERO. IF HELD TO MATURITY, SUBJECT ONLY TO THE CREDIT RISK OF BNP PARIBAS, INVESTORS WILL RECEIVE NO LESS THAN 90% OF THE AMOUNT INVESTED

Name	10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR
Structure	Regular Premium structure with 90% protection at maturity on the total amount of capital invested (please note that 10% of the capital invested is at risk)
Issuer	BNP Paribas Arbitrage Issuance B.V.
Guarantor	BNP Paribas (S&P A+/ Moody's A1)
Principal Security Agent	BNP Paribas Securities Services, Luxembourg Branch
Purchaser	Adriatic Slovenica D.D.
Issue Type	Custom Index Certificate
Initial Payment And Accretion Payments	The Certificates will be paid up as follows: (a) an Initial Amount of EUR 210 per Certificate upon purchase on the Issue Date; followed by (b) 112 consecutive Accretion payments of EUR 7 per Certificate as detailed below (i.e. starting from 2nd Accretion Payment Date)
Frequency Of Accretion Payments	Monthly, on the 1st calendar day of each month, subject to the Following Business Day Convention, if such day is not a Business Day (each an " Accretion Payment Date "). For avoidance of doubt, below is the Accretion Payment Date Schedule: 1st Accretion Payment Date ("First Payment Date"): 15 December 2015 2nd Accretion Payment Date: 01 August 2016 3rd Accretion Payment Date: 01 September 2016 113th Accretion Payment Date: 01 November 2025
Notional Amount per Certificate (N)	1 Certificate = 210 EUR on the First Payment Date, increasing by 7.00 EUR on each Accretion Payment Dates thereafter i.e. starting from 2nd Accretion Payment Date (total: 994 EUR)
Currency	EUR
Issue Price	100% of the Notional Amount per Certificate on the Issue Date
Trade Date	10 July 2015
Strike Date	01 December 2015
Issue Date	15 December 2015
First Payment Date	15 December 2015
Redemption Valuation Date	01 December 2025
Redemption Date	15 December 2025
Underlying Index	BNP Paribas Fd – Income Fund Stars Index (Bloomberg: BNPIICFT Index), as calculated and published by BNP Paribas Arbitrage SNC (the " Index Calculation Agent ") and sponsored by BNP Paribas (the " Index Sponsor ")

