Program Information

Banco Santander-Chile

PROGRAM INFORMATION

Type of Information:	Program Information
Date of Announcement:	April 5, 2023
Issuer Name:	Banco Santander-Chile (the "**Issuer**")
Name and Title of Representative:	Patricia Perez Managing Director – Head of ALM
Address of Head Office:	Bandera 140, Santiago, Chile
Telephone:	+562-320-2000
Contact Person:	Attorneys-in-Fact: Chihiro Ashizawa, Attorney-at-law Clifford Chance (Gaikokuho Kyodo Jigyo) Address: Palace Building, 3rd floor 1-1, Marunouchi 1-chome Chiyoda-ku, Tokyo 100-0005 Telephone: +81-3-6632-6600
Type of Securities:	Notes (the "**Notes**")
Scheduled Issuance Period:	April 6, 2023 to April 5, 2024
Maximum Outstanding Issuance Amount:	U.S.$5,500,000,000
Address of Website for Announcement:	https://www.jpx.co.jp/english/equities/products/tpbm/announcement/index.html
Name of the Main Dealer that is Expected to Subscribe for the Notes to be Drawn down from this Program:	Mizuho International plc
Status of Submission of Annual Securities Reports or Issuer Filing Information:	Yes

Notes to Investors:

1. The TOKYO PRO-BOND Market is a market for professional investors, etc. (*Tokutei Toushika tou*) as defined in Article 2, Paragraph 3, Item 2(b)(2) of the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") (the "**Professional Investors, Etc.**"). Notes listed on the market ("**Listed Notes**") may involve high investment risk. Investors should be aware of the listing eligibility and timely disclosure requirements that apply to issuers of Listed Notes on the TOKYO PRO-BOND Market and associated risks such as the fluctuation of market prices and shall bear responsibility for their investments. Prospective investors should make investment decisions after having carefully considered the contents of this Program Information.

2. The regulatory framework for the TOKYO PRO-BOND Market is different in fundamental aspects from the regulatory framework applicable to other exchange markets in Japan. Investors should be aware of the rules and regulations of the TOKYO PRO-BOND Market, which are available on the website of Japan Exchange Group, Inc.

3. Tokyo Stock Exchange, Inc. ("**Tokyo Stock Exchange**") does not express opinions or issue guarantees,

etc. regarding the content of this Program Information (including but not limited to, whether this Program Information (a) contains a false statement or (b) lacks information on: (i) important matters that should be announced or (ii) a material fact that is necessary to avoid misleading content) and shall not be liable for any damage or loss.

4. This Program Information is prepared pursuant to Rule 206, Paragraph 2 of the Special Regulations of Securities Listing Regulations Concerning Specified Listed Securities (hereinafter referred to as the "**Special Regulations**") as information prescribed in Article 2, Paragraph 1, Item 1 of the Cabinet Office Ordinance on Provision and Publication of Information on Securities, etc. Accordingly, this Program Information shall constitute Specified Securities Information stipulated in Article 27-31, Paragraph 1 of the FIEA.

5. All prospective investors who purchase the Notes listed or to be listed on the TOKYO PRO-BOND Market should be aware that when they offer to purchase the Notes, they shall be required to (i) enter into and agree the terms of a transfer restriction agreement with the Issuer and/or the person making a solicitation, or (ii) (in the case of a solicitation of an offer to acquire the Notes to be newly issued) agree to comply with the terms of a transfer restriction. The terms of such transfer restriction agreement or transfer restriction provide that prospective investors agree not to sell, transfer or otherwise dispose of the Notes to be held by them to any person other than the Professional Investors, Etc., except for the transfer of the Notes to the following:

   (a) the Issuer or the Officer (meaning directors, company auditors, executive officers or persons equivalent thereto) thereof who holds shares or equity pertaining to voting rights exceeding 50% of all the voting rights in the Issuer which is calculated by excluding treasury shares or any non-voting rights shares (the "**Voting Rights Held by All the Shareholders, Etc.**" (*Sou Kabunushi Tou no Giketsuken*)) (as prescribed in Article 29-4, Paragraph 2 of the FIEA) of the Issuer under his/her own name or another person's name (the "**Specified Officer**" (*Tokutei Yakuin*)), or a juridical person (excluding the Issuer) whose shares or equity pertaining to voting rights exceeding 50% of the Voting Rights Held by All the Shareholders, Etc., are held by the Specified Officer (the "**Controlled Juridical Person, Etc.**" (*Hi-Shihai Houjin Tou*)) including a juridical person (excluding the Issuer) whose shares or equity pertaining to voting rights exceeding 50% in total of the Voting Rights Held by All the Shareholders, Etc. are held by the Specified Officer and/or the Controlled Juridical Person, Etc. under its own name or another person's name (as prescribed in Article 11-2, Paragraph 1, Item 2 (c) of the Cabinet Office Ordinance on Definitions under Article 2 of the Financial Instruments and Exchange Act (MOF Ordinance No. 14 of 1993, as amended)); or

   (b) a company that holds shares or equity pertaining to voting rights exceeding 50% of the Voting Rights Held by All the Shareholders, Etc. of the Issuer in its own name or another person's name.

6. When (i) a solicitation of an offer to acquire the Notes or (ii) an offer to sell or a solicitation of an offer to purchase the Notes (collectively, "**Solicitation of the Note Trade**") is made, the following matters shall be notified from the person who makes such Solicitation of the Note Trade to the person to whom such Solicitation of the Note Trade is made:

   (a) no securities registration statement (pursuant to Article 4, Paragraphs 1 through 3 of the FIEA) has been filed with respect to the Solicitation of the Note Trade;

   (b) the Notes fall, or will fall, under the Securities for Professional Investors (*Tokutei Toushika Muke Yukashoken*) (as defined in Article 4, Paragraph 3 of the FIEA);

   (c) any acquisition or purchase of the Notes by such person pursuant to any Solicitation of the Note Trade is conditional upon such person (i) entering into an agreement providing for the restriction on transfer of the Notes as set forth in note 6 above, (x) with each of an Issuer and the person making such Solicitation of the Note Trade (in the case of a solicitation of an offer to acquire the Notes to be newly issued), or (y) with the person making such Solicitation of the Note Trade (in the case of an offer to sell or a solicitation of an offer to purchase the Notes already issued), or (ii) agreeing to comply with the restriction on transfer of the Notes as set forth in note 6 above (in the case of a solicitation of an offer to acquire the Notes to be newly issued);

   (d) Article 4, paragraphs 3, 5 and 6 of the FIEA will be applicable to such certain solicitation, offers and other activities with respect to the Notes as provided in Article 4, paragraph 2 of the FIEA;

   (e) the Specified Securities Information, Etc. (*Tokutei Shouken Tou Jouhou*) (as defined in Article 27-33

of the FIEA) with respect to the Notes and the Issuer Information, Etc. (*Hakkosha Tou Jouhou*) (as defined in Article 27-34 of the FIEA) with respect to the Issuer have been or will be made public by way of such information being posted on the website maintained by the TOKYO PRO-BOND Market (https://www.jpx.co.jp/equities/products/tpbm/index.html or any successor website) in accordance with Articles 210 and 217 of the Special Regulations of Securities Listing Regulations Concerning Specified Listed Securities of the Tokyo Stock Exchange; and

(f) the Issuer Information, Etc. will be provided directly to the Noteholders or made public pursuant to Article 27-32 of the FIEA.

7. The Issuer has been rated A2 by Moody's Investors Service, Inc. and A- by Standard & Poor's International LLC.

A credit rating is not a recommendation to buy, sell or hold securities. There is no assurance that a rating will remain for any given period of time or that a rating will not be suspended, lowered or withdrawn by the relevant rating agency if, in its judgement, circumstances in the future so warrant. The Issuer has from time to time been subject to its ratings being lowered.

Neither Moody's Investors Service, Inc. nor Standard & Poor's International LLC has been registered under Article 66-27 of the FIEA.

Unregistered credit rating firms are not subject to any supervision of the Financial Services Agency of Japan or regulations applicable to credit rating firms, including obligations to disclose information, nor obligated to publicize information regarding such matters as listed in Article 313, Paragraph 3, Item 3 of the Ordinance of the Cabinet Office Concerning Financial Instruments Business, etc. (the "**Cabinet Office Ordinance**").

Moody's Investors Service, Inc. has Moody's Japan K.K. (registration number: Commissioner of Financial Services Agency (*kakuzuke*) No. 2) ("**Moody's Japan**") and Standard & Poor's International LLC has S&P Global Ratings Japan Inc. (registration number: Commissioner of Financial Services Agency (*kakuzuke*) No. 5) ("**S&P Japan**") respectively within their respective groups as registered credit rating firms under Article 66-27 of the FIEA ("**Registered Credit Rating Firms**"), and Moody's Investors Service, Inc. and Standard & Poor's International LLC are specified affiliated corporations (as defined in Article 116-3, Paragraph 2 of the Cabinet Office Ordinance) of the respective Registered Credit Rating Firms referred to above. The assumptions, significance and limits of the credit ratings given by Moody's Investors Service, Inc. and Standard & Poor's International LLC are made available in the Japanese language on the respective websites of (i) Moody's Japan, at "Basis, meaning, and limits of credit ratings" posted under "Related to Explanations of Unregistered Credit Ratings" in the column entitled "Use of Ratings by Unregistered Firm" on the page entitled "Credit Rating Business" on its website (https://www.moodys.com/pages/default_ja.aspx) and (ii) S&P Japan, at "Assumptions, Significance and Limitations of Credit Ratings" posted under "Information on Unregistered Credit Ratings" on its website (http://www.standardandpoors.com/ja_JP/web/guest/regulatory/unregistered), which are made available for the public on the Internet.

8. The selling restrictions set forth in notes 5 and 6 above shall prevail over those set forth in the section entitled "TRANSFER AND SELLING RESTRICTIONS – JAPAN" in this Program Information.

9. The Issuer's 2022 Annual Report in 20-F filed with United States Securities and Exchange Commission is incorporated in this Program by reference. The 2022 Annual Report in 20-F is available at:

https://santandercl.gcs-web.com/static-files/44dc5a0b-5c53-4bb4-b978-07b863dbea9a

Base Prospectus
June 24, 2022

Banco Santander-Chile

(Santiago, Chile)

U.S.$5,500,000,000
Medium Term Notes Program

Under this U.S.$5,500,000,000 Medium-Term Notes Program (the "**Program**"), Banco Santander-Chile (the "**Issuer**," the "**Bank**" or "**Santander-Chile**") may from time to time issue medium term notes ("**Notes**") which may be issued on a subordinated or unsubordinated basis. The Notes will be denominated in any currency agreed upon between the Issuer and the relevant Dealer (as defined below).

This document (the "**Base Prospectus**") constitutes a base prospectus for the purposes of Article 8 of the Prospectus Regulation. When used in this Base Prospectus, "Prospectus Regulation" means Regulation (EU) 2017/1129 (as amended or superseded).

Factors which may affect the Issuer's ability to fulfil its obligations under Notes issued under the Program and factors which are material for the purpose of assessing the market risks associated with Notes issued under the Program are set out in "Risk Factors."

The Base Prospectus has been approved by the Central Bank of Ireland, as Irish competent authority under the Prospectus Regulation. The Central Bank of Ireland only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer nor of the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to the Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**"), or other regulated markets for the purposes of Directive 2014/65/EU as amended (the "**Markets in Financial Instruments Directive II**") or which are to be offered to the public in a Member State of the European Economic Area.

Application has been made to Euronext Dublin for Notes issued under the Program to be admitted to the official list (the "**Official List**") and to trading on the regulated market. The regulated market of Euronext Dublin is a regulated market for the purposes of the Markets in Financial Instruments Directive.

Arrangers

Deutsche Bank **Santander**

Dealers

BNP PARIBAS	**BofA Securities**	**Citigroup**
Crédit Agricole CIB	**Credit Suisse**	**Daiwa Capital Markets**
Deutsche Bank	**Deutsche Bank Securities**	**Goldman Sachs & Co. LLC**
HSBC	**J.P. Morgan**	**Mizuho Securities**
Morgan Stanley	**Santander**	**Scotiabank**
SMBC Nikko	**Standard Chartered Bank**	**UBS Investment Bank**
UniCredit Bank		**Wells Fargo Securities**

RESPONSIBILITY STATEMENT

The Issuer with its registered office in Santiago, Chile, is solely responsible for the information given in this Base Prospectus. The Issuer hereby declares that to the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

IMPORTANT NOTICES

Copies of Final Terms (as defined below) will be available from the registered office of the Issuer and the specified office set out below of each of the Paying Agents (as defined below). Final Terms will be published on the website of the Issuer at https://santandercl.gcs-web.com/debt-market-risk. None of the information contained on the Issuer's website forms part of this Base Prospectus unless that information is incorporated by reference into this Base Prospectus.

This Base Prospectus should be read and understood in conjunction with any supplement hereto and with any other documents incorporated herein by reference (see "Documents Incorporated by Reference"). Full information on the Issuer and any Notes issued under the Program is only available on the basis of the combination of this Base Prospectus (including any supplement and any document incorporated by reference herein) and the relevant Final Terms.

No person is or has been authorized to give any information or to make any representations, other than those contained in this Base Prospectus, in connection with the Program or the issue and sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorized by Santander-Chile. Neither the delivery of this Base Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date hereof.

Neither this Base Prospectus nor any other information supplied in connection with the Program or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Base Prospectus or any recipient of any other information supplied in connection with the Program or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Program or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to subscribe for or to purchase any Notes.

Any information sourced from third parties contained in this Base Prospectus has been accurately reproduced (and is clearly sourced where it appears in this Base Prospectus) and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Base Prospectus is valid for a period of twelve months from the date of approval. The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes. The obligation to prepare a supplement to this Base Prospectus in the event of any significant new factor, material mistake or material inaccuracy does not apply when the Base Prospectus is no longer valid.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained in the related documents is accurate and complete subsequent to the date hereof or that there has been no adverse change in the financial condition of the Issuer since such date or that any other information supplied in connection with the Program is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

For so long as any Notes remain outstanding, the Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Prospectus for use in connection with any subsequent issue of Notes.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States of America (the "**United States**") or its possessions or to United States persons, except in certain transactions permitted by United States Treasury Regulations and other guidance. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and the regulations promulgated thereunder.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the United Kingdom, the European Economic Area (the "**EEA**") (and, in particular, without limitation, in Luxembourg, France, Italy and the Netherlands), Australia, Brazil, Canada, Chile, Dubai, Hong Kong, Japan, Peru, Singapore and Switzerland (see "Transfer and Selling Restrictions" on pages 132 to 142). In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Notes being offered, including the merits and risks involved. The Notes have not been approved or disapproved by the United States Securities and Exchange Commission (the "**SEC**") or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Base Prospectus or confirmed the accuracy or the adequacy of the information contained in this Base Prospectus. Any representation to the contrary is unlawful.

In particular, Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons unless the Notes are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available. See "Description of the Notes – Forms of Notes" for a description of the manner in which Notes will be issued. Registered Notes are subject to certain restrictions on transfer (see "Transfer and Selling Restrictions"). Registered Notes may be offered or sold within the United States only to QIBs (as defined under "Description of the Notes – Forms of Notes") in transactions exempt from registration under the Securities Act (see "U.S. Information" below).

Neither this Base Prospectus nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

This Base Prospectus has been prepared on the basis that any Notes with a minimum denomination of less than €100,000 (or equivalent in another currency) will (i) only be admitted to trading on an EEA regulated market (as defined in the Markets in Financial Instruments Directive II), or a specific segment of an EEA regulated market, to which only qualified investors (as defined in the Prospectus Regulation) can have access (in which case such Notes shall not be offered or sold to non-qualified investors) or (ii) only be offered to the public in an EEA Member State pursuant to an exemption under Article 1(4) of the Prospectus Regulation.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation or a statement of an opinion (or a report of either of those things) by Santander-Chile, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own appraisal of the condition (financial or otherwise) of the Issuer.

None of the Dealers or the Issuer makes any representation to any purchaser of the Notes regarding the legality of its investment under any applicable laws. Any purchaser of the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time.

Ratings

As of the date of this Base Prospectus, the Issuer has been rated "A1" by Moody's Investors Service, Inc. and "A-" by Standard & Poor's International LLC. Moody's Investors Service, Inc. and Standard & Poor's International LLC are not incorporated in the European Union or currently registered in accordance with the Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No. 513/2011, Directive 2011/61/EU and Regulation (EU) No. 462/2013 (the "**CRA Regulation**"), nor have the ratings given by these agencies been endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation.

Banco Santander Chile is also currently rated by the following credit rating agencies that are registered in accordance with the CRA Regulation: Kroll Bond Rating Agency Europe Limited ("A"), HR Ratings de México, S.A. de C.V. ("AA-"), and Japan Credit Rating Agency Ltd ("A+").

The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 of the CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

The rating of a certain Series or Tranche of Notes to be issued under the Program may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to a relevant Series or Tranche of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed clearly and prominently in the Final Terms.

A rating is not a recommendation to buy, sell or hold Notes issued under the Program and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of the rating assigned to the Issuer may adversely affect the market price of the Notes issued under the Program.

U.S. INFORMATION

This Base Prospectus is being submitted on a confidential basis in the United States to a limited number of QIBs (as defined under "Description of the Notes – Forms of Notes") for informational use solely in connection with the consideration of the purchase of the Notes being offered hereby. Its use for any other purpose in the United States is not authorized. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

Registered Notes may be offered or sold within the United States only to QIBs in transactions exempt from registration under the Securities Act. Each U.S. purchaser of Registered Notes is hereby notified that the offer and sale of any Registered Notes to it may be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A under the Securities Act ("**Rule 144A**").

Each purchaser or Noteholder represented by a Rule 144A Global Note (as defined under "Registered Notes" below) or any Notes issued in registered form in exchange or substitution therefor (together "**Legended Notes**") will be deemed, by its acceptance or purchase of any such Legended Notes, to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in "Transfer and Selling Restrictions." Unless otherwise stated, terms used in this paragraph have the meanings given to them in "Description of the Notes – Forms of Notes."

MIFID PRODUCT GOVERNANCE/TARGET MARKET

The applicable Final Terms in respect of any Notes may include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET

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

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

NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE)

Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

BENCHMARKS REGULATION

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**"). If any such reference rate does constitute such a benchmark, the relevant Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmarks Regulation. Transitional provisions in the Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Final Terms. The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the relevant Final Terms to reflect any change in the registration status of the administrator.

NOTICE TO INVESTORS IN THE EUROPEAN ECONOMIC AREA

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

This Base Prospectus has been prepared on the basis that offers of Notes in any Member State of the European Economic Area will be made pursuant to an exemption under the Prospectus Regulation, from the requirement to publish a prospectus for offers of Notes. Accordingly, any person making or intending to make any offer of the Notes in that Member State may only do so in circumstances in which no obligation arises for the Issuer or any of the Dealers to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor the Dealers have authorized, nor do they authorize, the making of any offer of the Notes in circumstances in which an obligation arises for the Issuer or the Dealers to publish a prospectus for such offer. Neither the Issuer nor the Dealers have authorized, nor do they authorize, the making of any offer of Notes through any financial intermediary, other than offers made by the Dealers, which constitute the final placement of the Notes contemplated in this Base Prospectus. The expression an "offer of Notes to the public" in relation to the Notes of any tranche in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for such Notes, as the same may be varied in that Member State or the United Kingdom by any measure implementing the Prospectus Regulation in that Member State, and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 (as amended or superseded).

NOTICE TO INVESTORS IN THE UNITED KINGDOM

If the applicable Final Terms for the Notes issued under this Base Prospectus includes a legend entitled "Prohibition of Sales to UK Retail Investors", such Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For the purposes of this provision**: (**a) the expression retail investor means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA; and (b) the expression an offer includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

This Base Prospectus is for distribution only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "**Financial Promotion Order**"), (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations, etc.") of the Financial Promotion Order, or (iii) are outside the United Kingdom, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "**relevant persons**"). This Base Prospectus is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Base Prospectus relates is available only to relevant persons and will be engaged in only with relevant persons.

This Base Prospectus has been prepared on the basis that any offer of Notes in the United Kingdom will be made pursuant to an exemption under section 86 of the FSMA from the requirement to publish a prospectus for offers of notes. This Base Prospectus is not a prospectus for the purposes of the UK Prospectus Regulation. Accordingly, any person making or intending to make any offer of the Notes in the United Kingdom may only do so in circumstances in which no obligation arises for the Issuer or any of the Dealers to publish a prospectus pursuant to Article 3 of the UK Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor the Dealers have authorized, nor do they authorize, the making of any offer of the Notes in circumstances in which an obligation arises for the Issuer or the Dealers to publish a prospectus for such offer. Neither the Issuer nor the Dealers have authorized, nor do they authorize, the making of any offer of Notes through any financial intermediary, other than offers made by the Dealers, which constitute the final placement of the Notes contemplated in this Base Prospectus. The expression an "offer of Notes to the public" in relation to the Notes of any tranche in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for such Notes, and the expression "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with any resales or other transfers of Notes that are "**restricted securities**" within the meaning of the Securities Act, the Issuer has undertaken in the Fourth Amended and Restated Dealer Agreement dated June 30, 2016 (the "**Fourth Amended and Restated Dealer Agreement**") to furnish, upon the request of a holder of such Notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, the Issuer is neither a reporting company under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**") nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

The Issuer is a bank organized under the General Banking Law of Chile (*Ley General de Bancos*). All of its directors and executive officers named in this Base Prospectus reside outside of the United States (principally in Chile and Spain) and substantially all of its assets and the assets of these persons are located outside the United States. As a result, it may be difficult for a holder of Notes to effect service of process within the United States on, or bring actions or enforce foreign judgments against, the Issuer or these persons in U.S. courts.

In addition, the Issuer has been advised by Philippi, Prietocarrizosa, Ferrero DU & Uría, Chilean counsel, that no treaty exists between the United States and Chile for the reciprocal enforcement of foreign judgments. There is also doubt as to the enforceability in Chilean courts of judgments of U.S. courts obtained in actions predicated upon the civil liability provisions of the U.S. federal securities laws. Chilean courts, however, have enforced judgments rendered in the United States by virtue of the legal principles of reciprocity and comity, subject to the review in Chile of the U.S. judgment in order to ascertain whether certain basic principles of due process and public policy have been respected, without reviewing the merits of the subject matter of the case. Lastly, the Issuer has been advised by Philippi, Prietocarrizosa, Ferrero DU & Uría that there is doubt as to the enforceability in original actions in Chilean courts of liabilities predicated solely upon U.S. federal securities laws.

The Issuer has appointed CT Corporation System, presently located at 28 Liberty Street, New York, New York 10005, as its authorized agent upon which process may be served in any action which may be instituted in any United States federal or state court having subject matter jurisdiction in the Borough of Manhattan, The City of New York, New York arising out of or based upon the Notes or the fiscal agency agreement governing the Notes. See "Description of the Notes."

In connection with the issue of any Tranche of Notes under the Program, the Dealer or Dealers (if any) named as the Stabilizing Manager(s) (or persons acting on behalf of any Stabilizing Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilization may not necessarily occur. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 calendar days after the issue date of the relevant Tranche of Notes and 60 calendar days after the date of the allotment of the relevant Tranche of Notes. Any stabilization action or over-allotment must be conducted by the relevant Stabilizing Manager(s) (or person(s) acting on behalf of any Stabilizing Manager(s)) in accordance with all applicable laws and rules.

CERTAIN TERMS AND CONVENTIONS

All references to "**Santander Spain**" are to the Issuer's parent company, Banco Santander, S.A. References to the "**Santander Group**" or "**Grupo Santander**" are to the worldwide operations of the Santander Spain conglomerate, as indirectly controlled by Santander Spain and its consolidated subsidiaries, including the Issuer.

As used in this Base Prospectus, the term "**billion**" means one thousand million (1,000,000,000).

In this Base Prospectus, references to "**$**," "**U.S.$**," "**U.S. dollars**" and "**dollars**" are to United States dollars; references to "**Chilean pesos**," "**pesos**" or "**Ch$**" are to Chilean pesos; references to "**€**" "**EUR**," or "**Euro**" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended; and references to "**UF**" are to Unidades de Fomento. The UF is an inflation-indexed Chilean monetary unit with a value in Chilean pesos that changes daily to reflect changes in the official Consumer Price Index ("**CPI**") of the *Instituto Nacional de Estadísticas* (the Chilean National Institute of Statistics) for the previous month. See "Presentation of Financial Information—Exchange Rates" in this Base Prospectus for information regarding exchange rates.

In this Base Prospectus, references to the terms "write-offs" and charge-offs" are synonyms.

In this Base Prospectus, references to the "**Audit Committee**" are to the Issuer's *Comité de Directores y Auditoría*.

In this Base Prospectus, references to the "**BIS**" are to the Bank for International Settlement, and references to "**BIS ratio**" are to the capital adequacy ratio as calculated in accordance with the Basel Capital Accord. References to the "**Central Bank**" are to the *Banco Central de Chile*. References to the "**SBIF**" are to the Chilean Superintendency of Banks and Financial Institutions. References to the "**FMC**" are to the Financial Market Commission, which merged with the SBIF on June 1, 2019.

The language of the Base Prospectus is English. Any foreign language text that is included with or within this document has been included for convenience purposes only and does not form part of the Base Prospectus.

PRESENTATION OF FINANCIAL INFORMATION

General

Santander-Chile is a Chilean bank and maintains its financial books and records in Chilean pesos and prepares its consolidated financial statements in accordance with International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board ("**IASB**"). Any reference to IFRS in this document is to IFRS as issued by the IASB.

As required by local regulations, the Issuer's locally filed consolidated financial statements have been prepared in accordance with the Compendium of Accounting Standards issued by the FMC ("**Chilean Bank GAAP**"). Therefore, the Issuer's locally filed consolidated financial statements have been adjusted to IFRS in order to comply with the requirements of the Securities and Exchange Commission (the "**SEC**"). Chilean Bank GAAP principles are substantially similar to IFRS but there are some exceptions. For further details and a discussion of the main differences between Chilean Bank GAAP and IFRS, see "Item 4. Information on the Company—B. Business Overview—Differences between IFRS and Chilean Bank GAAP" in the Issuer's 2021 IFRS Annual Report.

This Base Prospectus also incorporates by reference the Issuer's consolidated financial statements as of December 31, 2021 and 2020 and for the years ended December 31, 2021, 2020 and 2019 (the "**Audited Consolidated Financial Statements**"). Such Audited Consolidated Financial Statements have been prepared in accordance with IFRS as issued by the IASB, and have been audited by the independent registered public accounting firm PricewaterhouseCoopers Consultores Auditores SpA for the years ended December 31, 2021, 2020 and 2019. See page F-3 of the Audited Consolidated Financial Statements as of December 31, 2021 and 2020 and for the years ended December 31, 2021, 2020 and 2019 for the audit report issued by PricewaterhouseCoopers Consultores Auditores SpA. The Audited Consolidated Financial Statements have been prepared from accounting records maintained by the Issuer and its subsidiaries.