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

Calculation Agent	BNP Paribas Arbitrage SNC														
ISIN	XS1222272780														
Listing	Luxembourg Stock Exchange														
Capital Protection	90% of capital protected at maturity (please note that 10% of capital invested is at risk)*														
Cash Settlement Amount (if not previously redeemed or purchased and cancelled by the Issuer)	<p>On the Redemption Date, if the Certificates have not been redeemed or purchased and cancelled by the Issuer prior to the Redemption Valuation Date, the Issuer shall redeem each Certificate at the following Cash Settlement Amount:</p> <p>If either $Index_{Final}$ or Lock-In is above $Index_{Lookback}$, then:</p> $N \times \left(100\% + \text{Max} \left[0\%; PF \times \left(\frac{\text{MAX}(\text{Lock-In}; Index_{final}) - Index_{Lookback}}{Index_{Lookback}} \right) \right] \right)$ <p>Else:</p> $N \times \left(90\% + \text{Max} \left[0\%; 100\% \times \left(\frac{Index_{final} - 90\% \times Index_{Lookback}}{Index_{Lookback}} \right) \right] \right)$ <p>Where:</p> <p>$Index_{final}$ means the official level of the Underlying Index on the Redemption Valuation Date.</p> <p>$Index_{Lookback}$ means the arithmetic average of the 12 lowest of the official closing levels of the Underlying Index on the Averaging Dates.</p> <p>$Lock-In$ means : $185\% \times Index_{Lookback}$ if the highest observed official closing level of the Underlying Index on any Lock-In Observation Date is greater than or equal to $185\% \times Index_{Lookback}$</p> <p>Otherwise , $155\% \times Index_{Lookback}$ if the highest observed official closing level of the Underlying Index on any Lock-In Observation Date is greater than or equal to $155\% \times Index_{Lookback}$*</p> <p>Otherwise , $0\% \times Index_{Lookback}$ if the highest observed official closing level of the Underlying Index on any Lock-In Observation Date is less than $155\% \times Index_{Lookback}$.</p> <p>PF is the Participation Factor = 220%.</p>														
Averaging Dates (each a "Lookback Observation Date")	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Tuesday, December 01, 2015</td> <td style="text-align: center;">Friday, July 01, 2016</td> </tr> <tr> <td style="text-align: center;">Monday, January 04, 2016</td> <td style="text-align: center;">Monday, August 01, 2016</td> </tr> <tr> <td style="text-align: center;">Monday, February 01, 2016</td> <td style="text-align: center;">Thursday, September 01, 2016</td> </tr> <tr> <td style="text-align: center;">Tuesday, March 01, 2016</td> <td style="text-align: center;">Monday, October 03, 2016</td> </tr> <tr> <td style="text-align: center;">Friday, April 01, 2016</td> <td style="text-align: center;">Tuesday, November 01, 2016</td> </tr> <tr> <td style="text-align: center;">Monday, May 02, 2016</td> <td style="text-align: center;">Thursday, December 01, 2016</td> </tr> <tr> <td style="text-align: center;">Wednesday, June 01, 2016</td> <td></td> </tr> </table>	Tuesday, December 01, 2015	Friday, July 01, 2016	Monday, January 04, 2016	Monday, August 01, 2016	Monday, February 01, 2016	Thursday, September 01, 2016	Tuesday, March 01, 2016	Monday, October 03, 2016	Friday, April 01, 2016	Tuesday, November 01, 2016	Monday, May 02, 2016	Thursday, December 01, 2016	Wednesday, June 01, 2016	
Tuesday, December 01, 2015	Friday, July 01, 2016														
Monday, January 04, 2016	Monday, August 01, 2016														
Monday, February 01, 2016	Thursday, September 01, 2016														
Tuesday, March 01, 2016	Monday, October 03, 2016														
Friday, April 01, 2016	Tuesday, November 01, 2016														
Monday, May 02, 2016	Thursday, December 01, 2016														
Wednesday, June 01, 2016															
Lock-In Observation Dates	Lock-in is observed on each Scheduled Custom Index Business Day from the 13th Averaging Date onwards.														
Custom Index Business Days	Means any Scheduled Custom Index Business Day on which (a) the level of the Index is calculated and made available and (b) it is a Custom Index Trading Day.														

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

Payment Business Day Convention	Following Business Day.
Business Days for Payment	TARGET2
Custom Index Adjustment Events	As defined in the Annex hereto.
Consequences of Custom Index Adjustment Events	As defined in the Annex hereto.
Additional Disruption Events	As defined in the Annex hereto.
Optional Additional Disruption Events	As defined in the Annex hereto.
Consequences of an Additional Disruption Event or Optional Additional Disruption Event	As defined in the Annex hereto.
Delayed Redemption on the occurrence of Custom Index Adjustment Event, Additional Disruption Event or Optional Additional Disruption Event	Applicable. See the Annex hereto.
Optional Redemption upon Failure to pay an Accretion Payment	Following a Failure to pay any Accretion Payment, the Issuer has the right, but not the obligation, to redeem all the Certificates affected by such non-payment on the Optional Redemption Date at the Optional Redemption Amount set out below.
Optional Redemption Amount	The Optional Redemption Amount means an amount calculated by the Calculation Agent equal to the marked to market value of the Certificates as determined by the Calculation Agent in its sole discretion, being the difference between the value of the Issuer's hedging arrangements less any fees, expenses, costs incurred to unwind such arrangements and the present value of all future instalments of Accretion Payments due from the Purchaser to the Issuer (the " Marked to Market Value "), provided that if the Marked to Market Value is less than zero, the Optional Redemption Amount of the Certificates shall be equal to zero.
Optional Redemption Date	5 Business Days after notice of the Optional Redemption has been sent to the Certificate holder .