The notes to the Audited Consolidated Financial Statements form an integral part of the Audited Consolidated Financial Statements and contain additional information and narrative descriptions or details of these financial statements.

The Issuer has formatted its financial information according to the classification format for banks in Chile for purposes of IFRS. The Issuer has not reclassified the line items to comply with Article 9 of Regulation S-X. Article 9 is a regulation of the SEC that contains formatting requirements for bank holding company financial statements.

Functional and Presentation Currency

The Chilean peso is the currency of the primary economic environment in which the Issuer operates and the currency that influences its structure of costs and revenues, and in accordance with International Accounting Standard 21 – *The Effects of Changes in Foreign Exchange Rates* has been defined as the functional and presentation currency. Accordingly, all balances and transactions denominated in currencies other than the Chilean peso are treated as "foreign currency." See "Note 1—Summary of Significant Accounting Principles—e) Functional and presentation currency" in the Issuer's Audited Consolidated Financial Statements.

For presentation purposes, the Issuer has translated Chilean pesos (Ch$) into U.S. dollars (U.S.$) using the rate as indicated below under "Exchange Rates," for the financial information included in this Base Prospectus.

Loans

Unless otherwise specified, all references herein (except in the Audited Consolidated Financial Statements) to loans are to loans and financial leases before deduction for loan loss allowance, and, except as otherwise specified, all market share data presented herein is based on information published periodically by the FMC.

Outstanding loans and the related percentages of the Issuer's loan portfolio consisting of corporate and consumer loans as defined in the section entitled "Item 4. Information on the Company—B. Business Overview" in the Issuer's 2021 IFRS Annual Report are categorized based on the nature of the borrower. Outstanding loans and related percentages of the Issuer's loan portfolio consisting of corporate and consumer loans in the section entitled "Item 5. Operating and Financial Review and Prospects—C. Selected Statistical Information"

in the Issuer's 2021 IFRS Annual Report are categorized in accordance with the reporting requirements of the FMC, which are based on the type and term of loans.

Non-performing loans are also presented in accordance with reporting requirements of the FMC and include the entire principal amount and accrued but unpaid interest on loans for which either principal or interest is past-due for 90 days or more. Restructured loans for which no payments are past-due are not ordinarily classified as non-performing loans. See "Item 5. Operating and Financial Review and Prospects—C. Selected Statistical Information—Classification of Loan Portfolio Based on the Borrower's Payment Performance" in the Issuer's 2021 IFRS Annual Report.

At the end of each reporting period the Issuer evaluates the impairment of the loan book. For December 31, 2021, 2020 and 2019 this has been assessed in accordance with IFRS 9. See "Note 1—Summary of Significant Accounting Principles" in the Issuer's Audited Consolidated Financial Statements.

Effect of Rounding

Certain figures included in this Base Prospectus and in the Audited Consolidated Financial Statements have been rounded up for ease of presentation. Percentage figures included in this Base Prospectus have not in all cases been calculated on the basis of such rounded figures but on the basis of such amounts prior to rounding. For this reason, certain percentage amounts in this Base Prospectus may vary from those obtained by performing the same calculations using the figures in the Audited Consolidated Financial Statements. Certain other amounts that appear in this Base Prospectus may not sum due to rounding.

Economic and Market Data

In this Base Prospectus, unless otherwise indicated, all macroeconomic data related to the Chilean economy is based on information published by the Central Bank, and all market share and other data related to the Chilean financial system is based on information published by the FMC and the Issuer's analysis of such information. Information regarding the consolidated risk index of the Chilean financial system as a whole is not available.

Exchange Rates

This Base Prospectus contains translations of certain Chilean peso amounts into U.S. dollars at specified rates solely for the convenience of the reader. These translations should not be construed as representations that the Chilean peso amounts actually represent such U.S. dollar amounts, were converted from U.S. dollars at the rate indicated in the Audited Consolidated Financial Statements, could be converted into U.S. dollars at the rate indicated, were converted or will be converted at all.

Unless otherwise indicated, all U.S. dollar amounts at any year-end, for any period, have been translated from Chilean pesos based on the interbank market rate published by Reuters at 1:30 pm on the last business day of the period. On December 31, 2021, the exchange rate in the Informal Exchange Market as published by Reuters at 1:30 pm was Ch$854.48, or 0.50% more than the observed exchange rate published by the Central Bank for such date of Ch$850.25 per U.S.$1.00. The Federal Reserve Bank of New York does not report a noon buying rate for the Chilean peso. The U.S. dollar equivalent of one UF was U.S.$36.45 as of December 31, 2021, using the observed exchange rate reported by the Central Bank as of December 30, 2021 of Ch$850.25 per U.S.$1.00.

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GENERAL DESCRIPTION OF THE PROGRAM

GENERAL

Under this Program, the Issuer may from time to time issue Notes to one or more of the following Dealers: BNP Paribas, London Branch, BNP Paribas Securities Corp., Citigroup Global Markets Inc., Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, Credit Suisse Securities (USA) LLC, Daiwa Capital Markets America Inc., Deutsche Bank Aktiengesellschaft, Deutsche Bank Securities Inc., Goldman Sachs & Co. LLC, HSBC Bank plc, HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, BofA Securities, Inc., Mizuho International plc, Mizuho Securities USA LLC, , Morgan Stanley & Co. International plc, Santander Investment Securities Inc., Scotia Capital (USA) Inc., SMBC Nikko Securities America, Inc., Standard Chartered Bank, UBS AG London Branch, UBS Securities LLC, UniCredit Bank AG, Wells Fargo Securities, LLC and any other Dealer appointed from time to time in accordance with the Fourth Amended and Restated Dealer Agreement which appointment may be for a specific issue or on an ongoing basis (each a "**Dealer**" and together the "**Dealers**"). References in this Base Prospectus to the "**relevant Dealer**" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to purchase such Notes.

Each Series of Notes is issued either in bearer form or in registered form and Notes comprising each such Series will be issued in each case in the nominal amount of the denomination specified (the "**Specified Denomination**") in the applicable final terms (the "**Final Terms**"). The maximum aggregate principal amount of all Notes from time to time outstanding under the Program will not exceed U.S.$5,500,000,000 (or its equivalent in other currencies calculated as described in the Fourth Amended and Restated Dealer Agreement), subject to increase in accordance with the terms of the Fourth Amended and Restated Dealer Agreement.

Notes will be issued by the Issuer through its head office in Santiago, Chile.

Notes may be distributed by way of public offer (in jurisdictions in which a public offer of the Notes is permitted) or private placement and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the applicable Final Terms.

Notes will be issued on a continuous basis in tranches (each a "**Tranche**"), each Tranche consisting of Notes that are identical in all respects (including as to admission to trading and listing). One or more Tranches that are (i) expressed to be consolidated and forming a single series and (ii) identical in all respects (except for different issue dates, interest commencement dates, issue prices and dates for first interest payments) may form a series ("**Series**") of Notes. Further Notes may be issued as part of existing Series. The specific terms of each Tranche will be set forth in the applicable Final Terms.

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms. Unless otherwise specified in the Final Terms, the minimum Specified Denomination of the Notes will be €100,000 (or, if the Notes are denominated in a currency other than the Euro, the equivalent amount in such currency) or such higher amount as may be allowed or required from time to time by the relevant Central Bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Notes may be issued at an issue price which is at par or at a discount to, or premium over, par, as specified in the applicable Final Terms.

References in this Base Prospectus to Notes which are intended to be listed (and all related references) shall mean that such Notes have been admitted to the Official List and trading on the regulated market of Euronext Dublin. The Program provides that Notes may be listed or admitted to trading on other or further stock exchanges including, but not limited to, the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and the SIX Swiss Exchange, as may be agreed between the Issuer and the relevant Dealer(s) in relation to each issue. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

Prospective purchasers of Notes should ensure that they understand the nature of the relevant Notes and the extent of their exposure to risks and that they consider the suitability of the relevant Notes as an investment in the light of their own financial situation. Certain issues of Notes involve a high degree of risk and potential investors should be prepared to sustain a loss of all or part of their investment.

It is the responsibility of prospective purchasers to ensure that they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, accounting and other business evaluation of the merits and risks of investing in the Notes and are not relying on the advice of the Issuer or any Dealer in that regard. See "Risk Factors" on pages 8 to 47 of this Base Prospectus.

Bearer Notes will be accepted for clearing through one or more Clearing Systems as specified in the applicable Final Terms. These Clearing Systems will include those operated by Clearstream Banking AG, Frankfurt ("**CBF**"), Clearstream Banking, S.A., Luxembourg ("**CBL**") and Euroclear Bank S.A./N.V. ("**Euroclear**").

Registered Notes will either (i) be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**"), (ii) be deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear and CBL, or (iii) be deposited with a custodian or depositary for, and registered in the name of, a nominee of any other clearing system specified for a particular Tranche or Series of Notes, in each case, as specified in the applicable Final Terms. No beneficial owner of an interest in a Registered Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and CBL, in each case to the extent applicable.

Bank of America, National Association, London Branch will act as fiscal agent (the "**Fiscal Agent**"), unless otherwise stated in the applicable Final Terms. Bank of America, National Association, London Branch (the "**Non-U.S. Transfer Agent**") and Bank of America, National Association (the "**U.S. Transfer Agent**") will act as transfer agents (the "**Transfer Agents**"). Bank of America, National Association, London Branch (the "**Non-U.S. Paying Agent**"), Bank of America, National Association (the "**U.S. Paying Agent**") and other institutions, all as indicated in the applicable Final Terms, will act as paying agents (the "**Paying Agents**"). McCann Fitzgerald Listing Services Limited will act as the Irish listing agent (the "**Irish Listing Agent**"). Bank of America, National Association will act as the U.S. registrar (the "**U.S. Registrar**") and Bank of America Europe DAC will act as the European registrar (the "**European Registrar**," and, together with the U.S. Registrar, the "**Registrars**"). The Fiscal Agent, the Transfer Agents, the Paying Agents, the Irish Listing Agent and the Registrars are hereinafter referred to as the "**Agents**."

OVERVIEW OF THE PROGRAM

This overview must be read as an introduction to this Base Prospectus and is provided as an aid to investors when considering whether to invest in the Notes, but is not a substitute for the Base Prospectus. Any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including the documents incorporated by reference.

Conditions for determining price to be included in the Base Prospectus

The price and amount of Notes to be issued under the Program will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

RISK FACTORS

There are certain factors that may affect the ability of the Issuer to fulfill its obligations under Notes issued under the Program. Such factors include liquidity, credit and event risks. In addition, there are certain factors that are material for the purpose of assessing the market risks associated with the Notes issued under the Program, including the structure of a particular issue of Notes and risks related to the market generally. See "**Risk Factors**" above.

THE NOTES AND THE PROGRAM

Issuer:	Banco Santander-Chile
Dealers:	BNP Paribas, London Branch
	BNP Paribas Securities Corp.
	BofA Securities, Inc.
	Citigroup Global Markets Inc.
	Citigroup Global Markets Limited
	Crédit Agricole Corporate and Investment Bank
	Credit Suisse Securities (USA) LLC
	Daiwa Capital Markets America Inc.
	Deutsche Bank Aktiengesellschaft
	Deutsche Bank Securities Inc.
	Goldman Sachs & Co. LLC
	HSBC Bank plc
	HSBC Securities (USA) Inc.
	J.P. Morgan Securities LLC
	Mizuho International plc
	Mizuho Securities USA LLC
	Morgan Stanley & Co. International plc
	Santander Investment Securities Inc.
	Scotia Capital (USA) Inc.
	SMBC Nikko Securities America, Inc.
	Standard Chartered Bank
	UBS AG London Branch
	UBS Securities LLC

	UniCredit Bank AG Wells Fargo Securities, LLC Notes may also be issued to other dealers and to third parties other than dealers.
Fiscal Agent, Non-U.S. Paying Agent, and Transfer Agent:	Bank of America, National Association, London Branch
European Registrar:	Bank of America Europe DAC
Irish Listing Agent:	McCann Fitzgerald Listing Securities Limited
U.S. Paying Agent, U.S. Registrar and U.S. Transfer Agent:	Bank of America, National Association
Distribution:	Notes may be distributed (i) to qualified institutional buyers (as defined in Rule 144A under the Securities Act) and (ii) outside the United States to persons other than U.S. persons (as such terms are defined in Regulation S under the Securities Act) by way of private or public placement, in each case on a syndicated or non-syndicated basis, subject to the selling restrictions described under "*Transfer and Selling Restrictions.*"
Specified Currencies:	Subject to any applicable legal or regulatory restrictions, such currencies as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms).
Maximum Amount:	The aggregate principal amount of Notes outstanding at any time shall not exceed U.S.$5,500,000,000 or the approximate equivalent thereof in another currency calculated as at the issue date of the relevant Notes.
Maturities:	Notes may be issued in such maturities as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Final Terms as the stated maturity), subject to such minimum or maximum term as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency (as defined herein).
Issue Price:	Notes may be issued at an issue price which is equal to, less than or more than their principal amount, as provided in the applicable Final Terms.
Form of Notes:	Notes will be issued in either registered or bearer form as specified in the applicable Final Terms. Each Bearer Note will be represented initially by a temporary global Note, without interest coupons, or a permanent global Note, to be deposited with either a Common Safekeeper (if the global Note is intended to be issued in new global note ("**NGN**") form) or a Common Depositary (if the global Note is not intended to be issued in NGN form) for Euroclear and Clearstream, Luxembourg, for credit to the account designated by or on behalf of the purchaser thereof. The interests of the beneficial owner or owners in a temporary global Note will be exchangeable after the Exchange Date (as defined under "Description of the Notes – Forms of Notes") for an interest in a permanent global Note to be held by either a Common Safekeeper (if the permanent global Note is intended to be issued in NGN form) or a Common Depositary (if the permanent global Note is not intended to be issued in NGN form) for Euroclear and Clearstream, Luxembourg, for credit to the account designated by or on behalf of the beneficial owner thereof, or for definitive Bearer Notes or for definitive Registered Notes (as defined below), as provided in

	the applicable Final Terms. The interests of the beneficial owner or owners in a permanent global Note will be exchangeable for definitive Bearer Notes or for definitive Registered Notes, as provided in the applicable Final Terms. If specified in the applicable Final Terms, Notes of each Tranche will be in fully registered form ("**Registered Notes**"). The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a global note in registered form (a "**Regulation S Global Note**"). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of Notes, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in the Supplement for Registered Notes. The Registered Notes of each Tranche may only be offered and sold in the United States or to U.S. persons in private transactions to "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act ("**QIBs**"). The Registered Notes of each Tranche sold to QIBs will be represented by a global note in registered form (a "**Rule 144A Global Note**" and, together with a Regulation S Global Note, the "**Registered Global Notes**").
Fixed Rate Notes:	The Issuer will pay interest on Fixed Rate Notes on the dates specified in the applicable Final Terms. Fixed interest on Notes will be calculated on the basis of such Fixed Day Count Fraction (as defined under **"**Description of the Notes—Interest and Interest Rates") as may be set forth in the applicable Final Terms.
Floating Rate Notes:	The Issuer will pay interest on Floating Rate Notes on the dates specified in the applicable Final Terms. Each Series of Floating Rate Notes will have one or more interest rate bases as indicated in the applicable Final Terms. Interest on Floating Rate Notes will be calculated on the basis of such Floating Day Count Fraction (as defined under "Description of the Notes—Interest and Interest Rates") as may be set forth in the applicable Final Terms.
Interest Period(s) or Interest Payment Date(s) for Floating Rate Notes:	Such period(s) or date(s) as may be indicated in the applicable Final Terms.
Extendible Notes:	Notes may be issued with an Initial Maturity Date (as defined in "Description of the Notes—General") which may be extended from time to time upon the election of the holders on specified Election Date(s) (as defined in "Description of the Notes—Extendible Notes").
Redemption:	The Final Terms relating to each Tranche of Notes will indicate either that the Notes of that Series cannot be redeemed prior to its stated maturity, or that such Notes will be redeemable for taxation reasons or at the option of the Issuer and/or the Noteholders upon giving not more than 60 nor less than 30 days irrevocable notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as are indicated in the applicable Final Terms; provided, however, that Notes denominated in currencies other than U.S. Dollars may be subject to different restrictions on redemption as described in "Description of the Notes—Special Provisions Relating to

	Foreign Currency Notes—Minimum Denominations, Restrictions on Maturities, Repayment and Redemption."
Denomination of Notes:	Notes may be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms. Unless otherwise specified in the Final Terms, the minimum Specified Denomination of the Notes will be €100,000 (or, if the Notes are denominated in a currency other than the Euro, the equivalent amount in such currency) or such higher amount as may be allowed or required from time to time by the relevant Central Bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.
Taxation:	All payments with respect to the Notes will be made without withholding or deduction for or on account of any taxes or other charges imposed by any governmental authority or agency in the jurisdiction of the Issuer or other Relevant Taxing Jurisdiction (as defined herein), unless such withholding is required by law, in which case, subject to certain exceptions, the Issuer will generally pay Additional Amounts as described in "Description of the Notes—Payment of Additional Amounts." See also "Taxation."
Status of the Notes:	Each Note will be unsecured and will be either a senior or a subordinated debt obligation of the Issuer. Notes which are senior debt obligations will rank equally in right of payment with all other unsecured and unsubordinated obligations of the Issuer. Notes which are subordinated debt obligations will rank junior in right of payment to all senior indebtedness of the Issuer as specified in the applicable Final Terms, which will set forth the precise terms of such subordination. See "Description of the Notes—General."
Rating:	The Notes of each Tranche issued under the Program may be rated or unrated. Where the Notes of a Tranche are rated, such rating (i) will be set out in the Final Terms and (ii) will not necessarily be the same as the rating(s) assigned to the Program. Moreover, the Final Terms will set out whether the rating agency has been registered within the European Union. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Listing and admission to trading:	Each Series of Notes may be admitted to the Official List and trading on the regulated market of Euronext Dublin and/or listed or admitted to trading on or by such other or additional stock exchange(s), competent authority(ies) and/or market(s) or may be unlisted.
Clearing System:	As specified in the applicable Final Terms.
Governing Law:	State of New York.
Selling Restrictions:	The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States to, or for the account or benefit of, U.S. persons except in accordance with Rule 144A or outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act or pursuant to another exemption from the registration requirements of the Securities Act. In addition, Notes issued in bearer form are subject to U.S. tax law requirements. For a description of certain restrictions on offers, sales and deliveries of Notes in the United States, the United Kingdom, the European

	Economic Area, Australia, Canada and certain other jurisdictions. See “Transfer and Selling Restrictions.”
Risk Factors:	Prospective purchasers of the Notes should consider carefully all of the information set forth in this Base Prospectus or any supplement hereto and, in particular, the information set forth under the caption ‘‘Risk Factors” on pages 8 to 47.

RISK FACTORS

An investment in the Notes is subject to risks and uncertainties. You should carefully consider the following risk factors, which should be read in conjunction with all the other information presented in this Base Prospectus, before making any investment decision. The risks and uncertainties described below are not the only ones that the Issuer faces. Additional risks and uncertainties that the Issuer faces, the Issuer does not know about or that it currently thinks are immaterial may also impair the Issuer's business operations. Any of the following risks, if they actually occur, could materially and adversely affect the Issuer's business, results of operations, prospects and financial condition.

Risk factors have been grouped as set out below:

(a) Risk Factors in Respect of the Issuer;

(b) Risk Factors in Respect of Chile;

(c) Risk Factors in Respect of the Notes, including: (i) Risk Factors related to Notes generally and (ii) Risk Factors related to the structure of a particular issue of Notes; and

(d) General Risk Factors.

The risk factors in respect of the Issuer are presented in the following subcategories depending on their nature:

(a) Macro-economic Risks;

(b) Competitive Risks;

(c) Operational Risks;

(d) Financial Risks; and

(e) Legal and Regulatory Risks

During the life of each Series of Notes, risks specified in each of the above sections may impact such Notes at different points in time and for different lengths of time. Each Series of Notes may have a risk profile that changes over time. Prospective investors should seek advice from a professional financial adviser in order to further discuss and understand how the risk profile of a particular Series of Notes will affect their overall investment portfolio.

More than one risk factor may have simultaneous effect with regard to the Notes such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Notes.

Terms used in this section and not otherwise defined shall have the meanings given to them in "Description of the Notes" on pages 68 to 108 of this Base Prospectus.

RISK FACTORS IN RESPECT OF THE ISSUER

MACRO-ECONOMIC RISKS

The global COVID-19 pandemic has materially impacted the Issuer's business, and the continuance of this pandemic or any future outbreak of any other highly contagious diseases or other public health emergency, could materially and adversely impact the Issuer's business, financial condition, liquidity and results of operations.

Since December 2019, different variants of coronavirus (COVID-19) have spread around the world, including Chile. On March 18, 2020, the Chilean government declared a state of emergency, and on March 19, 2020, the government ordered the suspension of all non-essential activities and a mandatory quarantine in neighborhoods with a high concentration of cases. Since that date, different areas of Chile have come in and out of different levels of quarantine. These measures and similar measures have caused significant disruption of regional and global economic activity. These quarantines led to the closure of approximately 20% of the Issuer's branches at the peak of the pandemic. During the pandemic, the Issuer has continued to conduct strict sanitary protocols and restrictions on the number of customers and personnel that can be in any individual branch at a time.

The process to vaccinate the Chilean population began in February 2021, and as of January 6, 2022, over 14.1 million people in Chile over 18 years old were already fully vaccinated, representing 92.3% of the target population. The Chilean Ministry of Health defines "target population" as (1) critical population (*i.e.* individuals exposed to infection due to their work or functions); (2) healthy population (*i.e.* individuals between the ages of 18 and 59); and (3) population at risk (*i.e.* individuals with an increased risk of experiencing grave morbidity, sequels or death due to COVID-19 by reason of age or preexisting conditions). The Chilean government has also begun vaccinating children under 18 years and is currently rolling out booster shots. Moreover, the Public Health Institute (*Instituto de Salud Pública*) granted the necessary emergency approval for the vaccination of children between 6 and 12 years on September 6, 2021, which was later extended to children up to three years old in December 2021. As of January 6, 2022, 3.8 million children between the ages of 3 and 17 have received vaccines with over 80% and 68% of this population having received the first dose and the second dose, respectively. Furthermore, over 11.5 million booster shots have been applied to the population over the age of 12. However, no assurances can be made as to whether the vaccination process will continue at the same rate or as to the effects it may have on the health of the Chilean population and the Chilean economy.

Chile has also begun opening its borders, enabling foreigners that have already been vaccinated to enter the country. The vaccination program has contributed to the slowing down of the spread of COVID-19 and has enabled the Chilean economy to begin recovery. However, as new variants of the COVID-19 virus spread throughout the world, the long-term ramifications of the COVID-19 pandemic are highly uncertain, and it is hard to predict the duration of the pandemic and its effects on the global and Chilean economy and on the Issuer's business.

The Chilean government also rolled out a series of measures to increase liquidity for households, including an Emergency Plan for the Protection of Family Income, and Economic and Employment Reactivation (*Plan de Emergencia por la Protección de los ingresos de las Familias y la Reactivación Económica y del Empleo*) that is available for 90% of Chilean households, benefiting around 14.8 million people as of May 2021. These households received a monthly income for the months June, July, and August 2021, amounting to a total estimated government expense of U.S.$8.7 billion, and then a further 50% of this expense for September and then the full amount for the October and November 2021. During 2021, approximately U.S.$24,000 million was disbursed under this program. No assurances can be made as to whether this program (or similar programs) will continue on an ongoing basis.

In 2020, GDP fell 5.8% with an unemployment rate of 10.2% as of December 2020 as a result of the pandemic and subsequent lockdowns. However, improvements in terms of trade and better economic activity have led to the economy quickly recovering and the GDP is expected to have grown 12% in 2021. For 2022, GDP is expected to grow between 1.5% and 2.5%.

In Chile, the industries and sectors that have been most impacted have been hotels, casinos, tourism, restaurants and airlines. As of December 31, 2021, the Issuer's loan exposures to these industries totaled approximately 0.11% of its loan book.

The Chilean government has also announced a series of measures to support lending. The largest measures were to provide an additional U.S.$3 billion to the *Fondo de Garantía para Pequeños Empresarios* (Small Enterprise Guarantees Fund, or "FOGAPE"), a state fund that guarantees loans, leases and other credits provided to small businesses, extend FOGAPE's coverage to companies with annual sales of up to UF 1 million (U.S.$34 million) and further amend the rules and regulations governing FOGAPE to encourage banks to provide lending to small businesses. Under FOGAPE's new regulations, domestic banks, including the Issuer, may provide loans with preferential interest rates equal to the monetary policy rate ("MPR") plus 3% and terms of up to 48 months to eligible companies in an aggregate amount equal to up to 3 months of a company's sales and receive a guarantee from FOGAPE of between 60% and 85% of each loan. Any recovery of all or a portion of a non-performing loan will first be used to satisfy the non-guaranteed portion of the principal amount of the loan as well as legal fees, followed by the amount of the guarantee provided by FOGAPE and lastly any accrued and unpaid interest and fees. In order to receive the guarantee from FOGAPE, such loans must have a 6-month grace period before a company must begin repaying the loan. In addition, companies that receive loans guaranteed by FOGAPE pursuant to these new regulations will be entitled to defer loan payments for a period of 6 months.

In February 2021, the government approved the FOGAPE 2.0 – or FOGAPE Reactiva – program. The maximum rate was set at a monthly rate of TPM (overnight rate) plus 0.6%, implying an annual rate of 7.2%. The program's focus was to direct the loans towards SME investments and not only towards working capital needs.

Although the Issuer has received guarantees from FOGAPE for a portion of the FOGAPE loans it has granted, if the Issuer's clients default on their payment obligations under these loans when they become due, or they otherwise fail to timely comply with their obligations under these loans, this will result in higher levels of non-performing loans in the future and require the recognition of additional allowances for loan losses. Moreover, the Issuer must share with FOGAPE a portion of any recovery made on non-performing loans guaranteed by FOGAPE. In addition, all other loans previously disbursed to a client from the same bank from which they receive the FOGAPE loan will also be granted a 6-month grace period for repayment. If the Issuer's clients default on their obligations under these loans, which are not guaranteed by FOGAPE, when such grace period ends, it could result in higher levels of non-performing loans in the future and require the recognition of additional allowances for loan losses.

As of December 31, 2021, the Issuer had approved Ch$2.0 trillion (U.S.$2.34 billion) of FOGAPE loans to its SME and middle-market clients, including Ch$876,698 million in FOGAPE Reactiva. For loans under the original FOGAPE program, the Issuer granted its clients grace periods, which have already expired as of December 31, 2021. The Issuer did not grant grace periods for the Fogape Reactiva loans. Of those under normal payment schedule, over 97% have been paying on time, while only 2.6% show impairment as of December 2021. Despite these positive figures, the Issuer cannot assure that these repayment trends will continue in the future and a greater extension of the COVID-19 pandemic could result in a greater deterioration of the payment ability of clients with a FOGAPE loan.

The FMC has issued regulations regarding the granting of grace periods for mortgages, consumer loans and commercial loans that have been affected by the COVID-19 pandemic, which may impact the Issuer's results.

Additionally, the Issuer provided grace periods for its consumer portfolio for up to 3 months, its mortgage portfolio for up to 6 months, and other commercial loans up to 6 months to debtors who were 0–30 days overdue as of March 31, 2021. In view of the persistence of the COVID-19 pandemic, with the consequent effects on the normal development of economic activities, on April 23, 2021, the FMC instructed the Issuer to extend these grace periods until July 31, 2021. As of December 31, 2021, the Issuer had provided a grace period according to the guidelines established by its regulator for Ch$7.9 trillion of its loans, of which none are still subject to a grace period.

As of December 31, 2021, Ch$7,669 billion corresponds to clients who are servicing their debt properly, and Ch$209 billion corresponds to clients who defaulted or requested additional extensions.

Despite this favorable evolution of asset quality, there is still risk of an increase in the NPL ratio due to the duration of the COVID-19 pandemic, the emergence of new COVID-19 variants and the uncertainty of their effect on the effectiveness of vaccines, the extent and length of the economic downturn and the rules and regulations put in place to combat the COVID-19 pandemic and its effects in the future.

The extent to which the COVID-19 pandemic impacts the Issuer's results will depend on the duration of the pandemic and the level of continued disruption to Chilean, regional and global economic activity, which is impossible to predict at this time. Future developments with respect to the COVID-19 pandemic are highly uncertain and new information may emerge concerning the severity of the COVID-19 pandemic and the actions taken to contain it. Furthermore, there are no indications the Chilean government will continue providing loan support programs or other forms of relief or assistance for private sector entities such as the Issuer. If the pandemic continues and further government programs are not initiated, or the ones in place are not effective, this could have a material adverse effect on the Issuer.

Latam Airlines' bankruptcy may have a material adverse effect on the Issuer's business.

On May 26, 2020, Latam Airlines Group S.A. ("Latam") and its affiliates in Chile, Peru, Colombia, Ecuador and the United States filed for Chapter 11 bankruptcy in the United States. In Latam's filings with bankruptcy court, the Issuer was identified as having one of Latam's 40 largest unsecured claims. This claim is for the frequent flier mileage program the Issuer and Latam operate, through which holders of the Issuer's and Latam's co-branded credit card accumulate airline miles with each spend on their credit card. The Issuer's balance sheet as of December 31, 2021 included a pre-paid expense for miles acquired under this program valued at Ch$312,019 million (U.S.$365 million) in Other Assets.

Latam and its affiliates will be able to continue flying during the pendency of its Chapter 11 bankruptcy case. In initial hearings held on May 28, 2020 under the Chapter 11 restructuring process, Latam's motion to continue honoring its mileage program was approved. In November 2021, Latam finally reached a deal with key stakeholders, with creditors led by Sixth Street Partners, Sculptor Capital, and SVPGlobal agreeing to take control of the company. Latam plans to issue US$800 million of common stock, with existing shareholders having a preferential subscription right over these new shares. Latam will also issue US$2.75 billion of new debt to repay creditors. As a result of the foregoing, Latam's debt will decrease from US$11 billion to US$7 billion. As of the date hereof, the Issuer does not see the need to re-value or recognize an impairment for this pre-paid expense, as the mileage program has continued to function normally, as approved by the Chapter 11 restructuring process. However, such assets may become impaired in the future as a result of the bankruptcy proceedings and the Issuer cannot assure that at a future date the restructuring process that Latam is undergoing will not have a material adverse effect on its business.

The Issuer's growth, asset quality and profitability, among others, may be adversely affected by a slowdown in the Chilean economy, as well as volatile macroeconomic and political conditions.

A slowdown or recession in Chile, such as the severe recession faced as a result of the COVID-19 pandemic during 2020, could lead major financial institutions, including some of the world's largest global commercial banks, investment banks, mortgage lenders, mortgage guarantors and insurance companies to experience significant difficulties, including runs on deposits, the need for government aid or assistance or the need to reduce or cease providing funding to borrowers (including to other financial institutions).

Volatile conditions in the global financial markets could also have a material adverse effect on the Issuer, including on its ability to access capital and liquidity on financial terms acceptable to the Issuer, if at all. If capital markets financing ceases to become available, or becomes excessively expensive, the Issuer may be forced to raise the rates the Issuer pays on deposits to attract more customers and become unable to maintain certain liability maturities. Any such increase in capital markets funding availability or costs or in deposit rates could have a material adverse effect on the Issuer's interest margins and liquidity.

The Issuer may face, among others, the following risks related to any future economic downturn and volatile conditions:

- Reduced demand for the Issuer's products and services, which may result in reduced profits.
- Increased regulation of the Issuer's industry. Compliance with such regulation could increase the Issuer's costs and affect the pricing for the Issuer's products and services, increase its conduct and regulatory risks related to non-compliance and limit its ability to pursue business opportunities.
- Inability of the Issuer's borrowers to timely or fully comply with their existing obligations. Macroeconomic shocks may negatively impact the income of the Issuer's customers, both retail and corporate, and may adversely affect the recoverability of its loans, resulting in increased loan losses.

- The process the Issuer uses to estimate losses inherent in the Issuer's credit exposure requires complex judgements, including forecasts of economic conditions and how these economic conditions might impair the ability of the Issuer's borrowers to repay their loans. The degree of uncertainty concerning economic conditions may adversely affect the accuracy of the Issuer's estimates, which may, in turn, impact the reliability of the process and the sufficiency of the Issuer's loan loss allowances.

- The value and liquidity of the portfolio of investment securities that the Issuer holds may be adversely affected, which may result in losses.

- In 2022, the military conflict between the Russian Federation and Ukraine is contributing to further increases in the prices of energy, oil and other commodities and to volatility in financial markets globally as well as a new landscape in relation to international sanctions.

If all or some of the foregoing risks were to materialize, this could have a material adverse effect on the Issuer's financing availability and terms and, more generally, on its results, financial condition and prospects.

The growth rate of the Issuer's loan portfolio may be affected by economic turmoil, which could also lead to a contraction in the Issuer's loan portfolio.

There can be no assurance that the Issuer's loan portfolio will continue to grow at similar rates to the historical growth rates. A reversal of the rate of growth of the Chilean economy, a slowdown in the growth of customer demand, an increase in market competition or changes in governmental regulations could adversely affect the rate of growth of the Issuer's loan portfolio and the Issuer's risk index and, accordingly, increase the Issuer's required allowances for loan losses. Economic turmoil could materially adversely affect the liquidity, businesses and financial condition of the Issuer's customers as well as lead to a general decline in consumer spending and a rise in unemployment. All this could in turn lead to decreased demand for borrowings in general.

Climate change can create transition risks, physical risks, and other risks that could adversely affect the Issuer.

There is increasing concern over the risks of climate change and related environmental sustainability matters. Climate change may imply three primary drivers of financial risk that could adversely affect the Issuer:

- Transition risks associated with the move to a low-carbon economy, both at idiosyncratic and systemic levels, such as through policy, regulatory and technological changes, which could increase its exposures and impact its strategies.

- Physical risks related to discrete events, such as flooding and wildfires, and extreme weather impacts and longer term shifts in climate patterns, such as extreme heat, rising sea level and more frequent and prolonged drought, which could result in financial losses that could impair asset values and the creditworthiness of the Issuer's customers. Such events could disrupt the Issuer's operations or those of its customers or third parties on which it relies and does business with, including through direct damage to assets and indirect impacts from supply chain disruption and market volatility.

- Liability risks derived from parties who may suffer losses from the effects of climate change and may seek compensation from those they hold responsible such as state entities, regulators, investors and lenders.

These primary drivers could result, among others, in the following financial risks:

- Credit risks: Physical climate change could lead to increased credit exposure and companies with business models not aligned with the transition to a low-carbon economy may face a higher risk of reduced corporate earnings and business disruption due to new regulations or market shifts.

- Market risks: Market changes in the most carbon-intensive sectors could affect energy and commodity prices, corporate bonds, equities and certain derivatives contracts. Increasing frequency of severe weather events could affect macroeconomic conditions, weakening fundamental factors such as economic growth, employment and inflation.

- Operational risks: Severe weather events could directly impact business continuity and operations of both the Issuer and its customers.

- Reputational risk: the Issuer's reputation and client relationships may be damaged as a result of its practices and decisions related to climate change and the environment, or to the practices or involvement of its clients, in certain industries or projects associated with causing or exacerbating climate change.

As climate risk is interconnected with all key risk types, the Issuer has developed and continues to enhance processes to embed climate risk considerations into its risk management strategies; however, because the timing and severity of climate change may not be predictable, its risk management strategies may not be effective in mitigating climate risk exposure.

Any of the conditions described above could have a material adverse effect on the Issuer's business, financial condition and results of operations.

COMPETITIVE RISKS

Increased competition, including from non-traditional providers of banking services such as financial technology providers, and industry consolidation may adversely affect the Issuer's results of operations.

The Issuer faces substantial competition in all parts of its business, including in payments, in originating loans and in attracting deposits. The competition in originating loans comes principally from other domestic and foreign banks, mortgage banking companies, consumer finance companies, insurance companies and other lenders and purchasers of loans.

The Chilean market for financial services is highly competitive. The Issuer competes with other private sector Chilean and non-Chilean banks, with Banco del Estado de Chile, the principal government-owned sector bank, with department stores and with larger supermarket chains that make consumer loans and sell other financial products to a large portion of the Chilean population. The lower to middle-income segments of the Chilean population and the small- and mid- sized corporate segments have become the target markets of several banks and competition in these segments may increase. In addition, there has been a trend towards consolidation in the Chilean banking industry in recent years, which has created larger banks with which the Issuer must now compete. There can be no assurance that this increased competition will not adversely affect the Issuer's growth prospects, and therefore its operations. The Issuer also faces competition from non-bank (such as insurance companies, *cajas de compensación* and *cooperativas*) and non-finance competitors (principally department stores, auto-lenders and larger supermarket chains) with respect to some of its credit products, such as credit cards, consumer loans and insurance brokerage. In addition, the Issuer faces competition from non-bank finance competitors, such as leasing, factoring, automobile finance and brokerage companies, department stores, with respect to some credit products, and mutual fund and pension fund management companies and insurance companies, with respect to some savings products.

Non-traditional providers of banking services, such as fintechs, internet-based e-commerce providers, mobile telephone companies and internet search engines may offer and/or increase their offerings of financial products and services directly to customers. These non-traditional providers of banking services currently have an advantage over traditional providers because they are not subject to banking regulation. Several of these competitors may have long operating histories, large customer bases, strong brand recognition and significant financial, marketing and other resources. They may adopt more aggressive pricing and rates and devote more resources to technology, infrastructure and marketing.

New competitors may enter the market or existing competitors may adjust their services with unique product or service offerings or approaches to providing banking services. If the Issuer is unable to successfully compete with current and new competitors, or if the Issuer is unable to anticipate and adapt its offerings to changing banking industry trends, including technological changes, the Issuer's business may be adversely affected. In addition, the Issuer's failure to effectively anticipate or adapt to emerging technologies or changes in customer behavior, including among younger customers, could delay or prevent its access to new digital-based markets, which would in turn have an adverse effect on the Issuer's competitive position and business. Furthermore, the widespread adoption of new technologies, including distributed ledger, artificial intelligence and/or biometrics such as cryptocurrencies and payments, could require substantial

expenditures to modify or adapt the Issuer's existing products and services as the Issuer continues to grow its internet and mobile banking capabilities. The Issuer's customers may choose to conduct business or offer products in areas that may be considered speculative or risky. Such new technologies and mobile banking platforms in recent years could negatively impact the value of the Issuer's investments in bank premises, equipment and personnel for the Issuer's branch network.

The persistence or acceleration of this shift in demand towards internet and mobile banking may necessitate changes to the Issuer's retail distribution strategy, which may include closing and/or selling certain branches and restructuring its remaining branches and work force. These actions could lead to losses on these assets and may lead to increased expenditures to renovate, reconfigure or close a number of the Issuer's remaining branches or to otherwise reform its retail distribution channel. Furthermore, the Issuer's failure to implement such changes to its distribution strategy swiftly and effectively could have an adverse effect on its competitive position.

In particular, the Issuer faces the challenge to compete in an ecosystem where the relationship with the consumer is based on access to digital data. This access is increasingly dominated by digital platforms and fintechs that are already eroding the Issuer's results in very relevant markets such as payments. This privileged access to data can be levered to compete with the Issuer in other adjacent markets and may reduce the Issuer's operations and margins in core businesses such as lending and/or wealth management. The alliances that the Issuer's competitors are starting to build with Big Techs can make it more difficult for the Issuer to successfully compete with them and could adversely affect the Issuer.

Increasing competition could also require that the Issuer increase its rates offered on deposits or lower the rates it charges on loans, which could also have a material adverse effect on the Issuer, including its profitability. It may also negatively affect the Issuer's business results and prospects by, among other things, limiting the Issuer's ability to increase its customer base and expand its operations and increasing competition for investment opportunities.

If the Issuer's customer service levels were perceived by the market to be materially below those of its competitor financial institutions, the Issuer could lose existing and potential business. If the Issuer is not successful in retaining and strengthening customer relationships, it may lose market share, incur losses on some or all of its activities or fail to attract new deposits or retain existing deposits, which could have a material adverse effect on its operating results, financial condition and prospects.

The Issuer's ability to maintain its competitive position depends, in part, on the success of new products and services the Issuer offers its clients and its ability to offer products and services that meet the customers' needs during the whole life cycle of the products or services, and the Issuer may not be able to manage various risks it faces as it expands its range of products and services that could have a material adverse effect on it.

The success of the Issuer's operations and its profitability depends, in part, on the success of new products and services it offers its clients and its ability to offer products and services that meet the customers' needs during all their life cycle. However, the Issuer's clients' needs or desires may change over time, and such changes may render the Issuer's products and services obsolete, outdated or unattractive and the Issuer may not be able to develop new products that meet its clients' changing needs. The Issuer's success is also dependent on its ability to anticipate and leverage new and existing technologies that may have an impact on products and services in the banking industry. Technological changes may further intensify and complicate the competitive landscape and influence client behavior. If the Issuer cannot respond in a timely fashion to the changing needs of its clients, the Issuer may lose clients, which could in turn materially and adversely affect the Issuer. In addition, the cost of developing products is likely to affect the Issuer's results of operations.

As the Issuer expands the range of its products and services, some of which may be at an early stage of development in the markets of certain regions where it operates, it will be exposed to new and potentially increasingly complex risks, such as the conduct risk in the relationship with customers, and development expenses. The Issuer's employees and the Issuer's risk management systems, as well as its experience and that of its partners, may not be sufficient to enable it to properly manage such risks. Any or all of these factors, individually or collectively, could have a material adverse effect on the Issuer.

The Issuer's strong position in the credit card market is in part due to the Issuer's credit card co-branding agreement with Latam Airlines. This agreement was renewed in January 2019 for seven more years. Once this agreement expires, no assurance can be given that it will be renewed, which may materially and

adversely affect the Issuer's results of operations and financial condition in the credit card business. See "—Latam Airlines' bankruptcy may have a material adverse effect on the Issuer's business."

While the Issuer has successfully increased its customer service levels in recent years, should these levels ever be perceived by the market to be materially below those of its competitors, the Issuer could lose existing and potential business opportunities. If the Issuer is not successful in retaining and strengthening customer relationships, it may lose market share, incur losses on some or all of its activities or fail to attract new deposits or retain existing deposits, which could have a material adverse effect on its operating results, financial condition and prospects.

OPERATIONAL RISKS

The financial problems faced by the Issuer's customers could adversely affect the Issuer.

Potential market turmoil and economic recession could materially and adversely affect the liquidity, credit ratings, businesses and/or financial conditions of the Issuer's borrowers, which could in turn increase the Issuer's non-performing loan ratios, impair the Issuer's loan and other financial assets and result in decreased demand for borrowings in general. In addition, the Issuer's customers may further significantly decrease their risk tolerance to non-deposit investments such as stocks, bonds and mutual funds, which would adversely affect the Issuer's fee and commission income. Any of the conditions described above could have a material adverse effect on the Issuer's business, financial condition and results of operations.

The Issuer may generate lower revenues from fee and commission based businesses.

The fees and commissions that the Issuer earns from the different banking and other financial services that the Issuer provides represent a significant source of the Issuer's revenues. Regulatory changes that modify the fees the Issuer may charge could adversely affect the Issuer's fee and commission income.

A portion of the Issuer's fee income is derived from the brokerage of mutual funds, stocks and bonds, and a market downturn could result in significantly lower fees from these sources. The Issuer sold its asset management business in 2013 and signed a management service agreement for a 10 year-period with the acquirer of this business in which it sells asset management funds on their behalf. Therefore, even in the absence of a market downturn, below-market performance by the mutual funds of the firm the Issuer brokers for may result in a reduction in revenue the Issuer receives from selling asset management funds and adversely affect the Issuer's results of operations.

The growth of the Issuer's loan portfolio may expose the Issuer to increased loan losses. The Issuer's exposure to individuals and small and mid-sized businesses could lead to higher levels of past due loans, allowances for loan losses and charge-offs.

The further expansion of the Issuer's loan portfolio (particularly in the consumer, small- and mid-sized companies and real estate segments) can be expected to expose the Issuer to a higher level of loan losses and require the Issuer to establish higher levels of provisions for loan losses. See "Note 8—Loans and Accounts Receivable at Amortized Cost" and "Note 10—Loans and Accounts Receivable at Fair Value through Other Comprehensive Income" in the Issuer's Audited Consolidated Financial Statements for a description and presentation of the Issuer's loan portfolio as well as "Item 5. Operating and Financial Review and Prospects—C. Selected Statistical Information—Loan Portfolio" in the Issuer's 2021 IFRS Annual Report.

Retail customers represent 70.6% of the value of the total loan portfolio at amortized cost as of December 31, 2021. As part of its business strategy, the Issuer seeks to increase lending and other services to retail clients, which are more likely to be adversely affected by downturns in the Chilean economy. In addition, as of December 31, 2021, the Issuer's residential mortgage loan portfolio totaled Ch$13,876,175 million, representing 38.0% of its total loans. See "Note 8— Loans and Accounts Receivable at Amortized Cost" in the Issuer's Audited Consolidated Financial Statements for a description and presentation of its residential mortgage loan portfolio. If the economy and real estate market in Chile experience a significant downturn, this could materially adversely affect the liquidity, businesses and financial conditions of the Issuer's customers, which may, in turn, cause the Issuer to experience higher levels of past-due loans, thereby resulting in higher provisions for loan losses and subsequent charge-offs. This may materially and adversely affect the Issuer's asset quality, results of operations and financial condition.

Failure to successfully implement and continue to improve the Issuer's risk management policies, procedures and methods, including the Issuer's credit risk management systems, could materially and adversely affect the Issuer, and the Issuer may be exposed to unidentified or unanticipated risks.

Risk management is an integral part of the Issuer's activities. The Issuer seeks to monitor and manage the Issuer's risk exposure through a variety of separate but complementary financial, credit, market, operational, compliance and legal reporting systems, among others. While the Issuer employs a broad and diversified set of risk monitoring and risk mitigation techniques, such techniques and strategies may not be fully effective in mitigating the Issuer's risk exposure in all economic market environments or against all types of risk, including risks that the Issuer may fail to identify or anticipate.

Some of the Issuer's tools and metrics for managing risk are based upon the Issuer's use of observed historical market behavior. The Issuer applies statistical and other tools to these observations to arrive at quantifications of the Issuer's risk exposures. These tools and metrics may fail to predict future risk exposures. These risk exposures could, for example, arise from factors the Issuer did not anticipate or correctly evaluate in the Issuer's statistical models. This would limit the Issuer's ability to manage the Issuer's risks. The Issuer's losses thus could be significantly greater than the historical measures indicate. In addition, the Issuer's statistical models may not take all risks into account.

The Issuer's approach to managing risks could prove insufficient, exposing the Issuer to material unanticipated losses. The Issuer could face adverse consequences as a result of decisions, which may lead to actions by management, based on models that are poorly developed, implemented or used, or as a result of the modelled outcome being misunderstood or the use of such information for purposes for which it was not designed. In addition, if existing or potential customers or counterparties believe the Issuer's risk management is inadequate, they could take their business elsewhere or seek to limit their transactions with the Issuer. Any of these factors could have a material adverse effect on the Issuer's reputation, operating results, financial condition and prospects.

As a retail bank, one of the main types of risks inherent in the Issuer's business is credit risk. For example, an important feature of the Issuer's credit risk management system is to employ an internal credit rating to assess the particular risk profile of individual customers and SMEs. As this process involves detailed analyses of the customer, taking into account both quantitative and qualitative factors, it is subject to human or IT systems errors. In exercising their judgment on current or future credit risk behavior of its customers, the Issuer's employees may not always be able to assign an accurate credit rating, which may result in the Issuer's higher exposure to credit risks than indicated by the Issuer's risk rating system.

Some of the models and other analytical and judgment-based estimations the Issuer uses in managing risks are subject to review by, and require the approval of, its regulators. If models do not comply with all their expectations, the Issuer's regulators may require the Issuer to make changes to such models, may approve them with additional capital requirements or the Issuer may be precluded from using them. Any of these possible situations could limit the Issuer's ability to expand its business or have a material impact on its financial results.

Failure to effectively implement, consistently monitor or continuously refine the Issuer's credit risk management system may result in an increase in the level of non-performing loans and a higher risk exposure for the Issuer, which could have a material adverse effect on the Issuer.

The effectiveness of the Issuer's credit risk management is affected by the quality and scope of information available in Chile.

In assessing customers' creditworthiness, the Issuer relies largely on the credit information available from the Issuer's own internal databases, the FMC, the Directorio de Información Comercial (Dicom) en Capital, a Chilean nationwide credit bureau, and other sources. Due to limitations in the availability of information and the developing information infrastructure in Chile, the Issuer's assessment of credit risk associated with a particular customer may not be based on complete, accurate or reliable information. In addition, although the Issuer has been improving the Issuer's credit scoring systems to better assess borrowers' credit risk profiles, the Issuer cannot assure you that its credit scoring systems will collect complete or accurate information reflecting the actual behavior of customers or that their credit risk can be assessed correctly. Without complete, accurate and reliable information, the Issuer will have to rely on other publicly available resources and its internal resources, which may not be effective. As a result, the Issuer's ability to effectively manage its credit risk and subsequently the Issuer's loan loss allowances may be materially adversely affected.

The Issuer relies on models for many of its decisions. Their inaccurate or incorrect use could have a material adverse effect on the Issuer.

The Issuer uses models for approval (scoring/rating), capital calculation, behavior, provisions, expected credit loss, market risk, operational risk, compliance, fair value of financial instruments and liquidity. A model is a system, approach or quantitative method that applies statistical, economic, financial or mathematical theories, techniques or hypotheses to transform input data into quantitative estimates. It involves simplified representations of real world relationships between characteristics, values and observed assumptions that allows the Issuer to focus on specific aspects.

Model risk is the negative consequence of decisions based on inaccurate, improper or incorrect use of models. Sources of model risk include (i) incorrect or incomplete data in the model itself or the modelling method used in systems; and (ii) incorrect use or implementation of the model.

Model risk can cause financial loss, erroneous commercial and strategic decision-making or damage to the Issuer's transactions, any of which could have a material adverse effect on the Issuer's operating results, financial condition and prospects.

Unprecedented movement in economic and market drivers related to the COVID-19 pandemic required monitoring and adjustment of financial models (including credit loss models, capital models, traded risk models and models used in the asset/liability management process) to comply with the guidance and recommendations of standard setters, regulators and supervisors, particularly for credit loss models. It also resulted in the use of mitigants for model limitations, such as adjustments to model outputs to reflect consideration of management judgment. The performance and usage of models was and may continue to be impacted by the consequences of the COVID-19 pandemic. In addition, data obtained during the COVID-19 pandemic may not be representative and may distort the calibration of the models in the future, which could have a material adverse effect on the Issuer.

In addition, the fair value of the Issuer's financial assets, determined using financial valuation models, may be inaccurate or subject to change and, as a consequence, the Issuer may have to register impairments or write-downs that could have a material adverse effect on its operating results, financial condition and prospects. See more information in "—Market conditions have resulted and could result in material changes to the estimated fair values of the Issuer's financial assets. Negative fair value adjustments could have a material adverse effect on the Issuer's operating results, financial condition and prospects."

The Issuer's loan and investment portfolios are subject to risk of prepayment, which could have a material adverse effect on the Issuer.

The Issuer's fixed rate loan and investment portfolios are subject to prepayment risk, which results from the ability of a borrower or issuer to pay a debt obligation prior to maturity. Generally, in a declining interest rate environment, prepayment activity increases, which reduces the weighted average lives of the Issuer's earning assets and could have a material adverse effect on the Issuer. The Issuer would also be required to amortize net premiums into income over a shorter period of time, thereby reducing the corresponding asset yield and net interest income. Prepayment risk also has a significant adverse impact on credit card and collateralized mortgage loans, since prepayments could shorten the weighted average life of these assets, which may result in a mismatch in the Issuer's funding obligations and reinvestment at lower yields. Prepayment risk is inherent to the Issuer's commercial activity and an increase in prepayments or a reduction in prepayment fees could have a material adverse effect on the Issuer. The Chilean government is presently analyzing an initiative to reduce or limit prepayment fees and the Issuer does not yet have an estimate of the potential impact of such initiatives. The Issuer cannot assure you that this change or any future regulatory changes related to prepayment fees will not have a material impact on its business.

If the Issuer is unable to manage the growth of its operations, this could have an adverse impact on the Issuer's profitability.