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

Fees	An initial Fee of 4% of the notional amount of the Certificates will be paid on the First Payment Date to Adriatic Slovenica D.D. (the “ Purchaser ”) in respect of this transaction, relating to distribution and/ or structuring costs. Details of such fees are available from BNP Paribas Arbitrage SNC or from the Purchaser upon request.
Minimum Trading Size	1 Certificates (and multiples of 1 Certificate thereafter).
Secondary Liquidity	<p>Daily price indications will be published on Bloomberg.</p> <p>BNP Paribas Arbitrage SNC will endeavour to make a secondary market, subject to market conditions. While BNP Paribas Arbitrage SNC will endeavour, subject to market conditions, to indicate prices with a bid-ask spread no larger than 1% in the Certificates, there can be no assurance as to such prices or that BNP Paribas Arbitrage SNC will offer to purchase any Certificates.</p> <p>The price indicated, if any, may be affected by many factors including, but not limited to, the remaining time to the Redemption Date, the outstanding principal amount, the performance and volatility of the Index, interest rates, exchange rates and credit spreads.</p> <p>Holders should be aware that the secondary market price for any Certificate quoted on or after the fourth (4th) clearing system business day preceding any date on which the Issuer is due to make a payment thereon, shall exclude the amount so payable per Certificate. The Holder of the Certificates on the record date, as determined by the rules of the relevant Clearing System, shall be entitled to receive or retain any such amount on the due date for payment thereof.</p>

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

Annex

Provisions relating to the Custom Index

1. Adjustments to a Custom Index and Custom Index Disruption

1.1 Successor Index Sponsor Calculates and Reports an Index

If a relevant Custom Index is (a) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (b) replaced by a successor custom index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Custom Index, then in each case that custom index (the "**Successor Custom Index**") will be deemed to be the Custom Index.

1.2 Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption

If (a) on or prior to the last Valuation Date, the last Observation Date or the last Averaging Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Custom Index or in any other way materially modifies that Custom Index (other than a modification prescribed in that formula or method to maintain that Custom Index in the event of changes in constituent components and capitalisation, contracts or commodities and other routine events) (a "**Custom Index Modification**"), or permanently cancels a relevant Custom Index and no Successor Custom Index exists (a "**Custom Index Cancellation**"), or (b) on a Valuation Date, an Observation Date or an Averaging Date, the Index Sponsor or (if applicable) the Successor Custom Index Sponsor fails to calculate and announce a relevant Custom Index or it is not a Custom Index Business Day (a "**Custom Index Disruption**" and, together with a Custom Index Modification and a Custom Index Cancellation, each a "**Custom Index Adjustment Event**"), then:

- (i) if the Custom Index Adjustment Event is a Custom Index Disruption which occurs or is occurring on the last Valuation Date, last Averaging Date or last Observation Date, then such Valuation Date, Averaging Date or Observation Date, as the case may be, shall be the first succeeding Scheduled Custom Index Business Day on which a Custom Index Disruption is not occurring, unless there is a Custom Index Disruption on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Valuation Date, Averaging Date or Observation Date, as the case may be, in which case the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Valuation Date, Averaging Date or Observation Date, as the case may be, notwithstanding the Custom Index Disruption and the Calculation Agent shall determine the relevant level, value or price by using commercially reasonable efforts to determine the level of the Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the Custom Index last in effect prior to the occurrence of the Custom Index Disruption and using its good faith estimate of the value for the components of the Custom Index;
- (ii) following a Custom Index Modification or Custom Index Cancellation at any time or a Custom Index Disruption (which in the latter case occurs or is occurring on the Strike Date, an Averaging Date (other than the last Averaging Date), an Observation Date (other than the last Observation Date) or a Valuation Date (other than the last Valuation Date), the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the securities and, if so:

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

- (A) if the Custom Index Adjustment Event is a Custom Index Disruption which occurs or is occurring on the Strike Date, an Averaging Date or Observation Date, the Calculation Agent may determine that the Strike Date, relevant Averaging Date or Observation Date, as the case may be, shall be the first succeeding Scheduled Custom Index Business Day (in the case of the Strike Date) or Valid Date (in the case of an Averaging Date or Observation Date, as the case may be) unless there is a Custom Index Disruption on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Averaging Date or Observation Date, as the case may be, in which case the Calculation Agent may determine that the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Strike Date, Averaging Date or Observation Date, as the case may be (irrespective, in the case of an Averaging Date or Observation Date, of whether that last consecutive Scheduled Custom Index Business Day is already an Averaging Date or Observation Date, as the case may be) and may determine the relevant level, value or price by using commercially reasonable efforts to determine a level of the Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the Custom Index last in effect prior to the occurrence of the Custom Index Disruption and using its good faith estimate of the value for the components of the Custom Index; or
- (B) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index and, upon selection of such index, the Calculation Agent shall promptly notify the Holders in accordance with W&C Security Condition 10 and such index shall become the Successor Custom Index and shall be deemed to be the "**Custom Index**" for the purpose of the securities and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the securities as the Calculation Agent in its sole and absolute discretion determines appropriate; or
- (C) the Calculation Agent may determine in its sole and absolute discretion such other appropriate adjustments, if any, to be made to the terms of the securities to account for the Custom Index Adjustment Event and determine the effective date of those adjustments; or
- (D) require the Calculation Agent to calculate the fair market value of each Certificate taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "Calculated Custom Index Termination Amount") as soon as practicable following the occurrence of the Custom Index Adjustment Event (the "Calculated Custom Index Termination Amount Determination Date") and on the Redemption Date shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Custom Index Termination Amount plus interest accrued from and including the Calculated Custom Index Termination Amount Determination Date to but excluding the Redemption Date at a rate equal to Issuer's funding cost at such time or (y) if greater, 90% of the Notional Amount as of the final Accretion Payment Date; or
- (E) in the case of a Custom Index Modification which occurs on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of the Custom Index, using in lieu of the published level for the Custom Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be, the level of the Custom Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Custom Index last in effect prior to the Custom Index Modification but using only those components that comprised the Custom Index prior to the Custom Index Modification.

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

1.3 Notice

The Calculation Agent shall, as soon as practicable, notify the relevant Principal Security Agent of any determination made by it pursuant to Index Security Condition 1.2 above and the action proposed to be taken in relation thereto and such Principal Security Agent shall make available for inspection by Holders copies of any such determinations.

2. Correction of Custom Index

With the exception of any corrections published after the day which is three Scheduled Custom Index Business Days prior to the due date for any payment under the securities calculated by reference to the level of a Custom Index, if the level of the Custom Index published on a given day and used or to be used by the Calculation Agent to make any determination under the securities, is subsequently corrected and the correction published by the relevant Index Sponsor within the number of days equal to the Custom Index Correction Period of the original publication, the level to be used shall be the level of the Custom Index as so corrected. Corrections published after the day which is three Scheduled Custom Index Business Days prior to a due date for payment under the securities calculated by reference to the level of the Custom Index will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

3. Definitions relating to Custom Indices

"Averaging Date" means the dates specified as such in the Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Condition 1.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) shall apply;

"Banking Day" means any week day except for 25 December and 1 January in any year;

"Cash Settled Security" means a security whereby settlement in respect of that security will be made by way of cash payment.