The Issuer allocates management and planning resources to develop strategic plans for organic growth, and to identify possible acquisitions and disposals and areas for restructuring its businesses. From time to time, the Issuer evaluates acquisition and partnership opportunities that the Issuer believes offer additional value to its shareholders and are consistent with its business strategy, such as its acquisition of 51% of Santander Consumer S.A. in 2019. However, the Issuer may not be able to identify suitable acquisition or partnership candidates, and the Issuer's ability to benefit from any such acquisitions and partnerships will depend in part on the Issuer's successful integration of those businesses. Any such integration entails significant risks such

as unforeseen difficulties in integrating operations and systems and unexpected liabilities or contingencies relating to the acquired businesses, including legal claims and delivery and execution risks. The Issuer can give no assurances that the Issuer's expectations regarding integration and synergies will materialize. The Issuer also cannot provide assurance that the Issuer will, in all cases, be able to manage its growth effectively or deliver its strategic growth objectives. Challenges that may result from the Issuer's strategic growth decisions include the Issuer's ability to:

- manage efficiently the operations and employees of expanding businesses;
- maintain or grow the Issuer's existing customer base;
- assess the value, strengths and weaknesses of investment or acquisition candidates, including local regulation that can reduce or eliminate expected synergies;
- finance strategic investments or acquisitions;
- align the Issuer's current information technology systems adequately with those of an enlarged group;
- apply the Issuer's risk management policy effectively to an enlarged group; and
- manage a growing number of entities without over-committing management or losing key personnel.

Any failure to manage growth effectively could have a material adverse effect on the Issuer's operating results, financial condition and prospects.

In addition, any acquisition or venture could result in the loss of key employees and inconsistencies in standards, controls, procedures and policies.

Moreover, the success of the acquisition or venture will at least in part be subject to a number of political, economic and other factors that are beyond the Issuer's control. Any of these factors, individually or collectively, could have a material adverse effect on the Issuer.

Any failure to improve or upgrade the Issuer's information technology infrastructure and information management systems in an effective, timely and cost-effective manner, including in response to new or modified cybersecurity and data privacy laws, rules and regulations could have a material adverse effect on the Issuer.

The Issuer's ability to remain competitive depends in part on its ability to upgrade its information technology in an effective, timely and cost-effective manner. The Issuer must continually make significant investments in and improvements to its information technology infrastructure and information management systems in order to meet the needs of its customers. The Issuer cannot guarantee that in the future it will be able to maintain the level of capital expenditures necessary to support the continuous improvement and upgrading of its information technology infrastructure and information management systems. To the extent the Issuer is dependent on any particular technology or technological solution, it may be harmed if such technology or technological solution becomes non-compliant with existing industry standards or applicable laws, rules or regulations, fails to meet or exceed the capabilities of its competitors' equivalent technologies or technological solutions, becomes increasingly expensive to service, retain and update, becomes subject to third-party claims of intellectual property infringement, misappropriation or other violation, or malfunctions or functions in a way the Issuer did not anticipate. Additionally, new technologies and technological solutions are continually being released. As such, it is difficult to predict the problems the Issuer may encounter in improving its technologies' functionality. There is no assurance that the Issuer will be able to successfully adopt new technology as critical systems and applications become obsolete and better ones become available. Any failure to effectively improve or upgrade its information technology infrastructure and information management systems in an effective, timely and cost-efficient manner could have a material adverse effect on the Issuer.

Data breaches and other security incidents with respect to the Issuer's or its third-party vendors' systems could adversely affect the Issuer's business or reputation, and create significant legal, regulatory or financial exposure.

Like other financial institutions, the Issuer receives, manages, holds, transmits, and otherwise processes certain proprietary, sensitive or confidential information, including personal information of customers and employees in the conduct of its banking operations, as well as a large number of assets. Accordingly, the Issuer's business depends on its ability to process a large number of transactions efficiently and accurately, and on the Issuer's ability to rely on its digital technologies, computer and email services, software and networks, as well as on the secure storage, transmission and other processing of confidential, sensitive or personal data and other information using the Issuer's computer systems and networks or those of its third-party vendors. The proper and secure functioning of its financial controls, accounting and other data collection and processing systems is critical to the Issuer's business and to its ability to compete effectively.

Data breaches, security incidents and data losses can result from, among other things, inadequate personnel, inadequate or failed internal control processes and systems, or external events or actors that interrupt normal business operations. The Issuer also faces the risk that the design of its or its third-party vendors' cybersecurity controls and procedures proves to be inadequate or is circumvented such that its data or client records are incomplete, not recoverable or not securely stored. Any material disruption or slowdown of the Issuer's systems could cause information, including data related to customer requests, to be lost or to be delivered to its clients with delays or errors, which could reduce demand for the Issuer's services and products, could produce customer claims and could materially and adversely affect the Issuer.

Although the Issuer works with its clients, vendors, service providers, counterparties and other third parties to develop secure data and information processing, collection, authentication, management, usage, storage and transmission capabilities and to ensure the eventual destruction of sensitive and confidential information, including personal information, to prevent against information security risks, the Issuer routinely manages personal, confidential and proprietary information by electronic means, and the Issuer, its third-party vendors or other third parties with which it does business may be the target of attempted cyber-attacks or subject to other information security incidents or breaches. This is especially applicable in the current environment, which is still being affected by the COVID-19 pandemic, and the shift to work-from-home policies for a significant portion of its workforce, as they access the Issuer's secure networks remotely (see—The global COVID-19 pandemic has materially impacted the Issuer's business, and the continuance of this pandemic or any future outbreak of any other highly contagious diseases or other public health emergency, could materially and adversely impact the Issuer's business, financial condition, liquidity and results of operations). If the Issuer cannot maintain effective and secure electronic data and information (including personal information) management and processing system or the Issuer fails to maintain complete physical and electronic records, it could result in disruptions to the Issuer's operations, litigation or claims from customers, regulators, employees and other third parties, violations of applicable privacy and other laws, rules or regulations, regulatory sanctions and serious reputational and financial harm to the Issuer.

Although the Issuer takes protective measures and monitors and develops its systems to protect its technology infrastructure, data and information from misappropriation or corruption, its and its third-party vendors' systems, software and networks nevertheless may be vulnerable to breaches, disruptions, failures or other security incidents caused by, among other things, unauthorized access or misuse, computer viruses, malware, ransomware, disability devices, distributed denial-of-service attacks, phishing attacks, social engineering attacks, natural disasters such as fires, floods, hurricanes and tornadoes, power loss, telecommunications failures, employee or other third party misconduct, negligence, theft or fraud, human error, computer hackers, and other events that could have a serious impact on the Issuer. Although the Issuer has procedures and controls in place to safeguard personal and other confidential or sensitive information in its possession, it has been and continues to be subject to a range of cyber-attacks, such as denial of service, malware and phishing attacks. While the Issuer generally performs cybersecurity due diligence on its key vendors, because it does not control its vendors and its ability to monitor their cybersecurity is limited, the Issuer cannot ensure the cybersecurity measures they take will be sufficient to protect any information it shares with them. Due to applicable laws and regulations or contractual obligations, the Issuer may be held responsible for security breaches, cyber-attacks or other similar incidents attributed to its vendors as they relate to the information the Issuer shares with them. Moreover, it is not always possible to deter or prevent employee misconduct, and the precautions the Issuer takes to detect and prevent this activity may not always be effective.

In addition, the Issuer may also be impacted by cyber-attacks against national critical infrastructures of Chile, such as telecommunications networks. The Issuer's information technology systems are dependent

on such national critical infrastructure and any cyber-attack against such critical infrastructure could negatively affect the Issuer's ability to service its customers. As the Issuer does not operate such national critical infrastructure, it has limited ability to protect its information technology systems from the adverse effects of such a cyber-attack. For further information, see "Item 11. Quantitative and Qualitative Disclosures about Market Risk—2. Non-financial risks—Cyber-security and data security plans" in the Issuer's 2021 IFRS Annual Report.

The Issuer has seen in recent years the information technology and computer systems of companies and organizations being increasingly targeted, and the techniques used to obtain unauthorized, improper or illegal access to information technology and computer systems have become increasingly complex and sophisticated. Furthermore, such techniques change frequently and are often not recognized or detected until after they have been launched and can originate from a wide variety of sources, including not only cyber criminals, but also activists and terrorists, nation states, nation state-supported actors and others. As attempted attacks continue to evolve in scope and sophistication, the Issuer may incur significant costs in order to modify or enhance its protective measures against such attacks, or to investigate or remediate any vulnerability or resulting breach, or in communicating cyber-attacks to its customers, affected individuals or regulators, as applicable.

If the Issuer or its third-party vendors fall victim to successful cyber-attacks, penetrations, compromises, breaches or circumventions of their information technology systems or experience other security incidents in the future, the Issuer may incur substantial costs and suffer other negative consequences, such as disruption to its operations, misappropriation of personal, proprietary, confidential or sensitive information, remediation costs (including liabilities for stolen assets or information, repairs of system damage, among others), increased cybersecurity protection costs, lost revenues arising from the unauthorized use of personal, proprietary, confidential or sensitive information or the failure to retain or attract customers following a cybersecurity incident, litigation and legal risks (including regulatory action, reporting obligations, investigation, fines and penalties), increased insurance premiums, reputational damage affecting the confidence of its customers and investors, as well as damages to its competitiveness, stock price and long-term shareholder value. In addition, the Issuer's remediation efforts may not be successful, and it may not have adequate insurance to cover these losses. Moreover, even when a failure of or interruption in the Issuer's or its third-party vendors' systems or facilities is resolved in a timely manner or an attempted cyber-attack, data breach or security incident is successfully avoided or thwarted, substantial resources and management attention are expended in doing so, and to successfully avoid or resolve any such incidents, the Issuer may be required to take actions that could adversely affect customer satisfaction or retention, as well as harm its reputation.

Modifications to Law 20,009 were passed in 2020 that modified the scope of responsibility for users and issuers when a client's cards and/or online payment or transfer user information are lost, stolen or fraudulently used (including through hacking and cloning). Cardholders are obligated to notify the bank through an easily accessible channel when their cards have been lost, stolen, or fraudulently used. For those transactions realized prior to the notice of loss or theft of a credit card, the cardholder must also notify the issuer of all of the unauthorized transactions in the same notice or up to five business days following the original notification. In cases of fraud, the user will not be responsible for the transactions that they did not authorize and which were made prior to the fraud notification within the 30 calendar days following the issuance of said notice. In these cases, issuers are responsible for assuming these costs or must demonstrate that the transaction was in fact authorized by the owner or user of the credit card. The law also increased fines and jail time for those committing theft or fraud with credit cards, which must be legally pursued by the card issuer.

In light of these developments, the Issuer is trying to limit the exposure of its clients to credit card fraud through education, insurance coverage, marketing campaigns, daily transfer amount limits, chip technology, improved ATM software, and other technological improvements, but the Issuer cannot assure that this law will not increase the financial costs related to cybercrime and credit card fraud.

The Issuer's controlling shareholder has a great deal of influence over the Issuer's business and its interests could conflict with yours.

Santander Spain controls Santander-Chile through its holdings in Teatinos Siglo XXI Inversiones S.A. and Santander Chile Holding S.A., which are controlled subsidiaries. Santander Spain has control over 67.18% of the Issuer's shares and an actual participation, excluding non-controlling shareholders that participate in Santander Chile Holding, S.A., of 67.12%.

Due to its share ownership, the Issuer's controlling shareholder has the ability to control the Issuer and its subsidiaries, including the ability to:

- elect the majority of the directors and exercise control over its company and subsidiaries;
- cause the appointment of its principal officers;
- declare the payment of any dividends;
- agree to sell or otherwise transfer its controlling stake in it; and
- determine the outcome of substantially all actions requiring shareholder approval, including amendments of its bylaws, transactions with related parties, corporate reorganizations, acquisitions and disposals of assets and issuance of additional equity securities, if any.

The Issuer operates as a stand-alone subsidiary within the Santander Group. Its controlling shareholder has no liability for the Issuer's banking operations, except for the amount of its holdings of the Issuer's capital stock. The interests of Santander Spain may differ from the Issuer's interests or those of the Issuer's other shareholders and the concentration of control in Santander Spain will limit other shareholders' ability to influence corporate matters. As a result, the Issuer may take actions that its other shareholders do not view as beneficial.

The Issuer relies on third parties and affiliates for important products and services.

Third-party vendors and certain affiliated companies provide key components of the Issuer's business infrastructure such as loan and deposit servicing systems, back office and business process support, information technology production and support, internet connections and network access. Relying on these third parties and affiliated companies can be a source of operational and regulatory risk to the Issuer, including with respect to security breaches affecting such parties. The Issuer is also subject to risk with respect to security breaches affecting the vendors and other parties that interact with these service providers. As the Issuer's interconnectivity with these third parties and affiliated companies increases, the Issuer increasingly faces the risk of operational failure with respect to their systems. The Issuer may be required to take steps to protect the integrity of its operational systems, thereby increasing its operational costs and potentially decreasing customer satisfaction. In addition, any problems caused by these third parties or affiliated companies, including as a result of them not providing the Issuer their services for any reason, or performing their services poorly, could adversely affect the Issuer's ability to deliver products and services to customers and otherwise conduct its business, which could lead to reputational damage and regulatory investigations and intervention. Replacing these third-party vendors could also entail significant delays and expense. Further, the operational and regulatory risk the Issuer faces as a result of these arrangements may be increased to the extent that it restructures such arrangements. Any restructuring could involve significant expense to the Issuer and entail significant delivery and execution risks, which could have a material adverse effect on its business, operations and financial condition.

Damage to the Issuer's reputation could cause harm to the Issuer's business prospects.

Maintaining a positive reputation is critical to protect the Issuer's brand, attract and retain customers, investors and employees and conduct business transactions with counterparties. Damage to the Issuer's reputation could therefore cause significant harm to the Issuer's business and prospects. Harm to the Issuer's reputation could arise from numerous sources, including, among others, employee misconduct, including the possibility of fraud perpetrated by its employees, litigation or regulatory enforcement, failure to deliver minimum standards of service and quality, dealing with sectors that are not well perceived by the public (weapons industries or embargoed countries, for example), dealing with customers on sanctions lists, ratings downgrades, significant variations in the Issuer's share price throughout the year, compliance failures, unethical behavior, and the activities of customers and counterparties, including activities that negatively affect the environment. Further, negative publicity regarding the Issuer may result in harm to the Issuer's prospects.

Actions by the financial services industry generally or by certain members of, or individuals in, the industry can also affect the Issuer's reputation. For example, the role played by financial services firms in the financial crisis and the seeming shift toward increasing regulatory supervision and enforcement has caused public perception of the Issuer and others in the financial services industry to decline.

The Issuer could suffer significant reputational harm if the Issuer fails to identify and manage potential conflicts of interest properly. The failure, or perceived failure, to adequately address conflicts of interest could affect the willingness of clients to deal with the Issuer, or give rise to litigation or enforcement actions against the Issuer. Therefore, there can be no assurance that conflicts of interest will not arise in the future that could cause material harm to the Issuer.

The Issuer may be the subject of misinformation and misrepresentations deliberately propagated to harm its reputation or for other deceitful purposes, or by profiteering short sellers seeking to gain an illegal market advantage by spreading false information about the Issuer. There can be no assurance that the Issuer will effectively neutralize and contain a false information that may be propagated regarding the business, which could have an adverse effect on the Issuer's operating results, financial condition and prospects.

FINANCIAL RISKS

The Issuer may not effectively manage risks associated with the replacement or reform of benchmark indices.

Interest rate, equity, foreign exchange rate and other types of indices which are deemed to be "benchmarks," including those in widespread and long-standing use, have been the subject of ongoing international, national and other regulatory scrutiny and initiatives and proposals for reform. Some of these reforms are already effective while others are still to be implemented or are under consideration. These reforms have caused and may in the future cause benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences, which cannot be fully anticipated.

Any of the benchmark reforms which have been proposed or implemented, or the general increased regulatory scrutiny of benchmarks, could also increase the costs and risks of administering or otherwise participating in the setting of benchmarks and complying with regulations or requirements relating to benchmarks. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain benchmarks, trigger changes in the rules or methodologies used in certain benchmarks or lead to the disappearance of certain benchmarks or result in other consequences that cannot be predicted.

Any of these developments, and any future initiatives to regulate, reform or change the administration of benchmarks, could result in material adverse consequences to the return on, value of and market for loans, mortgages, securities, derivatives and other financial instruments whose returns are linked to any such benchmark, including those issued, funded or held by the Issuer.

The benchmark reform could have a material impact on Notes linked to such benchmark, including the discontinuance in use of a benchmark if its administrator does not obtain the requisite authorization or satisfy other applicable requirements. In such event, depending on the particular benchmark and the applicable terms of the Notes, the Notes could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted. Furthermore, the benchmark reform could also result in a change in the methodology or terms of the benchmark in order to comply with the requirements of the benchmark reform and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Notes, including, in certain circumstances, the selection of a substitute or successor reference rate.

Various regulators, industry bodies and other market participants in the U.S. and other countries have worked to develop, introduce and encourage the use of alternative rates to replace interest rate benchmarks. A transition away from the widespread use of interest rate benchmarks to alternative rates has begun and will continue over the course of the next few years. While central bank-sponsored committees in various jurisdictions have recommended alternative rates for various important interest rate benchmarks, if a particular benchmark were to be discontinued and an alternative rate had not been successfully introduced to replace that benchmark, this could result in widespread dislocation in the financial markets, engender volatility in the pricing of securities, derivatives and other instruments, and suppress capital markets activities, all of which could have adverse effects on the Issuer's results of operations. In addition, the transition of a particular benchmark to a replacement rate could affect hedge accounting relationships between financial instruments linked to that benchmark and any related derivatives, which could adversely affect the Issuer's results.

On March 5, 2021, the U.K. Financial Conduct Authority (the "FCA"), which regulates the London interbank offered rate ("LIBOR"), published an announcement to confirm the dates immediately after which all LIBOR

settings will either cease to be provided by any administrator or no longer be representative: December 31, 2021 for all EUR, GBP, JPY and CHF LIBOR tenors and 1-week and 2-month USD LIBOR tenors, and June 30, 2023 for the remaining USD LIBOR tenors (overnight, 1-, 3-, 6- and 12-month). Therefore, since January 1, 2022, most LIBOR settings have ceased to be available. While publication of the 1-, 3- and 6-month GBP and JPY tenors will continue at least until the end of 2022 on the basis of a 'synthetic' methodology, these rates are solely available for use in legacy transactions. In addition, while certain USD LIBOR tenors are expected to continue to be published until June 30, 2023, U.S. regulators and the FCA have published guidance instructing banks to cease entering into new contracts referencing USD LIBOR no later than December 31, 2021, with limited exceptions.

Additionally, on September 13, 2018, the working group on euro risk-free rates recommended that the Euro Short Term Rate ("€STR") shall replace the Euro Overnight Index Average ("EONIA"). Since October 2, 2019, when the €STR became available, EONIA changed its methodology to be calculated as the €STR plus a spread of 8.5 basis points. This change in EONIA's methodology is intended to facilitate the market's transition from EONIA to €STR, with the former having been discontinued on January 3, 2022.

In October 2020, the International Swaps and Derivatives Association (ISDA) launched the 2020 IBOR Fallbacks Protocol, which amends the ISDA's interest rate definitions used among protocol adherents, to incorporate new fallbacks for legacy non-cleared derivatives linked to LIBOR and certain other interest rate benchmarks. The protocol became effective as of January 25, 2021. Banco Santander S.A. and several subsidiaries, including Santander Chile, have adhered to this new protocol. Similarly, ISDA's IBOR Fallbacks Supplement also amended ISDA's standard definitions to incorporate these new fallbacks in new derivatives entered into on or after that same effective date. Following December 31, 2021, derivatives referencing non-USD LIBOR that were amended through adherence to the 2020 IBOR Fallbacks Protocol or that incorporate the IBOR Fallbacks Supplement are or will be valued using the adjusted version of the applicable risk-free reference rate selected as an alternative to the applicable IBOR by the appropriate national committee.

With respect to USD LIBOR-linked contracts that are governed by New York law, New York State has enacted legislation that will replace references to LIBOR in certain contracts with a benchmark based on the Secured Overnight Financing Rate ("SOFR"), including any spread adjustment, recommended by the Federal Reserve Board, the Federal Reserve Bank of New York or the Alternative Reference Rates Committee (the "ARRC") convened by the Federal Reserve Board and the Federal Reserve Bank of New York.

In December 2020, the European Union Council endorsed new rules amending the EU Benchmark Regulation ("BMR"). The aim of the amendments to the BMR is to ensure that a statutory replacement benchmark can be established by the regulators by the time a systemically important benchmark is no longer in place, and, thus, protect financial stability in EU markets. It is likely that the regulators will decide to use these powers to mitigate, to the extent possible, systemic risks that might result from the phasing out of LIBOR by the end of 2021. The new rules give the European Commission the power to replace the so-called 'critical benchmarks', which could affect the stability of financial markets in Europe, and other relevant benchmarks, if their termination would result in a significant disruption in the functioning of financial markets in the EU. The European Commission will also be able to replace third-country benchmarks if their cessation would result in a significant disruption in the functioning of financial markets or pose a systemic risk for the financial system in the EU. In this regard, the European Commission published two Delegated Regulations in the Official Journal of the European Union, nominating the replacement rates for two interest rate benchmarks: the Swiss Franc London Interbank Offered Rate and EONIA. The Regulations took effect from November 11, 2021.

The Federal Reserve Bank of New York currently publishes the SOFR based on overnight U.S. Treasury repurchase agreement transactions, which has been recommended as the alternative to USD LIBOR by the ARRC. In addition, the Bank of England publishes a reformed Sterling Overnight Index Average, comprised of a broader set of overnight GBP money market transactions, which has been selected by the Working Group on Sterling Risk-Free Reference Rates as the alternative rate to GBP LIBOR.

These and other reforms have caused and may in the future cause benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be fully anticipated which introduce a number of risks for the Santander Group. These risks include (i) legal risks arising from potential changes required to documentation for new and existing transactions; (ii) risk management, financial and accounting risks arising from market risk models and from valuation, hedging, discontinuation and recognition of financial instruments linked to benchmark rates; (iii) business risk of a decrease in revenues of products linked to indices that will be replaced; (iv) pricing risks arising from how changes to benchmark

indices could impact pricing mechanisms on some instruments; (v) operational risks arising from the potential requirement to adapt IT systems, trade reporting infrastructure and operational processes; (vi) conduct risks arising from the potential impact of communication with customers and engagement during the transition period and inquiries, reviews or other actions from regulators regarding the Issuer's preparation, readiness and transition plans, and (vii) litigation risks and risks relating to other disputes and actions with clients, counterparties, investors and other parties regarding the Issuer's existing products and services, which could adversely impact the Issuer's profitability. The replacement benchmarks and their transition path have been defined, but, with respect to some benchmarks, the mechanisms for implementation are under development.

Accordingly, it is not currently possible to determine whether, or to what extent, any such changes would affect the Issuer. However, the implementation of alternative benchmark rates may have a material adverse effect on the Issuer's business, results of operations, financial condition and prospects. The Issuer may also be adversely affected if the change restricts its ability to provide products and services or if it necessitates the development of additional information technology systems. There can be no assurances that the Issuer or other market participants will be adequately prepared for the ongoing benchmark reforms.

Credit, market and liquidity risk may have an adverse effect on the Issuer's credit ratings and the Issuer's cost of funds. Any downgrade in the credit rating of Chile, the Issuer itself or the Issuer's controlling shareholders would likely increase the Issuer's cost of funding, require the Issuer to post additional collateral or take other actions under some of the Issuer's derivative and other contracts and adversely affect the Issuer's interest margins and results of operations.

Credit ratings affect the cost and other terms upon which the Issuer can obtain funding. Rating agencies regularly evaluate the Issuer and their ratings of the Issuer's debt are based on several factors, including the Issuer's financial strength and conditions affecting the financial services industry generally. In addition, due to the methodology of the main rating agencies, the Issuer's credit rating is affected by the rating of Chile's sovereign debt. If Chile's sovereign debt is downgraded, the Issuer's credit rating would also likely be downgraded by an equivalent amount. In addition, the Issuer's ratings may be adversely affected by any downgrade in the ratings of its parent company, Santander Spain.

During 2020, as a result of the social unrest in Chile and the COVID-19 pandemic, Standard & Poor's Ratings Services (S&P) and Moody's revised the credit ratings of the Republic of Chile and of the Issuer to a negative outlook. In March 2021, due to the ongoing pandemic and the consequent increase in government spending with a higher fiscal deficit, S&P downgraded the Chilean sovereign rating from A+ to A. As a direct effect of the Chilean sovereign rating downgrade, S&P downgraded the Issuer's rating from A to A-, maintaining a negative outlook. In September 2021, S&P changed Santander Chile's outlook from negative to stable.

Any downgrade in the Issuer's debt credit ratings would likely increase the Issuer's borrowing costs and require the Issuer to post additional collateral or take other actions under some of its derivative and other contracts, and could limit its access to capital markets and adversely affect its commercial business. For example, a ratings downgrade could adversely affect the Issuer's ability to sell or market some of its products, engage in certain longer-term and derivatives transactions and retain its customers, particularly customers who need a minimum rating threshold in order to invest. In addition, under the terms of certain of the Issuer's derivative contracts and other financial commitments, it may be required to maintain a minimum credit rating or terminate such contracts or require the posting of collateral. Any of these results of a ratings downgrade could reduce the Issuer's liquidity and have an adverse effect on the Issuer, including the Issuer's operating results and financial condition.

While certain potential impacts of these downgrades are contractual and quantifiable, the full consequences of a credit rating downgrade are inherently uncertain, as they depend upon numerous dynamic, complex and inter-related factors and assumptions, including market conditions at the time of any downgrade, whether any downgrade of the Issuer's long-term credit rating precipitates downgrades to its short-term credit rating, and assumptions about the potential behaviors of various customers, investors and counterparties. Actual outflows could be higher or lower than the preceding hypothetical examples, depending upon certain factors including which credit rating agency downgrades the Issuer's credit rating, any management or restructuring actions that could be taken to reduce cash outflows and the potential liquidity impact from loss of unsecured funding (such as from money market funds) or loss of secured funding capacity. Although unsecured and secured funding stresses are included in the Issuer's stress testing scenarios and a portion of the Issuer's total liquid assets is held against these risks, a credit rating downgrade could still have a material adverse effect on the Issuer.

In addition, if the Issuer were required to cancel its derivatives contracts with certain counterparties and was unable to replace such contracts, its market risk profile could be altered.

There can be no assurance that the rating agencies will maintain the current ratings or outlooks. In general, the future evolution of the Issuer's ratings will be linked, to a large extent, to macroeconomic outlook and, therefore, to the impact of the COVID-19 pandemic (including, for example, new variants, new lockdowns, etc.) on the macro outlook of the Issuer's asset quality, profitability and capital. Failure to maintain favorable ratings and outlooks could increase the Issuer's cost of funding and adversely affect interest margins, which could have a material adverse effect on the Issuer.