"Closing Level" means, in respect of a Custom Index and a Custom Index Business Day, the level of such Custom Index published by the Index Sponsor in respect of such day as determined by the Calculation Agent, subject as provided in Condition 1 (Adjustments to a Custom Index and Custom Index Disruption);

"Custom Index Business Day" means Custom Index Business Day (Single Index Basis);

"Custom Index Business Day (Single Index Basis)" means any Scheduled Custom Index Business Day on which (a) the level of the Index is calculated and made available and (b) it is a Custom Index Trading Day;

"Custom Index Correction Period" means the period specified in the Final Terms or if none is so specified, ten (10) Scheduled Custom Index Business Days following the date on which the original level was calculated and made available by the Index Sponsor and being the date after which all corrections to the level of the Index shall be disregarded for the purposes of any calculations to be made using the level of the Index;

"Custom Index Trading Day" means, in respect of a Custom Index, any day with respect to which the Issuer and/or any of its Affiliates determines in its sole and absolute discretion it is able to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any asset it deems necessary to hedge its obligations in respect of such Index under the securities;

"Disrupted Day" means any Scheduled Custom Index Business Day on which a Custom Index Disruption has occurred or is continuing in the sole and absolute discretion of the Calculation Agent;

"Index Sponsor" means, in relation to a Custom Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Custom Index and (b) ensures the calculation and publication of the level of such Custom Index on a regular basis (directly or through an agent) in accordance with the rules of the Custom Index, which as of the Issue Date of the securities is the index sponsor specified for such Custom Index in the applicable Final Terms;

"Observation Date" means the dates specified as such in the Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Condition 1.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) below shall apply;

"Scheduled Custom Index Business Day" means Scheduled Custom Index Business Day (Single Index Basis);

"Scheduled Custom Index Business Day (Single Index Basis)" means any Banking Day on which (a) the level of the Index is scheduled to be calculated and made available and (b) that is a Custom Index Trading Day;

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

"Settlement Price" means, in relation to each Cash Settled Security, subject to the provisions of this Annex and as referred to in "Valuation Date" or "Averaging Date" or "Observation Date", as the case may be, an amount equal to the level of the Index as published by the Index Sponsor as determined by the Calculation Agent at the Valuation Time on an Averaging Date;

"Specified Maximum Days of Disruption" means 10 Scheduled Custom Index Business Days;

"Strike Date" means the date(s) specified as such in the applicable Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Condition 1.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) below shall apply;

"Strike Price" means, subject as referred to in "Strike Date" above, an amount equal to the level of the Index as published by the Index Sponsor as determined by the Calculation Agent at the Valuation Time on the Strike Date;

"Valid Date" means a Scheduled Custom Index Business Day that is not a Disrupted Day and on which another Averaging Date or another Observation Date does not occur;

"Valuation Date" means the Redemption Valuation Date or, if such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Condition 1.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) shall apply;

"Valuation Time" means the time by reference to which the Index Sponsor determines the level of the Index in its sole and absolute discretion;

"W&C Security" means a Warrant & Certificate Security.

Additional Disruption Events:

The occurrence of any of the following shall constitute an Additional Disruption Event:

"Change in Law" means that, on or after the Trade Date (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, in respect of any tax law, solvency or capital requirements), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing or financial authority) or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

- (a) it has become illegal for it or any of its Affiliates to hold, acquire or dispose of any relevant hedge position relating to the Index (each a "**Hedge**"); or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the securities in issue or in holding, acquiring or disposing of any Hedge; and

"Hedging Disruption" means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to hedge any relevant price risk including but not limited to the currency risk of the Issuer issuing and performing its obligations with respect to the securities, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s), asset(s) or futures or options contract(s) or any relevant hedge positions relating to the securities.