Market conditions have resulted and could result in material changes to the estimated fair values of the Issuer's financial assets. Negative fair value adjustments could have a material adverse effect on the Issuer's operating results, financial condition and prospects.

In the past, financial markets have been subject to significant stress resulting in steep falls in perceived or actual financial asset values, particularly due to volatility in global financial markets and the resulting widening of credit spreads, including as a result of the COVID-19 pandemic. The Issuer has material exposures to securities, loans and other investments that are recorded at fair value and are therefore exposed to potential negative fair value adjustments. Asset valuations in future periods, reflecting then-prevailing market conditions, may result in negative changes in the fair values of the Issuer's financial assets and these may also translate into increased impairments. In addition, the value ultimately realized by the Issuer on disposal may be lower than the current fair value. Any of these factors could require the Issuer to record negative fair value adjustments, which may have a material adverse effect on the Issuer's operating results, financial condition or prospects.

In 2021, pension fund withdrawals and political uncertainty in Chile have led to significant rate increases along the entire yield curve. Furthermore, the Central Bank increased the MPR from 0.5% to 0.75% in July 2021, to 1.5% in August, to 2.5% in October and then to 4.0% in December 2021. This has negatively impacted the fair value of various financial assets, including the Issuer's debt instruments at fair value through other comprehensive income. As of December 31, 2021, these instruments include balances of unrealized net loss of Ch$112,223 million recognized as "Valuation accounts" in equity.

In addition, to the extent that fair values are determined using financial valuation models, such values may be inaccurate or subject to change, as the data used by such models may not be available or may become unavailable due to changes in market conditions, particularly for illiquid assets, and particularly in times of economic instability. In such circumstances, the Issuer's valuation methodologies require the Issuer to make assumptions, judgments and estimates in order to establish fair value, and reliable assumptions are difficult to make and are inherently uncertain and valuation models are complex, making them inherently imperfect predictors of actual results. Any consequential impairments or write-downs could have a material adverse effect on the Issuer's operating results, financial condition and prospects.

The value of the collateral securing the Issuer's loans may not be sufficient, and the Issuer may be unable to realize the full value of the collateral securing its loan portfolio.

The value of the collateral securing the Issuer's loan portfolio may fluctuate or decline due to factors beyond the Issuer's control, including as a result of a prolonged COVID-19 pandemic or a weaker than expected recovery after the COVID-19 pandemic and macroeconomic factors affecting Chile's economy. The value of the collateral securing the Issuer's loan portfolio may be adversely affected by force majeure events, such as natural disasters (including as a result of climate change), particularly in locations where a significant portion of the Issuer's loan portfolio is composed of real estate loans. Natural disasters such as earthquakes and floods may cause widespread damage, which could impair the asset quality of the Issuer's loan portfolio and could have an adverse impact on Chile's economy. The real estate market is particularly vulnerable in the current economic climate and this may affect the Issuer, as real estate represents a significant portion of the collateral securing the Issuer's residential mortgage loan portfolio. The Issuer may also not have sufficiently recent information on the value of collateral, which may result in an inaccurate assessment for impairment losses of the Issuer's loans secured by such collateral. If any of the above were to occur, the Issuer may need to make additional provisions to cover actual impairment losses of the Issuer's loans, which may materially and adversely affect the Issuer's results of operations and financial condition.

At December 31, 2021, 62% of the Issuer's loans and advances to customers are collateralized, which includes 14% of the Issuer's consumer loans, 96% of its mortgage loans and 50% of its commercial loans.

In addition, auto industry technology changes, accelerated by environmental regulations, could affect the Issuer's auto consumer business in Chile, particularly residual values of leased vehicles, which could have a material adverse effect on the Issuer's operating results, financial condition and prospects.

The credit quality of the Issuer's loan portfolio may deteriorate and its loan loss reserves could be insufficient to cover its loan losses, which could have a material adverse effect on the Issuer.

Risks arising from changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent in a wide range of the Issuer's businesses. Non-performing or low credit quality loans have in the past negatively impacted the Issuer's results of operations and could do so in the future. In particular, the amount of the Issuer's reported credit impaired loans may increase in the future as a result of growth in the Issuer's total loan portfolio, including as a result of loan portfolios that it may acquire in the future (the credit quality of which may turn out to be worse than the Issuer had anticipated), or factors beyond the Issuer's control, such as adverse changes in the credit quality of the Issuer's borrowers and counterparties or a general deterioration in economic conditions in Chile or in global economic and political conditions, including as a result of a prolonged COVID-19 pandemic or a weaker-than-expected economic recovery after the COVID-19 pandemic. If the Issuer is unable to control the level of its credit impaired or poor credit quality loans, this could have a material adverse effect on the Issuer.

As of December 31, 2021, the Issuer's non-performing loans were Ch$449,835 million, and the ratio of the Issuer's non-performing loans to total loans was 1.2%. As of December 31, 2021, the Issuer's allowance for loan losses was Ch$1,051,434 million, and the ratio of the Issuer's allowance for loan losses to total loans was 2.9%. For additional information on the Issuer's asset quality, see "Item 5. Operating and Financial Review and Prospects—C. Selected Statistical Information—Analysis and Classification of Loan Portfolio Based on the Borrower's Payment Performance" in the Issuer's 2021 IFRS Annual Report.

The Issuer's loan loss reserves are based on the Issuer's current assessment of and expectations concerning various factors affecting the Issuer, including the quality of the Issuer's loan portfolio. These factors include, among other things, the Issuer's borrowers' financial condition, repayment abilities and repayment intentions, the realizable value of any collateral, the prospects for support from any guarantor, Chile's economy, government macroeconomic policies, interest rates and the legal and regulatory environment. Because many of these factors are beyond the Issuer's control and there is no infallible method for predicting loan and credit losses, the Issuer cannot assure you that its current or future loan loss reserves will be sufficient to cover actual losses. If the Issuer's assessment of and expectations concerning the above-mentioned factors differ from actual developments, if the quality of the Issuer's total loan portfolio deteriorates, for any reason or if the future actual losses exceed the Issuer's estimates of incurred losses, the Issuer may be required to increase its loan loss reserves, which may adversely affect the Issuer. Additionally, in calculating its loan loss reserves, the Issuer may employ qualitative tools and statistical models that may not be reliable in all circumstances and which are dependent upon data that may not be complete.

The Issuer's financial results are constantly exposed to market risk. The Issuer is subject to fluctuations in interest rates and other market risks, which may materially and adversely affect the Issuer and its profitability.

The COVID-19 pandemic caused and could still cause high market volatility, which could materially and adversely affect the Issuer and its trading and banking book.

Economic activities exposed to market risk include (i) transactions where risk is assumed as a consequence of potential changes in interest rates, inflation rates, exchange rates, stock prices, credit spreads, commodity prices, volatility and other market factors; (ii) the liquidity risk from the Issuer's products and markets, and (iii) the balance sheet liquidity risk.

As described below, market risk affects (i) the Issuer's interest income / (charges); (ii) the market value of the Issuer's assets and liabilities and, in particular, of its securities holdings, loans and deposits and derivatives transactions; and (iii) other areas of the Issuer's business, such as the volume of loans originated or credit spreads.

Interest rates are sensitive to many factors beyond the Issuer's control, including increased regulation of the financial sector, the reserve policies of the Central Bank, deregulation of the financial sector in Chile, monetary policies and domestic and international economic and political conditions. Variations in interest rates could affect the interest earned on the Issuer's assets and the interest paid on its borrowings, thereby

affecting the Issuer's interest income / (charges), which comprises the majority of the Issuer's revenue, reducing its growth rate and potentially resulting in losses. In addition, costs the Issuer incurs as it implements strategies to reduce interest rate exposure could increase in the future, which, in turn, will impact the Issuer's results.

Increases in interest rates may reduce the volume of loans the Issuer originates. Sustained high interest rates have historically discouraged customers from borrowing and have resulted in increased delinquencies in outstanding loans and deterioration in the quality of assets. Increases in interest rates may reduce the value of the Issuer's financial assets and may reduce gains or require the Issuer to record losses on sales of its loans or securities.

While it would likely decrease funding costs, if interest rates decrease, the income the Issuer receives from its investments in securities and loans with similar maturities could be adversely affected. In addition, the Issuer may also experience increased delinquencies in a low interest rate environment when such an environment is accompanied by high unemployment and recessionary conditions. See "Item 11. Quantitative and Qualitative Disclosure About Market Risks—Market Risk: Quantitative Disclosure—Impact of Interest Rates" in the Issuer's 2021 IFRS Annual Report.

The market value of a security with a fixed interest rate generally decreases when the prevailing interest rates rise, which may have an adverse effect on the Issuer's earnings and financial condition. In addition, the Issuer may incur costs as it implements strategies to reduce interest rate exposure in the future (which, in turn, will impact the Issuer's results). The market value of an obligation with a floating interest rate can be adversely affected when interest rates increase, due to a lag in the implementation of repricing terms or an inability to refinance at lower rates.

High levels of inflation in Chile could adversely affect the Chilean economy and the Issuer's business, financial condition and results of operations. As of March 31, 2022, the 12-month CPI inflation rate in Chile reached 9.2%, the highest level since October 2008. Although the Issuer benefits from inflation in Chile due to the current structure of its assets and liabilities (*i.e.*, a significant portion of its loans are indexed to the inflation rate, but there are no corresponding features in deposits, or other funding sources that would increase the size of its funding base), there can be no assurance that the Issuer's business, financial condition and results of operations will not be adversely affected by changing levels of inflation, including from extended periods of inflation that adversely affect economic growth or periods of deflation.

Any change in the methodology of how the CPI index or the UF are calculated, as well as extended periods of deflation, could also adversely affect the Issuer's business, financial condition and results of operations. The UF is revalued in monthly cycles. On each day in the period beginning on the tenth day of any given month through the ninth day of the succeeding month, the nominal peso value of the UF is indexed up (or down in the event of deflation) in order to reflect a proportionate amount of the change in the Chilean Consumer Price Index during the prior calendar month. For more information regarding the UF, see "Item 5. Operating and Financial Review and Prospects—A. Operating Results—Impact of Inflation" in the Issuer's 2021 IFRS Annual Report. Congress is currently discussing a law that could transitorily reduce the value-added tax up to 2022 for certain consumer goods from 19% to 10%, and 4% for basic consumer goods such as food, medication, and books. This decrease in the value-added tax could create a period of deflation, and therefore have a negative impact on the Issuer in the short-term. See "Item 11. Quantitative and Qualitative Disclosure About Market Risks—Market Risk: Quantitative Disclosure—Impact of Inflation" in the Issuer's 2021 IFRS Annual Report.

The Issuer is also exposed to foreign exchange rate risk as a result of mismatches between assets and liabilities denominated in different currencies. Fluctuations in the exchange rate between currencies may negatively affect the Issuer's earnings and value of the Issuer's assets and securities. Therefore, while the Issuer seeks to avoid significant mismatches between assets and liabilities due to foreign currency exposure, from time to time, it may have mismatches. The Chilean peso has been subject to large devaluations and appreciations in the past and could be subject to significant fluctuations in the future. The Issuer's results of operations may be affected by fluctuations in the exchange rates between the peso and the dollar despite its policy and Chilean regulations relating to the general avoidance of material exchange rate exposure. In order to avoid material exchange rate exposure, the Issuer enters into forward exchange transactions. The Issuer may decide to change its policy regarding exchange rate exposure. Regulations that limit such exposures may also be amended or eliminated. Greater exchange rate risk will increase the Issuer's exposure to the devaluation of the peso, and any such devaluation may impair the Issuer's capacity to service foreign currency obligations and may, therefore, materially and adversely affect its financial condition and results of operations. Notwithstanding the existence of general policies and regulations that

limit material exchange rate exposures, the economic policies of the Chilean government, new foreign currency regulations by the Central Bank and any future fluctuations of the peso against the dollar could affect the Issuer's financial condition and results of operations. See "Item 11. Quantitative and Qualitative Disclosure About Market Risks—Market Risk: Quantitative Disclosure—Foreign exchange fluctuations" in the Issuer's 2021 IFRS Annual Report.

If any of these risks were to materialize, the Issuer's interest income or the market value of its assets and liabilities could suffer a material adverse impact.

The Issuer is subject to market, operational and other related risks associated with its derivative transactions that could have a material adverse effect on the Issuer.

The Issuer enters into derivative transactions for trading purposes as well as for hedging purposes. The Issuer is subject to market, credit and operational risks associated with these transactions, including basis risk (the risk of loss associated with variations in the spread between the asset yield and the funding and/or hedge cost) and credit or default risk (the risk of insolvency or other inability of the counterparty to a particular transaction to perform its obligations thereunder, including providing sufficient collateral).

Market practices and documentation for derivative transactions in Chile may differ from those in other countries. For example, documentation may not incorporate terms and conditions of derivatives transactions as commonly understood in other countries. In addition, the execution and performance of these transactions depend on the Issuer's ability to maintain adequate control and administration systems. Moreover, the Issuer's ability to adequately monitor, analyze and report derivative transactions continues to depend, largely, on the Issuer's information technology systems. These factors further increase the risks associated with these transactions and could have a material adverse effect on the Issuer.

At December 31, 2021, the notional value of the trading derivatives in the Issuer's books amounted to Ch$371,856,243 million (with a market value of Ch$9,494,471 million of debit balance and Ch$9,507,031 million of credit balance).

At December 31, 2021, the nominal value of the hedging derivatives in the Issuer's books within its financial risk management strategy and with the aim of reducing asymmetries in the accounting treatment of its operations amounted to Ch$31,463,553 million (with a market value of Ch$629,136 million in assets and Ch$1,364,210 million in liabilities).

The Issuer is subject to counterparty risk in its banking business.

The Issuer is exposed to counterparty risk in addition to credit risks associated with lending activities. Counterparty risk may arise from, for example, investing in securities of third parties, entering into derivative contracts under which counterparties have obligations to make payments to the Issuer or executing securities, futures or currency or commodity trades from proprietary trading activities that fail to settle at the required time due to non-delivery by the counterparty or systems failure by clearing agents, clearing houses or other financial intermediaries.

The Issuer routinely transacts with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, mutual funds, hedge funds and other institutional clients. Defaults by, and even rumors or questions about the solvency of, certain financial institutions and the financial services industry generally have led to market-wide liquidity problems and could lead to losses or defaults by other institutions. Many of the routine transactions the Issuer enters into expose the Issuer to significant credit risk in the event of default by one of the Issuer's significant counterparties.

Liquidity and funding risks are inherent in the Issuer's business and could have a material adverse effect on the Issuer.

Liquidity risk is the risk that the Issuer either does not have sufficient financial resources available to meet the Issuer's obligations as they are due or can only secure them at excessive cost. This risk is inherent in any banking business and can be heightened by a number of enterprise-specific factors, including over-reliance on a particular source of funding, changes in credit ratings or market-wide phenomena such as market dislocation, including as a result of the COVID-19 pandemic. While the Issuer has in place liquidity management processes to mitigate and control these risks, systemic market factors make it difficult to eliminate these risks completely. Constraints in the supply of liquidity, including in inter-bank lending, could materially and adversely affect the cost of funding the Issuer's business, and extreme liquidity constraints

may affect the Issuer's current operations and its ability to fulfill regulatory liquidity requirements, as well as limit growth possibilities.

The Issuer's cost of obtaining funding is directly related to prevailing interest rates and to its credit spreads. Increases in interest rates and/or in the Issuer's credit spreads could significantly increase the cost of the Issuer's funding. Credit spreads variations are market-driven and may be influenced by market perceptions of the Issuer's creditworthiness. Changes to interest rates and the Issuer's credit spreads may occur frequently and could be unpredictable and highly volatile.

The Issuer relies, and will continue to rely, primarily on retail deposits to fund lending activities. The ongoing availability of this type of funding is sensitive to a variety of factors beyond the Issuer's control, such as general economic conditions and the confidence of retail depositors in the economy and in the financial services industry, and the availability and extent of deposit guarantees, as well as competition for deposits between banks or with other products, such as mutual funds. Any of these factors could increase the amount of retail deposit withdrawals in a short period of time, thereby reducing the Issuer's ability to access retail deposit funding on appropriate terms, or at all, in the future. If these circumstances were to arise, this could have a material adverse effect on the Issuer's operating results, financial condition and prospects.

The Issuer anticipates that its customers will continue, in the near future, to make short-term deposits (particularly demand deposits and short-term time deposits), and the Issuer intends to maintain its emphasis on the use of banking deposits as a source of funds. As of December 31, 2021, 99.4% of the Issuer's customer deposits had remaining maturities of one year or less, or were payable on demand. A significant portion of the Issuer's assets have longer maturities, resulting in a mismatch between the maturities of liabilities and the maturities of assets. Historically, one of the Issuer's principal sources of funds has been time deposits. Time deposits represented 15.0% and 19.0% of the Issuer's total liabilities and equity as of December 31, 2021 and 2020, respectively. The Chilean time deposit market is concentrated given the importance in size of various large institutional investors such as pension funds and corporations relative to the total size of the economy. As of December 31, 2021, the Issuer's top 20 time deposits represented 22.9% of total time deposits, or 3.6% of total liabilities and equity, and totaled U.S.$2.7 billion. No assurance can be given that future economic stability in the Chilean market will not negatively affect the Issuer's ability to continue funding its business or to maintain its current levels of funding without incurring increased funding costs, a reduction in the term of funding instruments or the liquidation of certain assets. If this were to happen, the Issuer could be materially adversely affected.

The short-term nature of this funding source could cause liquidity problems for the Issuer in the future if deposits are not made in the volumes the Issuer expects or are not renewed. If a substantial number of the Issuer's depositors withdraw their demand deposits or do not roll over their time deposits upon maturity, the Issuer may be materially and adversely affected.

Central banks took extraordinary measures to increase liquidity in the financial markets as a response to the financial crisis and the COVID-19 pandemic. If these facilities, which are starting to be progressively reduced, were to be rapidly removed, this could have an adverse effect on the Issuer's ability to access liquidity and on its funding costs.

In response to the COVID-19 pandemic, the Chilean Central Bank has made available two lines of credit to banks to reinforce their liquidity. Pursuant to these lines of credit, a bank may borrow up to 3% of the aggregate amount of its consumer and commercial loan portfolios as of February 29, 2020 and may borrow up to an additional 12% if it uses the funds to provide loans to companies and individuals. The first line of credit is a facility available conditionally on loan growth (the "FCIC") to ensure that banks continue to finance households and businesses in Chile. Loans provided by this line of credit may have maturities of up to 4 years and must be secured by government bonds, corporate bonds or highly rated large commercial loans as collateral. In stages 1 and 2, the Board of the Central Bank had allocated a total of U.S.$40 billion to this facility, of which approximately U.S.$30 billion was disbursed. The Central Bank in its Monetary Policy Meeting held on January 27, 2021 announced the beginning of a third stage of this instrument (FCIC3) commencing on March 1, 2021 for approximately U.S.$10 billion. The FCIC instruments bear interest at 0.5% (the lowest Central Bank MPR) for the duration of the program. Loans provided under the second line of credit, the Liquidity Credit Line ("LCL"), are unsecured and may have maturities of up to 2 years, bearing interest in accordance with the current Central Bank MPR. In addition, borrowings by a bank under the LCL are limited to the aggregate amount of the liquidity reserve requirements of such bank. Ultimately, these lines of credit are intended to ensure banks have ample liquidity to enable them to continue financing companies and individuals. As of December 31, 2021, the Issuer had borrowed Ch$5,611,439 million (U.S.$6.6 billion) under the FCIC programs and had no debt outstanding under the LCL.

Additionally, the Issuer's activities could be adversely impacted by liquidity tensions arising from generalized drawdowns of committed credit lines to its customers.

The Issuer cannot assure that in the event of a sudden or unexpected shortage of funds in the banking system, it will be able to maintain levels of funding without incurring high funding costs, a reduction in the term of funding instruments or the liquidation of certain assets. If this were to happen, the Issuer could be materially adversely affected.

Changes to the pension fund system may affect the Issuer's liquidity levels and/or funding costs.

The current pension fund system dates from the 1980s when pensions went from being state-funded to privately-funded, which requires Chilean employees to set aside 10% of their wages. As of December 31, 2021, the Chilean pension fund management companies (Administradora de Fondos de Pensión, or "AFPs") had U.S.$3.1 billion invested in the Issuer via equity, deposits and fixed income. The demographics of Chilean society have changed, resulting in a need to modify the system. In January 2020, the Chilean government presented a bill for pension reform to Congress. These changes include increasing minimum pensions and introducing a social insurance scheme for events such as longevity. Also, the amount each worker must set aside would increase from the current 10% of wages to 16%. The additional 6% would be gradually introduced over 12 years and would be a cost for the employer, thus potentially raising payroll expenses. The additional 6% would not be managed by the AFPs, but by a new government pension entity. This bill has yet to be approved by Congress and the Issuer is unable to predict the final content of the law. The new administration has stated their desire to overhaul the current pension system, including switching to a defined benefit pension system or a mixed system with greater state involvement. The potential adverse effect of any proposed bill on the Issuer's financial condition and results of operations cannot yet be ascertained.

Chilean regulations also impose a series of restrictions on how Chilean AFPs may allocate their assets. In the particular case of financial issuers' there are three restrictions, each involving different assets and different limits determined by the amount of assets in each fund and the market and book value of the issuer's equity. As a consequence, limits vary within funds of AFPs and issuers. According to the Issuer's estimates in December 2021, the AFPs still had the possibility of being able to invest another U.S.$8.0 billion in the Issuer via equity, deposits and fixed income. If the exposure of any AFP to Santander-Chile exceeds the regulatory limits or if the regulatory limits are reduced or the amount of funds available in the pension funds falls significantly, the Issuer would need to seek alternative sources of funding, which could be more expensive and, as a consequence, may have a material adverse effect on the Issuer's financial condition and results of operations.

In July 2020, a law was passed permitting Chileans to withdraw a minimum of UF35 (U.S.$1,200) and a maximum of UF150 (U.S.$5,300) from their pension funds. For those that have funds below UF35, they were able to take out the total amount of their savings. The draw down was tax-free and approximately U.S.$19.7 billion was withdrawn. In December 2020, a second pension fund withdrawal was approved, although withdrawals under this approval were not tax-exempt. This added another U.S.$16.0 billion in liquidity to the system. On April 27, 2021, a third withdrawal was approved and added a further U.S.$13.3 billion of liquidity into the system. Withdrawals had an immediate impact on local fixed income capital markets and between December 31, 2020 and December 31, 2021, the yield on Chile's 10-year Central Bank nominal bond increased from 2.6% to 5.7%, reaching a peak at 6.8% on October 13, 2021. These extraordinary withdrawals have resulted in lower funding from AFPs. In addition, a bill has been proposed that would allow pensioners who receive an annuity to be eligible to receive an advancement. The FMC has stated that this new advancement of annuities could materially affect the solvency of life insurance companies with a subsequent negative impact on capital markets. No assurances can be made as to whether congress will approve additional withdrawals and as to whether the withdrawals will have a material adverse effect on the Issuer's financial condition, liquidity levels, and its ability to obtain funding from the AFPs.

LEGAL AND REGULATORY RISKS

The Issuer is subject to regulatory capital requirements that could limit its operations, and changes to these requirements may further limit and adversely affect the Issuer's operating results, financial condition and prospects.

On October 9, 2020, the FMC published the final regulations on regulatory capital to comply with effective net worth rules in accordance with Basel III and the General Banking Law. The new regulation became

effective on December 1, 2021 and is being gradually implemented and adjusted to be fully effective by December 1, 2025. Pursuant to the new regulation, there are three levels of capital: ordinary capital level 1 or CET1 (basic capital), additional capital level 1 or AT1 (perpetual bonds and preferred stock) and capital level 2 or T2 (subordinated bonds and voluntary provisions). Regulatory capital is composed of the sum of CET1, AT1 and T2 after making some deductions, mainly for intangible assets, hybrid securities issued by foreign subsidiaries, partial deduction for deferred taxes and some reserve and profit accounts. For further details of capital requirements, please see "Item 4 Information on the Company— B. Business Overview-Regulation and Supervision— Minimum Capital" in the Issuer's 2021 IFRS Annual Report.

The Issuer believes its current capital levels are adequate, but it cannot rule out having to raise additional capital in the future in order to maintain its capital adequacy ratios above the minimum required by the FMC. The Issuer's ability to raise additional capital may be limited by numerous factors, including: the Issuer's future financial condition, results of operations and cash flows; any necessary government regulatory approvals; the Issuer's credit ratings; general market conditions for capital raising activities by commercial banks and other financial institutions; and domestic and international economic, political and other conditions. If the Issuer requires additional capital in the future, the Issuer cannot assure you that it will be able to obtain such capital on favorable terms, in a timely manner or at all. Furthermore, the FMC may increase the minimum capital adequacy requirements applicable to the Issuer. Accordingly, although the Issuer currently meets the applicable capital adequacy requirements, the Issuer may face difficulties in meeting these requirements in the future. If the Issuer fails to meet the capital adequacy requirements, the Issuer may be required to take corrective actions. These measures could materially and adversely affect the Issuer's business reputation, financial condition and results of operations. In addition, if the Issuer is unable to raise enough capital in a timely manner, the growth of the Issuer's loan portfolio and other risk-weighted assets may be restricted, and the Issuer may face significant challenges in implementing the Issuer's business strategy. As a result, the Issuer's prospects, results of operations and financial condition could be materially and adversely affected.

The Issuer is subject to liquidity requirements that could limit its operations, and changes to these requirements may further limit and adversely affect its operating results, financial condition and prospects.

The FMC and the Central Bank published new liquidity standards in 2015 and ratios that must be implemented and calculated by all banks. These new liquidity standards are in line with those established in Basel III. The most important liquidity ratios that have been adopted by Chilean banks are:

- Liquidity coverage ratio ("LCR"), which measures the percentage of liquid assets over net cash outflows. The new guidelines also define liquid assets and the formulas for calculating net cash outflows.

- Net Stable Funding Ratio ("NSFR"), which will measure a bank's available stable funding relative to its required stable funding. Both concepts are also defined in the new regulations.

The implementation of internationally accepted liquidity ratios might require changes in business practices that affect the Issuer's profitability. The LCR is a liquidity standard that measures if banks have enough high-quality liquid assets to cover expected net cash outflows over a 30-day liquidity stress period. The NSFR provides a sustainable maturity structure of assets and liabilities such that banks maintain a stable funding profile in relation to their activities. As of December 31, 2021, the Issuer's LCR and NSFR were 149% and 110.8%, respectively. While the Issuer is in compliance of regulatory requirements, no assurance can be made as to whether it will remain in compliance in the future. Moreover, there can be no assurance that the application of the existing regulatory requirements, standards or recommendations will not require the Issuer to issue additional securities that qualify as own funds or eligible liabilities, to maintain a greater proportion of its assets in highly-liquid but lower-yielding financial instruments, to liquidate assets, to curtail business or to take any other actions, any of which may have a material adverse effect on the Issuer's business, results of operations and/or financial position.

The Issuer is subject to extensive regulatory risk, or the risk of not being able to meet all of the applicable regulatory requirements and guidelines.

As a financial institution, the Issuer is subject to extensive regulation, inspections, examinations, inquiries, audits and other regulatory requirements by Chilean regulatory authorities, primarily the FMC, which materially affect the Issuer's businesses. For example, the Issuer is required to have a minimum of UF800,000 of paid-in capital reserves and maintain regulatory capital of at least 8.0% of its risk-weighted

assets, net of required loan losses and paid-in capital and reserves of at least 3.0% of its total assets, net of required allowances, in each case as calculated in accordance with Chilean Bank GAAP. In addition, the FMC may impose additional capital requirements on SIBs, such as the Issuer, from time to time. The Issuer is also subject to lending limits and must provide monthly reports on its loan portfolio to the FMC. The Issuer cannot assure you that it will be able to meet all of the applicable regulatory requirements and guidelines, or that it will not be subject to sanctions, fines, restrictions on its business or other penalties in the future as a result of noncompliance. If higher capital requirements, sanctions, fines, restrictions on the Issuer's business or other penalties are imposed on the Issuer for failure to comply with applicable requirements, guidelines or regulations, the Issuer's business, financial condition, results of operations and the Issuer's reputation and ability to engage in business may be materially and adversely affected.

In August 2021, Law No. 21,365 was enacted, regulating interchange fees in the credit card payment market in Chile. An autonomous and technical committee was formed to determine the interchange fee limits, conformed by four members designated by the Central Bank, the FMC, the National Economic Prosecutor (*Fiscalía Nacional Económica*) and the Ministry of Finance. This committee had six months to announce the first transitory limits. Interchange fee limits will be determined every three years. On February 5, 2022, the committee announced the new limits for interchange fees with a maximum fee of 0.6% for debit cards, 1.48% for credit cards and 1.04% for prepaid cards. The Issuer's initial estimate of the impact of this regulation is a decrease of approximately Ch$30 billion per year in card fees.

In addition, Congress is currently discussing a bill that would introduce certain debtor rights, limiting interest rates, accelerating clauses and commissions. If enacted as currently proposed, this legislation may negatively affect the Issuer's interest rate income and fees, which in turn could have a material adverse effect on its operating results, financial condition and prospects. No assurances can be made as to whether this law will be enacted or, if enacted, as to the final provisions contained therein.

In their supervisory roles, the regulators seek to maintain the safety and soundness of financial institutions with the aim of strengthening the protection of customers and the financial system. The supervisors' continuing supervision of financial institutions is conducted through a variety of regulatory tools, including the collection of information by way of prudential returns, reports obtained from skilled persons, visits to firms and regular meetings with management to discuss issues such as performance, risk management and strategy. In general, these regulators have a more outcome-focused regulatory approach that involves more proactive enforcement and more punitive penalties for infringement. As a result, the Issuer faces increased supervisory scrutiny (resulting in increasing internal compliance costs and supervision fees), and in the event of a breach of the Issuer's regulatory obligations, it is likely to face more stringent regulatory fines.

Changes in regulations may also cause the Issuer to face increased compliance costs and limitations on the Issuer's ability to pursue certain business opportunities and provide certain products and services. As some of the banking laws and regulations have been recently adopted, the way those laws and related regulations are applied to the operations of financial institutions is still evolving. Moreover, to the extent that regulations are implemented inconsistently in the various jurisdictions in which the Issuer operates, it may face higher compliance costs.

No assurance can be given generally that laws or regulations will be adopted, enforced or interpreted in a manner that will not have a material adverse effect on the Issuer's business and results of operations.

Modifications to reserve requirements may affect the Issuer's business.

Deposits are subject to a reserve requirement of 9.0% for demand deposits and 3.6% for time deposits (with terms of less than one year). The Central Bank has statutory authority to require banks to maintain reserves of up to an average of 40.0% for demand deposits and up to 20.0% for time deposits (irrespective, in each case, of the currency in which these deposits are denominated) to implement monetary policy. In addition, to the extent that the aggregate amount of the following types of liabilities exceeds 2.5 times the amount of a bank's regulatory capital, a bank must maintain a 100% reserve against them: demand deposits, deposits in checking accounts, obligations payable on sight incurred in the ordinary course of business and, in general, all deposits unconditionally payable immediately. The General Banking Law also states that the FMC, with the approval from the Central Bank, may lower this threshold from 2.5 times to 1.5 times a bank's regulatory capital for a bank considered to be a SIB. This could lead to lower loan growth and have a negative effect on the Issuer's business. As of December 31, 2021, the Central Bank required the Issuer to maintain an additional technical reserve of Ch$4,272,695 million, representing 15.2% of the Issuer's demand deposits, due to the strong rise in demand deposits since the beginning of the pandemic.

The Issuer may not be able to detect or prevent money laundering and other financial crime activities fully or on a timely basis, which could expose the Issuer to additional liability and could have a material adverse effect on the Issuer.

The Issuer is required to comply with applicable anti-money laundering ("AML"), anti-terrorism, anti-bribery and corruption, sanctions and other laws and regulations applicable to it. These laws and regulations require the Issuer, among other things, to conduct full customer due diligence (including sanctions and politically-exposed person screening), keep the Issuer's customer, account and transaction information up to date and have implemented financial crime policies and procedures detailing what is required from those responsible. The Issuer is also required to conduct AML training for its employees and to report suspicious transactions and activity to appropriate law enforcement following full investigation by the Issuer's AML team.

Financial crime has become the subject of enhanced regulatory scrutiny and supervision by regulators globally. AML, anti-bribery and corruption and sanctions laws and regulations are increasingly complex and detailed. The Basel Committee has introduced guidelines to strengthen the interaction and cooperation between prudential and AML/CFT supervisors. Compliance with these laws and regulations requires automated systems, sophisticated monitoring and skilled compliance personnel.

The Issuer maintains updated policies and procedures aimed at detecting and preventing the use of the Issuer's banking network for money laundering and other financial crime related activities. However, emerging technologies, such as cryptocurrencies and innovative payment methods, could limit the Issuer's ability to track the movement of funds. The Issuer's ability to comply with the legal requirements depends on the Issuer's ability to improve detection and reporting capabilities and reduce variation in control processes and oversight accountability. These require implementation and embedding within the Issuer's business effective controls and monitoring, which in turn requires on-going changes to systems and operational activities. Financial crime is continually evolving and is subject to increasingly stringent regulatory oversight and focus. This requires proactive and adaptable responses from the Issuer so that the Issuer is able to deter threats and criminality effectively. Even known threats can never be fully eliminated, and there will be instances where the Issuer may be used by other parties to engage in money laundering and other illegal or improper activities. In addition, the Issuer relies heavily on its employees to assist the Issuer by spotting such activities and reporting them, and the Issuer's employees have varying degrees of experience in recognizing criminal tactics and understanding the level of sophistication of criminal organizations. Where the Issuer outsources any of its customer due diligence, customer screening or anti financial crime operations, the Issuer remains responsible and accountable for full compliance and any breaches. If the Issuer is unable to apply the necessary scrutiny and oversight of third parties to whom the Issuer outsources certain tasks and processes, there remains a risk of regulatory breach.

If the Issuer is unable to comply fully with applicable laws, regulations and expectations, the Issuer's regulators and relevant law enforcement agencies have the ability and authority to impose significant fines and other penalties on the Issuer, including requiring a complete review of the Issuer's business systems, day-to-day supervision by external consultants and ultimately the revocation of the Issuer's banking license.

The reputational damage to the Issuer's business and global brand would be severe if the Issuer were found to have breached AML, anti-bribery and corruption or sanctions requirements. The Issuer's reputation could also suffer if the Issuer is unable to protect the Issuer's customers' bank products and services from being used by criminals for illegal or improper purposes.

In addition, while the Issuer reviews its relevant counterparties' internal policies and procedures with respect to such matters, the Issuer expects its relevant counterparties to maintain and properly apply their own appropriate compliance procedures and internal policies. Such measures, procedures and internal policies may not be completely effective in preventing third parties from using the Issuer's (and the Issuer's relevant counterparties') services as a conduit for illicit purposes (including illegal cash operations) without the Issuer's (and the Issuer's relevant counterparties') knowledge. If the Issuer is associated with, or even accused of being associated with, breaches of AML, anti-terrorism or sanctions requirements, the Issuer's reputation could suffer and/or the Issuer could become subject to fines, sanctions and/or legal enforcement (including being added to "watch lists" that would prohibit certain parties from engaging in transactions with it), any one of which could have a material adverse effect on the Issuer's operating results, financial condition and prospects.

Any such risks could have a material adverse effect on the Issuer's operating results, financial condition and prospects.

The Issuer is subject to extensive regulation and regulatory and governmental oversight which could adversely affect its business, operations and financial condition.

As a financial institution, the Issuer is subject to extensive regulation, inspections, examinations, inquiries, audits and other regulatory requirements by Chilean regulatory authorities, which materially affect its businesses. The Issuer cannot assure you that the Issuer will be able to meet all of the applicable regulatory requirements and guidelines, or that the Issuer will not be subject to sanctions, fines, restrictions on its business or other penalties in the future as a result of noncompliance. If sanctions, fines, restrictions on the Issuer's business, higher capital requirement or other penalties are imposed on the Issuer for failure to comply with applicable requirements, guidelines or regulations, its business, financial condition, results of operations and the Issuer's reputation and ability to engage in business may be materially and adversely affected.

In their supervisory roles, the regulators seek to maintain the safety and soundness of financial institutions with the aim of strengthening the protection of customers and the financial system. The supervisors' continuing supervision of financial institutions is conducted through a variety of regulatory tools, including the collection of information by way of prudential returns, reports obtained from skilled persons, visits to firms and regular meetings with management to discuss issues such as performance, risk management and strategy. In general, these regulators have a more outcome-focused regulatory approach that involves more proactive enforcement and more punitive penalties for infringement. As a result, the Issuer faces increased supervisory scrutiny (resulting in increasing internal compliance costs and supervision fees), and in the event of a breach of its regulatory obligations the Issuer is likely to face more stringent regulatory fines.

Changes in regulations may also cause the Issuer to face increased compliance costs and limitations on its ability to pursue certain business opportunities and provide certain products and services. As some of the banking laws and regulations have been recently adopted, the manner in which those laws and related regulations are applied to the operations of financial institutions is still evolving. Moreover, to the extent these recently adopted regulations are implemented inconsistently in the various jurisdictions in which the Issuer operates, the Issuer may face higher compliance costs. No assurance can be given generally that laws or regulations will be adopted, enforced or interpreted in a manner that will not have a material adverse effect on the Issuer's business and results of operations.

The main regulations and regulatory and governmental oversight that can adversely impact the Issuer include but are not limited to the following. (See more details in "Item 4. Information on the Company—B. Business Overview—Regulation and Supervision.")

The Issuer is subject to regulation by the FMC and by the Central Bank with regard to certain matters, including reserve requirements, interest rates, foreign exchange mismatches and market risks. Chilean laws, regulations, policies and interpretations of laws relating to the banking sector and financial institutions are continually evolving and changing. Any new reforms could result in increased competition in the industry and thus may have a material adverse effect on the Issuer's financial condition and results of operations.

Pursuant to the General Banking Law, all Chilean banks may, subject to the approval of the FMC, engage in certain businesses other than commercial banking depending on the risk associated with such business and their financial strength. Such additional businesses include securities brokerage, mutual fund management, securitization, insurance brokerage, leasing, factoring, financial advisory, custody and transportation of securities, loan collection and financial services. The General Banking Law also applies to the Chilean banking system a modified version of the capital adequacy guidelines issued by the Basel Committee on Banking Regulation and Supervisory Practices and limits the discretion of the FMC to deny new banking licenses. There can be no assurance that regulators will not in the future impose more restrictive limitations on the activities of banks, including the Issuer. Any such change could have a material adverse effect on the Issuer's financial condition or results of operations.

Historically, Chilean banks have not paid interest on amounts deposited in checking accounts. The Issuer has begun to pay interest on some checking accounts under certain conditions. If competition or other factors lead the Issuer to pay higher interest rates on checking accounts, to relax the conditions under which the Issuer pays interest or to increase the number of checking accounts on which the Issuer pays interest, any such change could have a material adverse effect on the Issuer's financial condition or results of operations.

The Issuer is exposed to risk of loss from legal and regulatory proceedings.

The Issuer faces risk of loss from legal and regulatory proceedings, including tax proceedings, that could subject the Issuer to monetary judgments, regulatory enforcement actions, fines and penalties. The current regulatory and tax enforcement environment in the jurisdictions in which the Issuer operates reflects an increased supervisory focus on enforcement, combined with uncertainty about the evolution of the regulatory regime, and may lead to material operational and compliance costs.

The Issuer is from time to time subject to regulatory investigations and civil and tax claims and party to certain legal proceedings incidental to the normal course of the Issuer's business, including among others in connection with conflicts of interest, lending and derivatives activities, relationships with the Issuer's employees and other commercial, data protection or tax matters. In view of the inherent difficulty of predicting the outcome of legal matters, particularly where the claimants seek very large or indeterminate damages, or where the cases present novel legal theories, involve a large number of parties or are in the early stages of investigation or discovery, the Issuer cannot state with certainty what the eventual outcome of these pending matters will be or what the eventual loss, fines or penalties related to each pending matter may be.

The amount of the Issuer's reserves in respect of these matters, which considers the likelihood of future cash flows associated with each such claims, is substantially less than the total amount of the claims asserted against the Issuer and in light of the uncertainties involved in such claims and proceedings, there is no assurance that the ultimate resolution of these matters will not significantly exceed the reserves currently accrued by the Issuer. As a result, the outcome of a particular matter may be material to the Issuer's operating results for a particular period. At December 31, 2021, the Issuer had provisions for legal contingencies of Ch$1,395 million.

RISK FACTORS IN RESPECT OF CHILE

Political, legal, regulatory and economic uncertainty arising from social unrest and the resulting social reforms, as well as the enactment of Chile's new constitution could adversely impact the Issuer's business.

During October 2019, growing public concern over perceived social inequality led to a rise in social unrest. The social unrest caused commercial disruptions throughout the country, especially in Santiago and other major cities, including Valparaiso and Concepción. After three weeks of nationwide protests, the Chilean government announced in November 2019 that it would initiate a process to draft a new constitution for Chile. When the government announced the process of enacting a new constitution, there was increased volatility in the Chilean stock market and exchange rate fluctuations that resulted in a weakening of the Chilean peso against the U.S. dollar. The share prices on local banks and bond spreads, including the Issuer, suffered significant declines in the market.

In November 2020, a referendum was held to vote on two matters: (i) whether a new constitution should be enacted and (ii) if so, whether a constituent convention should be composed of an elected mixed assembly of current Congress members and newly elected persons or entirely comprised of newly-elected citizens. This referendum resulted in ample support for convening a fully elected Constitutional Convention to draft Chile's new constitution. Elections for the members of the Constitutional Convention were held on May 15 and 16, 2021, with 41% of the elected members being independent, 24% from the traditional right-wing parties, 16% from the traditional center-left parties, and 18% from the traditional left parties. The Convention is made up of 50% women and men, and 17 seats were reserved for the indigenous population. In May 2021 the convention began the process of drafting Chile's new constitution. Each new article of the Constitution will have to be approved by two thirds of the convention, a rule that was ratified in September 2021 by the convention itself. The Constitutional Convention has until June 2022 to complete the draft of the constitution. An exit referendum with compulsory participation will then be held to ratify the new constitution in September 2022.

The long-term effects of the new constitution are hard to predict, but could include slower economic growth, lower levels of investment in the economy, profound changes to Chile's pension system and higher taxes, which could adversely affect the Issuer's profitability and prospects.

The Issuer's growth, asset quality and profitability may be adversely affected by macroeconomic and political conditions in Chile.

A substantial number of the Issuer's loans are to borrowers doing business in Chile. Chile's economy has experienced significant volatility in recent decades, characterized, in some cases, by slow or regressive growth, and declining investment. This volatility resulted in fluctuations in the levels of deposits and in the relative economic strength of various segments of the economies to which the Issuer lends. The Chilean economy may not continue to grow at similar rates as in the past or future developments may negatively affect Chile's overall levels of economic activity.

Negative and fluctuating economic conditions, such as slowing or negative growth and a changing interest rate and inflationary environment, impact the Issuer's profitability by causing lending margins to decrease and credit quality to decline and leading to decreased demand for higher margin products and services. Negative and fluctuating economic conditions in Chile could also result in government defaults on public debt. This could affect the Issuer in two ways: directly, through portfolio losses, and indirectly, through instabilities that a default in public debt could cause to the banking system as a whole, particularly since commercial banks' exposure to government debt is high in Chile.

The Issuer's revenues are also subject to risk of loss from unfavorable political and diplomatic developments, social instability, international conflicts, and changes in governmental policies, including expropriation, nationalization, international ownership legislation, interest-rate caps and tax policies.

Any future fluctuation in oil prices may give rise to volatility in the global financial markets and further economic instability in oil-dependent regions, such as Chile. In addition, the ability of borrowers in or exposed to the oil sector has been and may be further adversely affected by such price fluctuations.

The Issuer's growth, asset quality and profitability may be adversely affected by volatile macroeconomic and political conditions in Chile.

Any material change to United States trade policy with respect to Chile could have a material adverse effect on the economy, which could in turn materially harm the Issuer's financial condition and results of operations.

Portions of the Issuer's loan portfolio are subject to risks relating to force majeure events and any such event could materially adversely affect the Issuer's operating results.

Chile lies on the Nazca tectonic plate, making it one of the world's most seismically active regions. The Issuer's financial and operating performance may be adversely affected by force majeure events, such as natural disasters, particularly in locations where a significant portion of the Issuer's loan portfolio is composed of real estate loans. Natural disasters such as earthquakes and floods may cause widespread damage which could impair the asset quality of the Issuer's loan portfolio and could have an adverse impact on the economy of the affected region.

Changes in taxes, including the corporate tax rate, in Chile may have an adverse effect on the Issuer and the Issuer's clients.

The Chilean Government enacted various tax reforms in 2014, 2016 and 2020 in order to finance greater social expenditures. The most relevant change was the rise of the corporate tax rate to 27% in 2018. There is currently discussion of another tax reform to finance the growing deficit. In January 2022, Congress began discussing a proposal to raise funds for the guaranteed universal pension to be funded by means of a high equity tax for individuals.

The Issuer cannot predict at this time if these reforms will have a material impact on its business or clients or if further tax reforms will be implemented in the future. Banco Santander-Chile's effective corporate tax rate could rise in the future, which may have an adverse impact on its results of operations.

Developments in other countries may affect the Issuer, including the prices for the Issuer's securities.

The prices of securities issued by Chilean companies, including banks, are influenced to varying degrees by economic and market considerations in other countries. The Issuer cannot assure you that future developments in or affecting the Chilean economy, including consequences of economic difficulties in other

markets, will not materially and adversely affect the Issuer's business, financial condition or results of operations.

The Issuer is exposed to risks related to the weakness and volatility of the economic and political situation in Asia, the United States, Europe (including Spain, where Santander Spain, the Issuer's controlling shareholder, is based), Brazil, Argentina and other nations. Although economic conditions in Europe and the United States may differ significantly from economic conditions in Chile, investors' reactions to developments in these other countries may have an adverse effect on the market value of securities of Chilean issuers. In particular, investor perceptions of the risks associated with the Issuer's securities may be affected by perception of risk conditions in Spain.

If these, or other nations' economic conditions deteriorate, the economy in Chile, as both a neighboring country and a trading partner, could also be affected and could experience slower growth than in recent years, with possible adverse impact on the Issuer's borrowers and counterparties. If this were to occur, the Issuer would potentially need to increase its allowances for loan losses, thus affecting the Issuer's financial results, the Issuer's results of operations and the price of the Issuer's securities. As of December 31, 2021, the Issuer's foreign exposure, including counterparty risk in the derivative instruments' portfolio, was U.S.$4,291 million or 5.4% of the Issuer's total assets. There can be no assurance that the effects of the 2008 financial crisis will not negatively impact growth, consumption, unemployment, investment and the price of exports in Chile. Crises and political uncertainties in other Latin American countries could also have an adverse effect on Chile, the price of the Issuer's securities or the Issuer's business.

Chile has considerable economic ties with China, the United States and Europe. In 2021, approximately 38.2% of Chile's exports went to China, mainly copper. China's economy has grown at a strong pace in recent times, but a slowdown in economic activity in China may affect Chile's GDP and export growth as well as the price of copper, which is Chile's main export. Chile exported approximately 15.9% of total exports to the United States and 11.7% to Europe in 2021.

Chile was recently involved in international litigation with Bolivia regarding maritime borders. The Issuer cannot assure you that crises and political uncertainty in other Latin American countries will not have an adverse effect on Chile, the price of the Issuer's securities or the Issuer's business.

A change in labor laws in Chile or a worsening of labor relations in the Issuer could impact the Issuer's business.

As of December 31, 2021, on a consolidated basis, the Issuer had 9,988 employees, of which 73.2% were unionized. In February 2021, a new collective bargaining agreement was signed with the main unions, which became effective as of September 1, 2021 and expires on December 31, 2024. The Issuer generally applies the terms of its collective bargaining agreement to unionized and non-unionized employees. The issuer has traditionally had good relations with its employees and their unions, but it cannot assure you that in the future, a strengthening of cross-industry labor movements will not materially and adversely affect its business, financial condition or results of operations.

There is currently a new labor reform being discussed in Congress, which, among other items, shortens the work week from 45 hours to 40 hours, excluding the lunch break. There is also discussion to increase minimum wage currently set at Ch$337,000/month (U.S.$394/month). At the Issuer, the weekly working hours agreed under the collective bargaining agreement are 40 hours, excluding lunch, and its minimum wage is set above the legal minimum. Despite this, the Issuer cannot assure at this time that the new labor reform will not have material impact on its expenses.

In addition, a bill is currently being discussed in Congress to modify the terms of the "*gratificación legal*," which consists of an annual participation to employees of a company's profit. The new bill being discussed seeks to modify the Labor Code regarding the participation of workers in the profits of companies. The new bill proposes to modify the Labor Code to increase the *gratificación legal* distributed to employees and change the way it is calculated. No assurances can be made as to whether the proposed bill will be approved and as to whether, if approved, it will have a material impact on the Issuer's financial condition.

These and any additional legislative or regulatory actions in Chile, Spain, the European Union, the United States or other countries, and any required changes to the Issuer's business operations resulting from such legislation and regulations, could result in reduced capital availability, significant loss of revenue, limit the Issuer's ability to continue organic growth (including increased lending), pursue business opportunities in which the Issuer might otherwise consider engaging and provide certain products and services, affect the

value of assets that the Issuer holds, require the Issuer to increase its prices and therefore reduce demand for its products, impose additional costs on the Issuer or otherwise adversely affect its businesses. Accordingly, the Issuer cannot provide assurance that any such new legislation or regulations would not have an adverse effect on its business, results of operations or financial condition in the future.

The Issuer's corporate disclosure may differ from disclosure regularly published by issuers of securities in other countries, including the United States.

Issuers of securities in Chile are required to make public disclosures that are different from, and that may be reported under presentations that are not consistent with, disclosures required in other countries, including the United States. In particular, as a Chilean regulated financial institution, the Issuer is required to submit to the FMC on a monthly basis unaudited consolidated balance sheets and income statements, excluding any note disclosure, prepared in accordance with Chilean Bank GAAP as issued by the FMC. This disclosure differs in a number of significant respects from generally accepted accounting principles in the United States and information generally available in the United States with respect to U.S. financial institutions or IFRS. In addition, as a foreign private issuer, the Issuer is not subject to the same disclosure requirements in the United States as a domestic U.S. registrant under the Exchange Act, including the requirements to prepare and issue quarterly reports, the proxy rules applicable to domestic U.S. registrants under Section 14 of the Exchange Act or the insider reporting and short-swing profit rules under Section 16 of the Exchange Act. Accordingly, the information about the Issuer available to you will not be the same as the information available to shareholders of a U.S. company and may be reported in a manner that you are not familiar with.

Investors may find it difficult to enforce civil liabilities against the Issuer or the Issuer's directors, officers and controlling persons.

The Issuer is a Chilean corporation. None of the Issuer's directors are residents of the United States and most of the Issuer's executive officers reside outside of the United States. In addition, all or a substantial portion of the Issuer's assets and the assets of the Issuer's directors and executive officers are located outside of the United States. Although the Issuer has appointed an agent for service of process in any action against the Issuer in the United States with respect to the Issuer's Notes, none of the Issuer's directors, officers or controlling persons has consented to service of process in the United States or to the jurisdiction of any United States court. As a result, it may be difficult for investors to effect service of process within the United States on such persons.

It may also be difficult for holders of the Notes to enforce in the United States or in Chilean courts money judgments obtained in United States courts against the Issuer or the Issuer's directors and executive officers based on civil liability provisions of the U.S. federal securities laws. If a U.S. court grants a final money judgment in an action based on the civil liability provisions of the federal securities laws of the United States, enforceability of this money judgment in Chile will be subject to the obtaining of the relevant "exequatur" (*i.e.*, recognition and enforcement of the foreign judgment) according to Chilean civil procedure law currently in force, and consequently, subject to the satisfaction of certain factors. The most important of these factors are the existence of reciprocity, the absence of a conflicting judgment by a Chilean court relating to the same parties and arising from the same facts and circumstances and the Chilean courts' determination that the U.S. courts had jurisdiction, that process was appropriately served on the defendant and that enforcement would not violate Chilean public policy. Failure to satisfy any of such requirements may result in non-enforcement of your rights.

RISK FACTORS IN RESPECT OF THE NOTES

RISK FACTORS RELATED TO THE NOTES GENERALLY

There is no trading market for the Notes; you may be unable to sell your Notes if a trading market for the Notes does not develop.

Each Series of Notes will constitute a new issue of securities with no established trading market. Application has been made to Euronext Dublin for Notes issued under the Program to be admitted to the Official List and trading on the regulated market of Euronext Dublin. The Issuer cannot assure you that an active trading market for the Notes will develop. If a trading market does not develop or is not maintained, holders of the Notes may experience difficulty in reselling the Notes or may be unable to sell them at all. Even if a market develops, the liquidity of any market for the Notes will depend on the number of holders of the Notes, the interest of securities dealers in making a market in the Notes and other factors. Accordingly, there can be no assurance as to the development or liquidity of any market for the Notes, the ability of holders to sell the Notes or the prices at

which the Notes could be sold. Because the market for any Series of Notes may not be liquid, you may have to bear the economic risk of an investment in the Notes for an indefinite period of time. If an active trading market does not develop, the market price and liquidity of the Notes may be adversely affected. If the Notes are traded, they may trade at a discount from their initial offering price depending upon prevailing interest rates, the market for similar securities, general economic conditions, the Issuer's performance and business prospects and other factors.