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

Optional Additional Disruption Events:

"Increased Cost of Hedging" means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract on any Index component, it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest risk) of the Issuer issuing and performing its obligations with respect to the securities, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), futures or options contract(s) or relevant hedge positions relating to the Index, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

Consequences of an Additional Disruption Event or Optional Additional Disruption Event:

Following the occurrence of an Additional Disruption Event and/or an Optional Additional Disruption Event, the Issuer in its sole and absolute discretion may take the action described below:

- (a) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the Terms and Conditions and/or the Final Terms to account for the Additional Disruption Event and/or Optional Additional Disruption Event and determine the effective date of that adjustment; or
- (b) require the Calculation Agent to calculate the fair market value of each Certificate taking into account the Additional Disruption Event or Optional Additional Disruption Event, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the **"Calculated Additional Disruption Amount"**) as soon as practicable following the occurrence of the Additional Disruption Event or Optional Additional Disruption Event (the **"Calculated Additional Disruption Amount Determination Date"**) and on the Redemption Date shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Additional Disruption Amount plus interest accrued from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Redemption Date at a rate equal to Issuer's funding cost at such time or (y) if greater, 90% of the Notional Amount as of the final Accretion Payment Date.

Notices

Upon the occurrence of any of a Custom Index Adjustment Event, Additional Disruption Event and/or Optional Additional Disruption Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable and the Issuer shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 stating the occurrence of the Custom Index Adjustment Event, Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

The relevant provisions of W&C Security Condition 10 are as set out below:

10. NOTICES

All notices to Holders shall be valid if :

- (a) delivered to the relevant Clearing System for communication by them to the Holders; and
- (b) for so long as the W&C Security are listed on a stock exchange or are admitted to trading by another relevant authority, in accordance with the rules and regulations of the relevant stock exchange or other relevant authority. Any such notice shall be deemed to have been given on the second Business Day following such delivery or, if earlier, the date of such publication or, if published more than once, on the date of the first such publication."

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

IMPORTANT INFORMATION

This term sheet contains a proposal for discussion purposes only and (unless otherwise stated) is indicative only. BNP Paribas gives no assurance that any Certificate will be issued or any transaction will be entered into on the basis of these indicative terms. The information contained in this document is provided to you on a strictly confidential basis and you agree that it may not be distributed by you to other parties or potential purchasers of Certificates without our prior written consent. If you have received a copy of this document from anyone other than BNP Paribas, it will not contain all the information required for you to assess its contents.

Investor Responsibilities

No action has been or will be taken in any jurisdiction that would, or is intended to, permit a public offering of the certificates. The Certificates are sold to you as principal and on the understanding that you will comply with all relevant securities laws and public offer requirements in the jurisdictions in which you place or resell the certificates, including, without limitation, Directive 2003/71/EC (the EU Prospectus Directive) and the relevant implementing measures in any EEA member state. As you may not be the only purchaser of the Certificates, from us, any public offer exemption relying on offers only being made to a restricted number of investors (classified by type or location, as applicable) will not be available.

Selling Restrictions

The securities may not be offered or sold in the United States or to U.S. persons at any time (as defined in Regulation S under the U.S. Securities Act of 1933 or the U.S. Internal Revenue Code). The securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended, or the securities laws of any state in the United States, and are subject to U.S. tax requirements. In purchasing the securities, you represent and warrant that you are neither located in the United States nor a U.S. person and that you are not purchasing for the account or benefit of any such person. The securities may not be offered, sold, transferred or delivered without compliance with all applicable securities laws and regulations. This indicative term sheet contains a proposal for discussion purposes only. BNP Paribas gives no assurance that any transaction will be entered into on the basis of these indicative terms and no specific issuer shall be obliged to issue any security or instrument on such indicative terms. In no circumstances shall BNP Paribas be obliged to disclose to investors any information which it has received on a confidential basis or the existence thereof. The information contained herein is provided to you on a strictly confidential basis and you agree that it may not be copied, reproduced or otherwise distributed by you, whether in whole or in part (other than to your professional advisers) without our prior written consent.