The market price of the Notes may be negatively affected by various factors, which could negatively impact the return on your investment in the Notes or result in your incurring a loss on your investment.

The market price of each Series of Notes may be negatively affected by various factors, such as changes of interest rate levels, the policy of central banks, overall economic developments, inflation rates or the supply and demand for the relevant type of Note. The market price of each Series of Notes may also be negatively affected by an increase in the Issuer's credit spreads (*i.e.,* the difference between yields on the Issuer's debt and the yield of government bonds or swap rates of similar maturity). The Issuer's credit spreads are mainly based on its perceived creditworthiness but also influenced by other factors such as general market trends as well as supply and demand for such Series of Notes.

The Notes are subject to exchange rate risk and exchange controls, which could negatively impact the return on your investment in the Notes or result in your incurring a loss on your investment.

An investment in Notes that are denominated in, or the payment of which is to be or may be made in or related to the value of, a currency or composite currency other than the currency of the country in which the purchaser is a resident or the currency in which the purchaser conducts its business or activities (the "home currency") entails significant risks that are not associated with a similar investment in a security denominated in the home currency. Such risks include the possibility of significant changes in rates of exchange between the home currency and the various foreign currencies (or composite currencies) after the issuance of such Note and the possibility of the imposition or modification of foreign exchange controls by either the U.S. or foreign governments. Such risks generally depend on economic and political events over which each Issuer has no control. In recent years, rates of exchange between certain currencies have been highly volatile and such volatility may be expected to continue in the future. Fluctuations in any particular exchange rate that have occurred in the past are not necessarily indicative, however, of fluctuations in such rate that may occur during the term of any Note. Depreciation of the currency in which a Note is denominated against the relevant home currency would result in a decrease in the effective yield of such Note below its coupon rate and, in certain circumstances, could result in a loss to the investor on a home currency basis.

Foreign exchange rates can either be fixed by sovereign governments or float. Exchange rates of most economically developed nations are permitted to fluctuate in value relative to the U.S. dollar. National governments, however, rarely voluntarily allow their currencies to float freely in response to economic forces. Governments in fact use a variety of techniques, such as intervention by a country's central bank or imposition of regulatory controls or taxes, to affect the exchange rate of their currencies. Governments may also issue a new currency to replace an existing currency, or alter the exchange rate or relative exchange characteristics by devaluation or revaluation of a currency. Thus, a special risk in purchasing non-home currency denominated Notes is that their home currency-equivalent yields could be affected by governmental actions, which could change or interfere with theretofore freely determined currency valuation, fluctuations in response to other market forces, and the movement of currencies across borders. There will be no adjustment or change in the terms of such Notes in the event that exchange rates should become fixed, or in the event of any devaluation or revaluation or imposition of exchange or other regulatory controls or taxes, or in the event of other developments affecting the U.S. dollar or any applicable Specified Currency.

Governments have imposed from time to time, and may in the future impose, exchange controls which could affect exchange rates as well as the availability of a specified foreign currency at the time of payment of principal and of premium, if any, or interest, if any, on a Note. Even if there are no actual exchange controls, it is possible that the Specified Currency for any particular Note not denominated in U.S. dollars would not be available at such Note's maturity. In that event, the Issuer would make required payments in U.S. dollars on the basis of the market exchange rate on the date of such payment, or if such rate of exchange is not then available, on the basis of the market exchange rate as of the most recent practicable date. See "Special Provisions Relating to Foreign Currency Notes—Payments on Foreign Currency Notes."

Fixed Rate Notes issued by the Issuer are subject to interest rate risk, which could negatively affect the value of such Notes.

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes. Should the market interest rates increase after the Fixed Rate Notes are issued, their value could decrease and you may have to sell the Notes for a price below their issue price.

Credit ratings may not reflect all risks, and the Issuer cannot assure you that such ratings will not be lowered, suspended or withdrawn by the rating agencies.

One or more independent credit rating agencies may assign credit ratings to the Notes. Where a Series of Notes is rated, such rating will not necessarily be the same as the rating assigned to the Notes to be issued under the Program. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. The credit ratings of the Notes may change after issuance. Such ratings are limited in scope, and do not address all material risks relating to an investment in the Notes, but rather reflect only the views of the rating agencies at the time the ratings are issued. An explanation of the significance of such ratings may be obtained from the rating agencies. The Issuer cannot assure you that such credit ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the rating agencies, if, in the judgment of such rating agencies, circumstances so warrant. Any lowering, suspension or withdrawal of such ratings may have an adverse effect on the market price and marketability of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. Any ratings assigned to Notes as at the date of this Base Prospectus are not indicative of future performance of the Issuer's business or its future creditworthiness.

The Issuer's obligations under the Notes will be subordinated to certain statutory liabilities.

Under Chilean bankruptcy law, the Issuer's obligations under the Notes are subordinated to certain statutory preferences. In the event of the Issuer's liquidation, such statutory preferences, including claims for salaries, wages, secured obligations, social security, taxes and court fees and expenses related thereto, will have preference over any other claims, including claims by any investor in respect of the Notes.

Changes in Chilean tax laws could lead to the Issuer redeeming the Notes.

Payments of interest in respect of the Notes made by the Issuer to foreign holders will be subject to Chilean interest withholding tax currently assessed at a rate of 4.0%. Subject to certain exemptions, the Issuer will pay Additional Amounts (as defined in "Description of the Notes—Payment of Additional Amounts") so that the amount received by the holder after Chilean withholding tax will equal the amount that would have been received if no such taxes had been applicable. The Notes can be redeemable at the Issuer's option, subject to applicable Chilean law, in whole but not in part, at any time, at the principal amount thereof plus accrued and unpaid interest and any Additional Amounts due thereon if, as a result of changes in the laws or regulations affecting Chilean taxation, the Issuer becomes obligated to pay Additional Amounts on the Notes based on a rate of withholding or deduction in excess of 4.0%. The Issuer cannot assure you that an increase in withholding tax rate will not be presented to or enacted by the Chilean Congress. See "Description of the Notes—Redemption Prior to Maturity Solely for Taxation Reasons" and "Taxation—Chilean Taxation."

The Notes are subject to certain transfer restrictions that may limit their liquidity.

The Notes have not been registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Notes may be transferred or resold only in a transaction registered under or exempt from the registration requirements of the Securities Act and in compliance with any other applicable securities law, which could limit your ability to sell the Notes. See "Transfer and Selling Restrictions."

Holders of Notes may find it difficult to enforce civil liabilities against the Issuer or its directors, executive officers and controlling persons.

The Issuer is organized under the Chilean General Banking Act (*Ley General de Bancos*) and other applicable laws of Chile, and its principal place of business (*domicilio social*) is in Santiago, Chile. None of its directors

are residents of the United States, and most of its executive officers and controlling persons reside outside of the United States.

In addition, all or a substantial portion of the assets of the Issuer and its directors, executive officers and controlling persons are located outside of the United States. As a result, it may be difficult for holders of Notes to effect service of process within the United States on such persons or to enforce judgments against them, including in any action based on civil liabilities under the U.S. federal securities laws. Based on the opinion of the Issuer's Chilean counsel, there is doubt as to the enforceability against such persons in Chile, whether in original actions or in actions to enforce judgments of U.S. courts, of liabilities based solely on the U.S. federal securities laws. See "Service of Process and Enforcement of Civil Liabilities."

The Issuer or other intermediaries may be required to withhold U.S. tax on payments made to certain non-U.S. financial institutions on certain Notes.

Provisions of U.S. tax law commonly referred to as the Foreign Account Tax Compliance Act, or FATCA, impose a 30% withholding tax on certain payments made to a foreign financial institution (such as the Issuer) unless the financial institution is a "participating foreign financial institution," or a PFFI, or otherwise exempt from FATCA. A PFFI is a foreign financial institution that has entered into an agreement with the U.S. Treasury Department, or an FFI agreement, pursuant to which it agrees to perform specified due diligence, reporting and withholding functions. Specifically, under its FFI agreement, a PFFI will be required to obtain and report to the IRS certain information with respect to financial accounts held by U.S. persons or U.S.-owned foreign entities and to withhold 30% from "foreign passthru payments" (which term is not yet defined) that it makes to "recalcitrant" accountholders or to foreign financial institutions that are not PFFIs or otherwise exempt from FATCA. No such withholding would apply to any payments made on debt obligations that are issued before (and not materially modified after) the date that is six months after the date on which final regulations defining the term "foreign passthru payments" are published. In addition, under recently proposed regulations (the preamble to which specifies that taxpayers are permitted to rely on them pending finalization), no such withholding would apply to any foreign passthru payments before the date that is two years after the date on which the final regulations defining the term "foreign passthru payment" are adopted. The United States and Chile have entered into an intergovernmental agreement to facilitate the implementation of FATCA pursuant to which Chilean financial institutions (such as the Issuer) will be directed by Chilean authorities to register with the IRS and fulfill obligations consistent with those required under an FFI agreement. The Issuer has registered with the IRS to become a PFFI. The United States has also entered into intergovernmental agreements with other jurisdictions. These intergovernmental agreements (including the intergovernmental agreement with Chile) do not address how the United States and the relevant jurisdictions (including Chile) will address "foreign passthru payments" or whether withholding on such payments will be required by financial institutions that are subject to a FATCA intergovernmental agreement.

RISK FACTORS RELATED TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES

A wide range of Notes may be issued under the Program. Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the relevant Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact such investment will have on the potential investor's overall investment portfolio. Certain Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Notes subject to optional redemption by the Issuer may have a limited market value.

Notes with an optional redemption are likely to have a limited market value. During any period when the Issuer may elect to redeem Notes, the market value of such Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Variable Rate Notes with a multiplier or other leverage factor may be subject to volatility.

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

LIBOR, EURIBOR and other benchmarks may no longer be quoted or may be discontinued (and, in the case of certain LIBOR tenors, have already been discontinued), which could have an adverse effect on the value of LIBOR Notes, EURIBOR Notes and other Floating Rate Notes and on your ability to sell the Notes.

In accordance with announcements by the FCA, which regulates LIBOR publication, and ICE Benchmark Administration Limited, which administers LIBOR publication, the publication of most non-U.S. dollar LIBOR rates ceased as of the end of December 2021. Furthermore, while certain U.S. dollar LIBOR tenors are expected to continue to be published until June 30, 2023, U.S. regulators and the FCA have published guidance instructing banks to cease entering into new contracts referencing US. dollar LIBOR no later than December 31, 2021, with limited exceptions. These announcements, in conjunction with financial benchmark reforms more generally and changes in the interbank lending markets, have resulted in uncertainty about the future of LIBOR and certain other rates or indices which are used as interest rate "benchmarks." These actions and uncertainties may have the effect of triggering future changes in the rules or methodologies used to calculate benchmarks or lead to the discontinuance or unavailability of benchmarks. If LIBOR, EURIBOR or another benchmark that the Issuer uses as the interest rate for Floating Rate Notes is no longer quoted or is discontinued, the interest rate for any such Notes will be calculated using an alternative method. See "Description of the Notes—Interest and Interest Rates." Any of these alternative methods may result in interest payments on the notes that are higher than, lower than or that do not otherwise correlate over time with the interest payments that would have been made on the Notes if the applicable benchmark was available in its current form. Further, the same reforms, actions, costs and/or risks that may lead to the discontinuation or unavailability of LIBOR, EURIBOR or another benchmark may make one or more of the alternative methods impossible or impracticable to determine. Any of the foregoing may have an adverse effect on the value of, return on and trading market for any Floating Rate Notes issued by the Issuer that are based on LIBOR, EURIBOR or another benchmark.

Any failure of SOFR to gain market acceptance could adversely affect holders of SOFR Notes.

Holders of SOFR Notes are exposed to the risk that such rate may not be widely accepted in the market. The risk of this occurring is mitigated by the fact that SOFR was developed for use in certain U.S. dollar derivatives and other financial contracts as an alternative to LIBOR in part because it is considered to be a good representation of general funding conditions in the overnight U.S. Treasury repo market. However, as a rate based on transactions secured by U.S. Treasury securities, it does not measure bank-specific credit risk and, as a result, is less likely to correlate with the unsecured short-term funding costs of banks. This may mean that market participants would not consider SOFR to be a suitable substitute or successor for all of the purposes for which LIBOR historically has been used (including, without limitation, as a representation of the unsecured short-term funding costs of banks), which may, in turn, lessen its market acceptance. Any failure of SOFR to gain or maintain market acceptance could adversely affect the return, value of and market for SOFR Notes.

The composition and characteristics of SOFR are not the same as those of U.S. dollar LIBOR, and SOFR is not expected to be a comparable substitute, successor or replacement for U.S. dollar LIBOR.

Although the ARRC announced SOFR as its recommended alternative to the U.S. dollar LIBOR the composition and characteristics of SOFR are not the same as those of U.S. dollar LIBOR. SOFR is a broad treasury repo financing rate that represents overnight secured funding transactions and is not the economic equivalent of U.S. dollar LIBOR. While SOFR is a secured rate, U.S. dollar LIBOR is an unsecured rate. And, while SOFR currently is an overnight rate only, U.S. dollar LIBOR is a forward-looking rate that represents interbank funding for a specified term. As a result, there can be no assurance that SOFR will perform in the same way as U.S. dollar LIBOR would have performed at any time, including, without limitation, as a result of changes in interest and yield rates in the market, bank credit risk, market volatility or global or regional economic, financial, political, regulatory, judicial or other events. For the same reasons, SOFR is not expected to be a comparable substitute, successor or replacement for U.S. dollar LIBOR.

The secondary trading market for floating rate securities with rates based on SOFR may be limited.

If SOFR does not prove to be widely used as a benchmark in securities that are similar or comparable to SOFR Notes, the trading price of such Notes may be lower than those of debt securities with interest rates that are based on rates that are more widely used. Similarly, market terms for debt securities with rates that are based on SOFR, including, but not limited to, the spread over the reference rate reflected in the interest rate provisions or manner of compounding the reference rate (if applicable), may evolve over time, and as a result, trading prices of any SOFR Notes may be lower than those of later-issued debt securities that are based on SOFR. Investors in any such Notes may not be able to sell such Notes at all or may not be able to sell them at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

SOFR has a limited history, and the future performance of SOFR cannot be predicted based on historical performance.

The publication of SOFR began in April 2018, and, therefore, it has a limited history. In addition, the future performance of SOFR cannot be predicted based on the limited historical performance. Future levels of SOFR may bear little or no relation to the historical actual or historical indicative SOFR data. Prior observed patterns, if any, in the behavior of market variables and their relation to SOFR, such as correlations, may change in the future. While some pre-publication historical data has been released by the Federal Reserve Bank of New York (the "FRBNY"), production of such historical indicative SOFR data inherently involves assumptions, estimates and approximations. No future performance of SOFR may be inferred from any of the historical actual or historical indicative SOFR data. Hypothetical or historical performance data are not indicative of, and have no bearing on, the potential performance of SOFR.

SOFR may be more volatile than other benchmark or market rates.

Since the initial publication of SOFR, daily changes in the rate have, on occasion, been more volatile than daily changes in other benchmark or market rates, such as USD LIBOR, during corresponding periods. In addition, although changes in Term SOFR, Compounded Daily SOFR and weighted average daily SOFR generally are not expected to be as volatile as changes in SOFR on a daily basis, the return on, value of and market for the SOFR Notes may fluctuate more than floating-rate debt securities with rates of interest based on less volatile rates.

The market continues to develop in relation to SOFR as reference rate for floating rate securities.

Where the relevant Final Terms for a series of Floating Rate Notes identifies that the rate of interest for such Notes will be determined by reference to SOFR, the rate of interest will be determined by reference to Compounded Daily SOFR (including on the basis of the SOFR Index published on the NY Federal Reserve's Website). In each case such rate will differ from the relevant LIBOR or EURIBOR rate in a number of material respects, including (without limitation) that a compounded daily rate or weighted average rate is a backwards-looking, risk-free overnight rate, and a single daily rate is a risk-free overnight non-term rate, whereas LIBOR and EURIBOR are expressed on the basis of a forward-looking term and include a risk-element based on inter-bank lending. As such, investors should be aware that LIBOR, EURIBOR and SOFR may behave materially differently as interest reference rates for Notes issued under the Program.

The market continues to develop in relation to SOFR as reference rates in the capital markets and their adoption as alternative to the relevant interbank offered rates. In addition, market participants and relevant working groups are exploring alternative reference rates based on SOFR, including term SOFR reference rates (which seek to measure the market's forward expectation of an average SOFR rate over a designated term). The development of SOFR as interest reference rates, as well as continued development of SOFR based rates and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SOFR Notes.

The use of SOFR as reference rates continues to develop both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing SOFR. Publication of such reference rates has a limited history. The future performance of SOFR may therefore be difficult to predict based on the limited historical performance. The level of SOFR during the term of the Notes may bear little or no relation to the historical level of SOFR. Prior observed

patterns, if any, in the behaviour of market variables and their relation to SOFR such as correlations, may change in the future.

The market or a significant part thereof may adopt an application of SOFR that differs significantly from that set out in the Final Terms as applicable to any SOFR Notes. In addition, the manner of adoption or application of SOFR reference rates may differ materially compared with the application and adoption of SOFR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SOFR reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing any such rate.

Furthermore, the rate of interest on SOFR Notes is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of any SOFR Notes.

To the extent the SOFR rate is not published, the applicable rate to be used to calculate the interest rate on SOFR Notes will be determined using the fallback provisions set out in the Final Terms which apply specifically to Notes referencing SOFR and are distinct to those applying to other types of Notes. Any of these fallback provisions may result in interest payments that are lower than, or do not otherwise correlate over time with, the payments that would have been made on such SOFR Notes if the relevant SOFR rate had been so published in its current form. In addition, use of the fallback provisions may result in the effective application of a fixed rate of interest to such SOFR Notes.

The administrator of SOFR may make changes that could change the value of SOFR or discontinue SOFR.

The FRBNY (or a successor), as administrator of SOFR, may make methodological or other changes that could change the value of SOFR, including changes related to the method by which SOFR is calculated, eligibility criteria applicable to the transactions used to calculate SOFR, or timing related to the publication of SOFR. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SOFR (in which case the fallback methods of determining the interest rate on SOFR Notes will apply). The administrators have no obligation to consider the interests of holders of Notes when calculating, adjusting, converting, revising or discontinuing SOFR.

In the event of a SOFR Transition Event, there is no guarantee that any SOFR Replacement will be a comparable substitute for SOFR.

If the calculation agent or the Issuer determines that a SOFR Transition Event and its related SOFR Replacement Date have occurred in respect of SOFR, then the interest rate on any SOFR Notes will no longer be determined by reference to SOFR, but instead will be determined by reference to a different rate, which will be a different benchmark than SOFR, plus a spread adjustment, which is referred to as a "SOFR Replacement," as further described under "Description of the Notes—Interest and Interest Rates—Floating Rate Notes—Types of Floating Rate Notes—SOFR Notes—SOFR Replacement Provisions" below.

If a particular SOFR Replacement or SOFR Replacement Adjustment cannot be determined, then the next-available SOFR Replacement or SOFR Replacement Adjustment will apply. These replacement rates and adjustments may be selected, recommended or formulated by (i) the Relevant Governmental Body (such as the ARRC), (ii) ISDA or (iii) in certain circumstances, the Replacement Rate Determination Agent, an agent appointed by the calculation agent to determine any SOFR Replacement. In addition, the Replacement Rate Determination Agent may make SOFR Replacement Conforming Changes with respect to, among other things, changes to timing and frequency of determining rates with respect to each Interest Payment Period and making payments of interest and other administrative matters. The determination of a SOFR Replacement, the calculation of the interest rate by reference to a SOFR Replacement (including the application of a SOFR Replacement Adjustment), any implementation of SOFR Replacement Conforming Changes and any other determinations, decisions or elections that may be made under the terms of any SOFR Notes in connection with a SOFR Transition Event could adversely affect the return on, value of and market for such SOFR Notes.

Any determination, decision or election described above will be made in the relevant party's sole discretion.

In addition, (i) the composition and characteristics of the SOFR Replacement will not be the same as those of SOFR, the SOFR Replacement will not be the economic equivalent of SOFR, there can be no assurance that the SOFR Replacement will perform in the same way as SOFR would have at any time and there is no guarantee that the SOFR Replacement will be a comparable substitute for SOFR (each of which means that a SOFR Transition Event could adversely affect the return on, value of and market for SOFR Notes), (ii) any failure of the SOFR Replacement to gain market acceptance could adversely affect any SOFR Notes, (iii) the SOFR Replacement may have a very limited history and the future performance of the SOFR Replacement cannot be predicted based on historical performance, (iv) the secondary trading market for Notes linked to the Benchmark Replacement may be limited and (v) the administrator of the SOFR Replacement may make changes that could change the value of the SOFR Replacement or discontinue the SOFR Replacement and has no obligation to consider an investor's interests in doing so.

Inverse Floating Rate Notes may be subject to increased price volatility.

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes may be subject to conversion at the election of the Issuer, which may affect the value of the Notes.

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

Notes issued at a substantial discount may be subject to increased price volatility.

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

Holders of Bearer Notes may have unfavorable tax consequences.

Any potential investor should consult its own independent tax adviser for more information about the tax consequences of acquiring, owning and disposing of Bearer Notes in its particular circumstances. See "Taxation." Bearer Notes generally may not be offered or sold in the United States or to United States persons. Unless an exemption applies, a United States person holding a Bearer Note or coupon will not be entitled to deduct any loss on the Bearer Note or coupon and must treat as ordinary income any gain realized on the sale or other taxable disposition of the Bearer Note or coupon.

GENERAL RISK FACTORS

Disclosure controls and procedures over financial reporting may not prevent or detect all errors or acts of fraud.

Disclosure controls and procedures, including internal controls, over financial reporting are designed to provide reasonable assurance that information required to be disclosed by the company in reports filed or submitted under the Exchange Act is accumulated and communicated to management, and recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms.

These disclosure controls and procedures have inherent limitations, which include the possibility that judgments in decision-making can be faulty, and that breakdowns can occur because of errors or mistakes.

Additionally, controls can be circumvented by any unauthorized override of the controls. Consequently, the Issuer's businesses are exposed to risk from potential non-compliance with policies, employee misconduct or negligence and fraud, which could result in regulatory sanctions, civil claims and serious reputational or financial harm. In recent years, a number of multinational financial institutions have suffered material losses due to the actions of 'rogue traders' or other employees. It is not always possible to deter employee misconduct and the precautions the Issuer takes to prevent and detect this activity may not always be effective. Accordingly, because of the inherent limitations in the control system, misstatements due to error or fraud may occur and not be detected.

The Issuer's financial statements are based in part on assumptions and estimates which, if inaccurate, could cause material misstatement of the results of the Issuer's operations and financial position.

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of assets, liabilities, income and expenses. Due to the inherent uncertainty in making estimates, actual results reported in future periods may be based upon amounts which differ from those estimates. Estimates, judgments and assumptions are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Revisions to accounting estimates are recognized in the period in which the estimate is revised and in any future periods affected. The accounting policies deemed critical to the Issuer's results and financial position, based upon materiality and significant judgments and estimates, include impairment of loans and advances of good will impairment, valuation of financial instruments, deferred tax assets provisions and pension obligations for liabilities.

If the judgment, estimates and assumptions the Issuer uses in preparing its consolidated financial statements are subsequently found to be incorrect, there could be a material effect on the Issuer's results of operations and a corresponding effect on the Issuer's funding requirements and capital ratios.

Changes in accounting standards could impact reported earnings.

The accounting standard setters and other regulatory bodies periodically change the financial accounting and reporting standards that govern the preparation of the Issuer's consolidated financial statements. For example, the Issuer adopted IFRS 16 as of January 1, 2019, requiring new standards for recognition, measurement, presentation and disclosure of leases. This led to approximately Ch$154,284 million of assets for the right of use and lease liabilities for the same amount as of the date of adoption of IFRS 16. Changes made to accounting standards can materially impact how the Issuer records and reports its financial condition and results of operations, as well as affect the calculation of the Issuer's capital ratios. In some cases, the Issuer could be required to apply a new or revised standard retroactively, resulting in the restatement of prior period financial statements. Various amendments were made to financial and accounting standards in 2020 and 2021 for implementation in future periods without an impact in 2021. The Issuer's management is still evaluating the potential impact of these new standards. For further information about developments in financial accounting and reporting standards, see Note 1 to the Issuer's Audited Consolidated Financial Statements.

The Issuer relies on recruiting, retaining and developing appropriate senior management and skilled personnel.

The Issuer's continued success depends in part on the continued service of key members of its senior executive team and other key employees. The ability to continue to attract, train, motivate and retain highly qualified and talented professionals is a key element of the Issuer's strategy. The successful implementation of the Issuer's strategy and culture depends on the availability of skilled and appropriate management, both at the Issuer's head office and at each of the Issuer's business units. If the Issuer or one of the Issuer's business units or other functions fails to staff its operations appropriately or loses one or more of its key senior executives or other key employees and fails to replace them in a satisfactory and timely manner, the Issuer's business, financial condition and results of operations, including control and operational risks, may be adversely affected.

The Issuer's ability to attract and retain qualified employees is affected by perceptions of its culture and management, its profile in the markets in which it operates and the professional opportunities it offers.

In addition, the financial industry has and may continue to experience more stringent regulation of employee compensation, which could have an adverse effect on the Issuer's ability to hire or retain the most qualified

employees. If the Issuer fails or is unable to attract and appropriately train, motivate and retain qualified professionals, the Issuer's business may also be adversely affected.

The Issuer's business could be affected if its capital is not managed effectively or if changes limiting its ability to manage its capital position are adopted.

Effective management of the Issuer's capital position is important to the Issuer's ability to operate its business, to continue to grow organically and to pursue its business strategy. However, in response to the global financial crisis, a number of changes to the regulatory capital framework have been adopted. As these and other changes are implemented or future changes are considered or adopted that limit the Issuer's ability to manage its balance sheet and capital resources effectively or to access funding on commercially acceptable terms, the Issuer may experience a material adverse effect on its financial condition and regulatory capital position.

The Issuer is subject to review by tax authorities, and an incorrect interpretation by the Issuer of tax laws and regulations may have a material adverse effect on it.