Risk Analysis

Financial transactions involve risks of variation in interest rates, exchange rates, securities, commodities or indices. In view of these risks you should have the requisite knowledge and experience to assess the characteristics and risks associated with each contemplated financial transaction. BNP Paribas will provide any additional information you may reasonably request in order to enable you to assess the risks and characteristics of the transaction. Accordingly, when you enter into the contemplated financial transaction, you will be deemed to understand and accept the terms, conditions and risks associated with it. You will also be deemed to act for your own account, to have made your own independent decision to enter into that financial transaction and to declare that such transaction is appropriate or proper for you based upon your own judgement and upon advice from such advisers as you have deemed necessary. You are required to undertake a detailed analysis of all financial, legal, regulatory, accounting and tax issues raised by any transaction you are contemplating, so as to evaluate the merits and suitability of the transaction and should not rely on BNP Paribas for this. The information contained herein is provided to you by BNP Paribas on a strictly confidential basis. It is also understood that all information given by BNP Paribas related to the terms and conditions of a financial transaction shall not be considered investment advice or as a recommendation to enter into that transaction. Any indicative price quotations, disclosure materials or analyses provided to you have been prepared on assumptions and parameters that reflect our good faith judgment or selection and, therefore, no guarantee is given as to the accuracy, completeness or reasonableness of any such quotations, disclosures or analyses. BNP Paribas will not assume any responsibility for the financial consequences of your trading in the financial transaction described in this document.

The Issuer reserves the right not to issue the Certificates described herein in its sole discretion. BNP Paribas makes no representation and has given you no advice concerning the appropriate accounting treatment or possible tax consequences of this indicative transaction. Each holder of the Certificates shall assume and be responsible for any and all taxes of any jurisdiction or governmental or regulatory authority and should consult their own tax advisers in this respect. To the extent of any inconsistency between this term sheet and the Final Terms of the Certificates, the Final Terms of the Certificates shall prevail.

10Y Regular Premium Product linked to BNP Paribas Fd – Income Fund Stars Index in EUR

Index Disclaimer

The methodology of the Income Fund Stars Index (the “**Index**”) is confidential. In relation to any potential transaction or issuance of securities using the Index as a reference or underlying (a “**Transaction**”), prospective investors should note that the Index Calculation Agent and the Index Sponsor do not in any way sponsor, endorse, sell or promote any Transaction. The Index Calculation Agent and Index Sponsor(s) do not make any representation whatsoever, either as to the results to be obtained from the use of the Index, the levels at which the relevant Index stands or may stand on any particular date or otherwise and/or any use of an index constituent or the level at which any such constituent may stand on any particular date or otherwise. Prospective investors should also be aware that the methodology for calculating the Index embeds certain costs in running the Index, the level of which may vary over time in accordance with market conditions and that potential conflicts of interest could arise due to the fact that BNPP and/or its affiliates may act in a number of different capacities in relation to the Index and/or the Transaction. Neither the Index Sponsor nor the Index Calculation Agent has any obligation to take the needs of the investor in any Transaction or any other person into consideration in determining, composing or calculating the Index.

In addition, it should be noted that neither the Index Calculation Agent nor Index Sponsor(s) have any obligation to: (a) maintain the calculation of the Index or the publications thereof; (b) advise any party of any change in methodology, errors or omissions; or (c) provide information as to Index levels or as to the methodology used for their calculation. Potential investors should also be aware that the Index Sponsor(s) and the Index Calculation Agent have a number of significant discretions in relation to the calculation of the Index, including the suspension of calculation and the substitution or replacement of index components in certain circumstances. Neither the Index Sponsor(s) nor the Index Calculation Agent guarantee the accuracy or completeness of the index methodology or the calculation methods, and neither the Index Sponsor(s) nor the Index Calculation Agent accept any liability for any errors or omissions in computing or disseminating the Index, nor for any use made of the Index. Prospective investors should note that they have no direct recourse to the Index Calculation Agent or the Index Sponsor(s) at any time in connection with the Transaction.

BNPP and/or its affiliates may act in a number of different capacities in relation to the Index and/or products linked to the Index, including, but not limited to, acting as market-maker, hedging counterparty, issuer of components of the Index, Index Sponsor and/or Index Calculation Agent. Such activities could result in potential conflicts of interest that could influence the price or value of the relevant products.