The preparation of the Issuer's tax returns requires the use of estimates and interpretations of complex tax laws and regulations and is subject to review by tax authorities.

The Issuer is subject to the income tax laws of Chile and certain foreign countries. These tax laws are complex and subject to different interpretations by the taxpayer and relevant governmental tax authorities, which are sometimes subject to prolonged evaluation periods until a final resolution is reached. In establishing a provision for income tax expense and filing returns, the Issuer must make judgments and interpretations about the application of these inherently complex tax laws.

If the judgment, estimates and assumptions the Issuer uses in preparing its tax returns are subsequently found to be incorrect, there could be a material adverse effect on the Issuer's results of operations. In some jurisdictions, the interpretations of the tax authorities are unpredictable and frequently involve litigation, which introduces further uncertainty and risk as to tax expense.

The Issuer engages in transactions with related parties that others may not consider to be on an arm's-length basis.

The Issuer and its affiliates have entered into a number of services agreements pursuant to which the Issuer renders services, such as administrative, accounting, finance, treasury, legal services and others.

Chilean law applicable to public companies and financial groups and institutions and the Issuer's by-laws provide for several procedures designed to ensure that the transactions entered into with or among the Issuer's financial subsidiaries and/or affiliates do not deviate from prevailing market conditions for those types of transactions, including the requirement that the Issuer's board of directors approve such transactions. Furthermore, all significant related party transactions must be approved by the Audit Committee and the Board. These significant transactions are also reported in the Issuer's annual shareholders meeting. Please see Note 35 of the Issuer's Audited Consolidated Financial Statements and "Item 7. Major Shareholders and Related Party Transactions."

The Issuer is likely to continue to engage in transactions with the Issuer's affiliates. Future conflicts of interest between the Issuer and any of its affiliates, or among the Issuer's affiliates, may arise, which conflicts are not required to be and may not be resolved in the Issuer's favor.

BANCO SANTANDER-CHILE

History and Development of the Issuer

Overview

The Issuer is organized under the Chilean General Banking Act (*Ley General de Bancos*) and other applicable laws of Chile, and is the largest bank in the Chilean market in terms of loans (excluding loans held by subsidiaries of Chilean banks abroad) and the second largest bank in terms of total deposits (excluding deposits held by subsidiaries of Chilean banks abroad). As of December 31, 2021, the Issuer had total assets of Ch$63,841,950 million (U.S.$74,714 million), outstanding loans at amortized cost, net of allowances for loan losses of Ch$35,477,628 million (U.S.$41,520 million), total deposits of Ch$28,031,993 million (U.S.$32,806 million) and shareholders' equity of Ch$4,333,213 million (U.S.$5,071 million). As of December 31, 2021, the Issuer employed 9,988 people. The Issuer has a leading presence in all the major business segments in Chile, and a large distribution network with national coverage spanning across all the country. The Issuer offers unique transaction capabilities to clients through its 326 branches and 1,338 ATMs. The Issuer's headquarters are located in Santiago and it operates in every major region of Chile.

The Issuer provides a broad range of commercial and retail banking services to its customers, including Chilean peso and foreign currency denominated loans to finance a variety of commercial transactions, trade, foreign currency forward contracts and credit lines and a variety of retail banking services, including mortgage financing. The Issuer seeks to offer its customers a wide range of products while providing high levels of service. In addition to its traditional banking operations, the Issuer offers a variety of financial services, including financial leasing, financial advisory services, mutual fund management, securities brokerage, insurance brokerage and investment management.

The legal predecessor of Santander-Chile was Banco Santiago ("Santiago"). Old Santander-Chile was established as a subsidiary of Santander Spain in 1978. On August 1, 2002, Santiago and Old Santander Chile merged, whereby the latter ceased to exist and Santander-Chile (formerly known as Santiago) being the surviving entity. The Issuer's registration number is 037. It operates as a bank under Resolution No. 118.

The Issuer's principal executive offices are located at Bandera 140, 20th floor, Santiago, Chile. The Issuer's telephone number is +562-320-2000 and its website is www.santander.cl. None of the information contained on the Issuer's website is incorporated by reference into, or forms part of, this Base Prospectus. The Issuer's agent for service of process in the United States is Puglisi & Associates, 850 Library Ave., Suite 204, Newark, DE 19711.

Relationship with Grupo Santander

The Issuer believes that its relationship with its controlling shareholder, Santander Spain, offers the Issuer a significant competitive advantage over its peer Chilean banks. Grupo Santander, the Issuer's parent company, is one of the largest financial groups in Brazil and the rest of Latin America, in terms of total assets measured on a regional basis. It is the largest financial group in Spain and is a major player elsewhere in Europe, including the United Kingdom, Poland and Portugal. Through Santander Consumer, it also operates a leading consumer finance franchise in the United States, as well as in Germany, Italy, Spain, and several other European countries.

The Issuer's relationship with Santander Spain provides it with access to the group's client base, while its multinational focus allows the Issuer to offer international solutions to the Issuer's clients' financial needs. The Issuer also has the benefit of selectively borrowing from Santander Spain's product offerings in other countries, as well as of its know-how in systems management. The Issuer believes that the Issuer's relationship with Santander Spain will also enhance the Issuer's ability to manage credit and market risks by adopting policies and knowledge developed by Santander Spain. In addition, the Issuer's internal auditing function has been strengthened as a result of the addition of an internal auditing department that concurrently reports directly to the Issuer's Audit Committee and the audit committee of Santander Spain. The Issuer believes that this structure leads to improved monitoring and control of the Issuer's exposure to operational risks.

Grupo Santander's support of Santander-Chile includes the assignment of managerial personnel to key supervisory areas of Santander-Chile, such as risks, auditing, accounting and financial control. Santander-Chile does not pay any management fees to Santander Spain in connection with these support services.

Organizational Structure

Santander Spain controls Santander-Chile through its holdings in Teatinos Siglo XXI Inversiones S.A. and Santander Chile Holding S.A. which are controlled subsidiaries. Santander Spain control over 67.18% of the Issuer's shares and actual participation when excluding non-controlling interests participating in Santander Chile Holding S.A. of 67.12%.

Shareholder	Number of Shares[1]	Percentage[1]
Santander Chile Holding S.A.	66,822,519,695	35.46%
Teatinos Siglo XXI Inversiones S.A.	59,770,481,573	31.72%

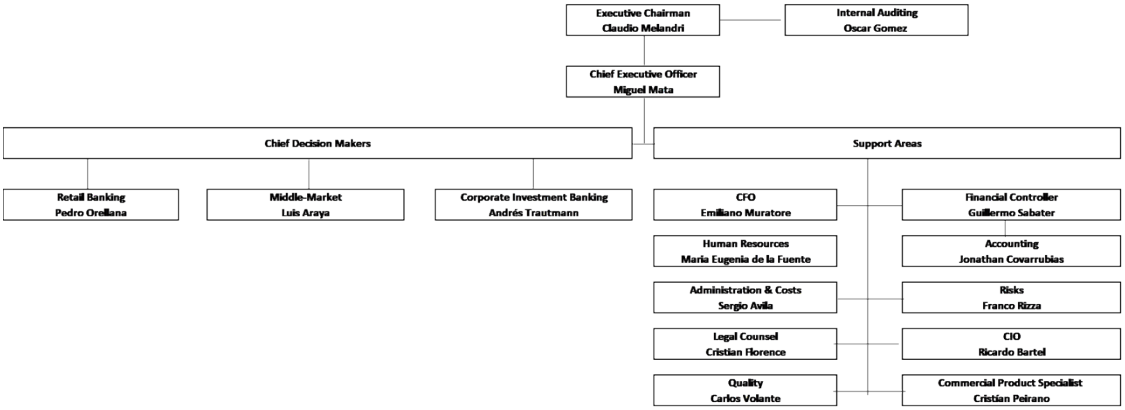
[1] As of April 14, 2022

The remaining shareholders are diverse and have small holdings.

The capital stock of the Issuer is the amount of Ch$891,302,881,691, divided into 188,446,126,794 registered shares with no par value. As of December 31, 2021, the Issuer had 188,446,126,794 shares outstanding, no par value, all of which were fully paid.

Management Team

The chart below sets forth the names and areas of responsibility of the Issuer's senior managers as of the date of this Base Prospectus.



Business Overview

As of December 31, 2021, the Issuer had 326 total branches, 220 of which were operated under the Santander brand name, with the remaining branches under certain specialty brand names, including 14 under the Select brand name, 7 specialized branches for the Middle Market and 22 as auxiliary and payment centers. During 2021, the Issuer also opened 4 Santander Workcafés, reaching a total of 63 Workcafés across all regions of Chile. The Issuer provides a full range of financial services to corporate and individual customers. The Issuer divides its clients into the following groups: (i) Retail banking, (ii) Middle-market, (iii) Corporate Investment Banking and (iv) Corporate Activities ("Other").

The Issuer has the reportable segments noted below. See "Segmentation Criteria" for further information.

Retail Banking

This segment consists of individuals and small to medium-sized entities (SMEs) with annual sales less than Ch$2,000 million (U.S.$2.3 million). This segment gives customers a variety of services, including consumer loans, credit cards, auto loans, commercial loans, foreign exchange, mortgage loans, debit cards, checking accounts, savings products, mutual funds, stock brokerage, and insurance brokerage. Additionally, the SME

clients are offered government-guaranteed loans, foreign trade services, leasing, factoring and transactional services.

Middle-market

This segment serves companies and large corporations with annual sales exceeding Ch$2,000 million (U.S.$2.3 million). It also serves institutions such as universities, government entities, local and regional governments and companies engaged in the real estate industry who carry out projects to sell properties to third parties and annual sales exceeding Ch$800 million (U.S.$0.9 million) with no upper limit. The companies within this segment have access to many products including commercial loans, leasing, factoring, foreign trade, credit cards, mortgage loans, checking accounts, transactional services, treasury services, financial consulting, savings products, mutual funds, and insurance brokerage. Also companies in the real estate industry are offered specialized services to finance projects, chiefly residential, with the aim of expanding sales of mortgage loans.

Corporate Investment Banking

This segment consists of foreign and domestic multinational companies with sales over Ch$10,000 million (U.S.$11.7 million). The companies within this segment have access to many products including commercial loans, leasing, factoring, foreign trade, project finance, credit cards, mortgage loans, checking accounts, transactional services, treasury services, financial consulting, investments, savings products, mutual funds and insurance brokerage.

This segment also consists of a Treasury Division which provides sophisticated financial products, mainly to companies in the Middle-market segment and Corporate Investment Banking. These include products such as short-term financing and fund raising, brokerage services, foreign exchange services, derivatives, securitization and other tailor-made products. The Treasury Division may act as broker to transactions and manages the Issuer's trading fixed income portfolio.

Corporate Activities ("Other")

This segment mainly includes the Issuer's Financial Management Division, which develops global management functions, including managing inflation rate risk, foreign currency gaps, interest rate risk and liquidity risk. Liquidity risk is managed mainly through wholesale deposits, debt issuances and the Issuer's available-for-sale portfolio. This segment also manages capital allocation by unit. These activities, with the exception of the Issuer's inflation gap, usually result in a negative contribution to income.

In addition, this segment encompasses all the intra-segment income and all the activities not assigned to a given segment or product with customers. The segments' accounting policies are those described in the summary of accounting policies. The Issuer earns most of its income in the form of interest income, fee and commission income and income from financial operations. To evaluate a segment's financial performance and make decisions regarding the resources to be assigned to segments, the Chief Operating Decision Maker (CODM) bases his or her assessment on the segment's interest income, fee and commission income, and expenses.

The tables below show the Issuer's results by reporting segment for the year ended December 31, 2021, in addition to the corresponding balances of loans and accounts receivable from customers:

	For the year ended December 31, 2021							
	Loans and accounts receivable at amortized cost (1)	Demand deposits and time deposits	Net interest income	Net fee and commission income	Financial transactions, net (2)	Expected credit losses	Support expenses (3)	Segment's net contribution
	(in millions of Ch$)							
Retail Banking	25,784,719	14,779,739	1,044,730	262,265	33,455	(226,590)	(616,287)	497,573
Middle-market	8,511,500	6,232,188	334,768	43,903	11,133	(48,578)	(94,721)	246,505
Corporate Investment Banking	2,154,325	6,010,150	97,817	33,256	111,504	(15,115)	(77,051)	150,411
Other	78,518	1,009,916	334,036	(6,673)	(37,065)	(800)	(11,805)	277,693
Total	**36,529,062**	**28,031,993**	**1,811,351**	**332,751**	**119,027**	**(291,082)**	**(799,864)**	**1,172,183**
Other operating income								10,391
Other operating expenses and impairment								(107,819)
Income from investments in associates and other companies								(663)
Income tax expense								(221,854)
Result of continuous operations								852,428
Result of discontinued operations								**-**
Net income for the year								852,428

(1) Corresponds to loans and accounts receivable at amortized cost under IFRS 9, without deducting their allowances for loan losses.

(2) Corresponds to the sum of the net income from financial operations and the foreign exchange profit or loss.

(3) Corresponds to the sum of personnel salaries and expenses, administrative expenses, depreciation and amortization.

Directors

The Issuer is managed by its Board of Directors, which, in accordance with the Issuer's by-laws, consists of nine directors and two alternates who are elected at the Issuer's ordinary shareholders' meetings. The current members of the Board of Directors were elected by the shareholders in the ordinary shareholders' meeting held on April 30, 2020. Members of the Board of Directors are elected for three-year terms. The term of the current Board members expires in April of 2023.

Cumulative voting is permitted for the election of directors. The Board of Directors may appoint replacements to fill any vacancies that occur during periods between elections. If any member of the Board of Directors resigns before his or her term has ended, and no other alternate director is available to take the position at the next annual ordinary shareholders' meeting a new replacing member will be elected. The Issuer's executive officers are appointed by the Board of Directors and hold office at its discretion. Scheduled meetings

of the Board of Directors are held monthly. Extraordinary meetings can be held when called in one of three ways: by the Chairman of the Board of Directors, by three directors with the consent of the Chairman of the Board of Directors or by the majority of directors. None of the members of the Issuer's Board of Directors has a service contract which entitles any Director to any benefits upon termination of employment with Santander-Chile.

The Issuer's current directors as of the date of this Base Prospectus are as follows:

Directors	Position	Committees	Term Expires
Claudio Melandri Hinojosa	President	Asset and Liability Committee Strategy Committee (President) Market Committee Remuneration Committee Integral Risk Committee Management Appointment Committee	Apr-23
Rodrigo Vergara Montes	First Vice President	Market Committee Audit Committee Asset and Liability Committee (President) Strategy Committee Management Appointment Committee	Apr-23
Orlando Poblete Iturrate	Second Vice President	Remuneration Committee (President) Audit Committee (President)	Apr-23
Félix de Vicente Mingo	Director	Asset and Liability Committee Audit Committee Integral Risk Committee Strategy Committee	Apr-23
Alfonso Gómez Morales	Director	Integral Risk Committee (President) Strategy Committee Remuneration Committee Market Committee Asset and Liability Committee	Apr-23
Ana Dorrego	Director	–	Apr-23
Rodrigo Echenique Gordillo	Director	–	Apr-23
Lucía Santa Cruz Sutil	Director	Strategy Committee Analysis and Resolution Committee Market Committee Integral Risk Committee	Apr-23
Juan Pedro Santa Maria Perez	Director	Audit Committee (Secretary) Analysis and Resolution Committee (President) Integral Risk Committee	Apr-23
Blanca Bustamante Bravo	Alternate Director	Integral Risk Committee Strategy Committee Management Appointment Committee (President)	Apr-23
Oscar von Chrismar Carvajal	Alternate Director	Integral Risk Committee Market Committee (President) Strategy Committee Asset and Liability Committee Analysis and Resolution Committee	Apr-23

Claudio Melandri Hinojosa became the Executive Chairman on February 27, 2018 and is country head of Grupo Santander in Chile. He is also President of Santander Chile Holding S.A. and Vice President of Universia Chile S.A. He has more than 30 years of experience in the financial industry and was Chief Executive Officer of Santander Chile from January 2010 to March 2018. He started his career in Banco Concepción and joined Grupo Santander in 1990, where he has held various positions of responsibility, including Regional Manager, Manager of the branch network, Human Resources Manager and Manager of Commercial Banking. He was also a Vice President at Banco Santander Venezuela for three years in the commercial area of this country. Mr. Melandri has degrees in Business and Accounting and holds a Master of Business Administration from the Universidad Adolfo Ibañez.

Rodrigo Vergara became a director and First Vice President of the Board on July 12, 2018. He was President of the Central Bank of Chile between 2011 and 2016 and was a member of the Board of the Central Bank of Chile between 2009 and 2011. Mr. Vergara is an associate researcher at the Centre of Public Studies (CEP) and a research fellow at Harvard's Mossavar-Rahmani Center for Business and Government (Kennedy School). He is a professor of Economics at Pontificia Universidad Católica de Chile and an economic consultant and board member for various companies. He graduated with an Economics Degree from the Pontificia Universidad Católica de Chile in 1985 and earned a Doctorate Degree in Economics from Harvard University in 1991. Between 1985 and 1995, he worked at the Central Bank of Chile where he was promoted to Chief Economist in 1992. He has been an economic consultant for central banks and governments within Latin America, Eastern Europe, Asia and Africa. He has also been an external consultant for the World Bank, the International Monetary Fund, the Inter-American Development Bank and the United Nations. He has served, among others, as a member in the Presidential Work and Equity Commission, the Advisory Commission on the Free Trade Agreement between Chile and the US, the National Savings Commission, the Fiscal Rule Commission and the Covid Economic Plan Commission. Mr. Vergara is the author of numerous articles published in specialized journals and has edited several books.

Orlando Poblete Iturrate is the Second Vice President and has served on the Board since April 22, 2014. Since 1991, Mr. Poblete has been a professor at the Universidad de los Andes. Between 1997 and 2004, he was Dean of the Law School at the Universidad de los Andes and until 2014 he served as Chancellor. He is also a partner at the law firm Orlando Poblete & Company. He is a member of the Counsel of the Arbitration and Mediation of Santiago of the Chamber of Commerce of Santiago. Previously, between 1979 and 1991, he was a professor of Procedural Law at the Universidad de Chile. Mr. Poblete is a lawyer from the University of Chile and has a Masters in Law from the same university. He is also a graduate of the Directive Management of Companies Program (PADE) of ESE Business School of the Universidad de los Andes.

Félix de Vicente Mingo became a director on March 27, 2018. He has a Business degree with a specialization in Economics from the Universidad de Chile. Between 2013 and 2014, he was Minister of Economy, Development and Tourism of Chile. Before this, he was a Trade Commissioner of ProChile, an institution of the Ministry of Foreign Affairs dedicated to promoting Chilean products abroad. His first position was in a fruit export company in the O'Higgins region of Chile and then Manager of Administration and Finance of Telemercados Europa, as well as being president and partner of various companies in Chile and abroad.

Alfonso Gómez became a director on March 27, 2018. He has a Civil Engineering degree from the Universidad Católica de Chile, a Ph.D. of the Royal College of Art of London and he is an advisor to the Innovation Center UC Anacleto Angelini. He started his career in the Industrial and System Engineering Department of Universidad Católica de Chile. He was founder of various companies, such as Apple Chile, Unlimited and Virtualia, the first social network developed in Latin America. He has been a director of numerous companies and institutions such as the National Council of Culture and the Arts and Fundación País Digital, and the National Council of Innovation. He was Dean of the Faculty of Engineering and later Dean of the Business School of the Adolfo Ibáñez University.

Ana Dorrego became a director on March 15, 2015. She has been working at the Santander Group since 2000, mainly in the Financial Planning and Corporate Development department, coordinating the Santander Group's planning processes and following up on the different Santander Group units and projects. She was director of E-business development for the Santander Group and previously she was a corporate client relationship manager and commercial director of transactional banking at Bankinter. Ms. Dorrego holds a degree in Business Administration from the Universidad Pontificia de Comillas ICAI-ICADE, and a master's degrees in Business Administration from Deusto University – Bilbao, Spain, and Adolfo Ibañez, Miami/Chile.

Rodrigo Echenique Gordillo became a director on March 26, 2019. He currently serves as Vice President and Executive Director of Banco Santander, S.A. (Spain) and a member of the Board of Santander Mexico and has significant experience in international banking. In 1976 he joined Banco Exterior de España as Deputy General Director and Head of Legal Services. He was subsequently appointed Deputy General Manager and member of the Executive Committee, and served as Executive Director of Banco Santander, S.A. from 1988 to 1994. He was a member of the board of several industrial and financial companies such as Ebro Azúcares y Alcoholes, S.A., Industrias Agricolas, S.A., and chaired the advisory board of Accenture, S.A. He was also a non-executive chairman of NH Hotels Group, S.A., Vocento, S.A., Vallehermoso, S.A. and Merlin Properties, SOCIMI, S.A. He has a law degree from the Universidad Complutense de Madrid.

Lucía Santa Cruz Sutil became a director on August 19, 2003. She is a Member of the Board of the Universidad Adolfo Ibañez. She is director of Compañía de Seguros Generales y de Vida La Chilena Consolidada (Zurich) and is a member of the Advisory Board of Nestle Chile. She is a member of the Self-Regulation Committee for Insurance Companies in Chile. Ms. Santa Cruz is a historian and holds a M.Phil. in Philosophy from Oxford University and holds a Doctor Honoris Causa degree in Social Sciences from King's College, University of London.

Juan Pedro Santa María Pérez became a director on July 24, 2012 after having served as Corporate Legal Director for Grupo Santander in Chile, Legal Counsel for Santander-Chile, Banco O'Higgins and Banco Santiago. He has been President of the Legal Committee of the Asociación de Bancos e Instituciones Financieras de Chile for over 20 years and President Pro-Tempore of the Financial Law Committee of the Federación Latinoamericana de Bancos (FELABAN). He is a member of the Counsel of Arbitrage and Mediation of the Chamber of Commerce of Santiago. Mr. Santa María holds a degree in Law from the Pontificia Universidad Católica de Chile.

Blanca Bustamante Bravo became an alternate director on April 28, 2015. She holds a commercial engineering degree with mention in economics from Universidad Católica de Chile. Her professional experience includes the role of economic analyst for the Central Bank of Chile and research analyst for Oppenheimer & Co. in New York and IM Trust. In 1998, she joined Viña Concha y Toro as Head of Investor Relations, a position held until 2010. In 2001, she also became deputy manager of Corporate Communications and in 2017 became Director of Corporative Affairs. Currently she holds the position of Director of Corporate Relations, in charge of corporate communications and investor relations. Since 2013, she has been a director in the Center for Research & Innovation for Viña Concha y Toro.

Oscar von Chrismar Carvajal joined the Board on December 22, 2009 and is currently an alternate director. Mr. von Chrismar holds a Civil Engineering degree from the Universidad de Santiago de Chile with specialist studies in the US and Europe. He is a director of Sinacofi and the Stock Exchange since April 2012. He joined Banco Santander in 1990 as a manager of the finance division. Between 1995 and 1996 he was General Manager of Banco Santander Peru. In 1997, he became the General Manager of Santander Chile, a position he held until December 2009 when he joined the Board of Directors. Mr. von Chrismar was also a board member of Banco Santander Argentina, Peru and Colombia and the Santiago Stock Exchange. Prior to joining the Santander Group, he was Manager of the Finance Division for Morgan Bank and Manager of Finance of ING Bank. He has more than 25 years of experience in the banking industry.

Major Shareholders

As of December 31, 2021, Santander-Chile's largest shareholders were the following:

Shareholder	Number of Shares	Percentage
Santander Chile Holding S.A.	66,822,519,695	35.46%
Teatinos Siglo XXI Inversiones S.A.	59,770,481,573	31.72%

Santander Spain controls Santander-Chile through its holdings in Teatinos Siglo XXI Inversiones S.A. and Santander Chile Holding S.A., which are controlled subsidiaries. Santander Spain has control over 67.18% of the Issuer's shares and actual participation, excluding non-controlling shareholders that participate in Santander Chile Holding, S.A. of 67.12%.

Santander Spain is in a position to elect a majority of the members of Santander-Chile's Board of Directors, to determine its dividend and other policies and to determine substantially all matters to be decided by a vote

of shareholders. Santander Spain holds ordinary shares to which no special voting rights are attached. Each share represents one vote and there are no shareholders with different voting rights.

Auditors

On April 27, 2022, the Issuer announced that the Board of Directors selected PricewaterhouseCoopers Auditores SpA to be the Issuer's independent registered public accounting firm for the 2022 fiscal year. They have audited the Issuer's financial statements as of December 31, 2021 and 2020 and for the years ended December 31, 2021, 2020 and 2019. They are members of the *Asociación de Contadores Auditores* (Public Accountants Association). Their address is 2711 Andrés Bello Avenue, 5th floor, Las Condes, Santiago, Chile, and they are registered under number 008 with the FMC.

Trend Information (Outlook)

Please see "Item 5. Operating and Financial Review and Prospects" in the Issuer's 2021 IFRS Annual Report for a discussion of the Issuer's operating and financial review and prospects.

Conflicts of Interest

There are no material conflicts of interest between any duties to the Issuer by any of the members of either the Board of Directors or the management team in respect of their private or other duties.

Annual and Quarterly Reports

The Issuer's Annual Report on Form 20-F for the year ended December 31, 2021 filed on February 25, 2022 with the SEC (which includes the Issuer's audited consolidated financial statements as of December 31, 2021 and 2020 and for the fiscal years ended December 31, 2021, 2020 and 2019, prepared in accordance with IFRS), the Issuer's current report on Form 6-K filed on March 24, 2022 with the SEC (which includes the Issuer's audited consolidated financial statements for the fiscal years ended December 31, 2021 and 2020, prepared in accordance with Chilean Bank GAAP) and the Issuer's current report on Form 6-K filed on May 12, 2021 with the SEC (which includes the Issuer's audited consolidated financial statements for the fiscal years ended December 31, 2020 and 2019, prepared in accordance with Chilean Bank GAAP) are deemed incorporated into, and to form part of, this Base Prospectus as more fully described on pages 147 to 149.

The Issuer's current report on Form 6-K, filed on June 2, 2022 with the SEC (which includes the Issuer's unaudited consolidated interim financial statements for the three months ended March 31, 2022, prepared in accordance with Chilean Bank GAAP) and the Issuer's current report on Form 6-K, filed on May 10, 2022 with the SEC (which includes the Issuer's unaudited management commentary for the three months ended March 31, 2022, prepared in accordance with Chilean Bank GAAP) are deemed incorporated into, and to form part of, this Base Prospectus as more fully described on pages 147 to 149.

DESCRIPTION OF CHILEAN FINANCIAL SECTOR

The Chilean financial services market consists of a variety of largely distinct sectors. The most important sector, commercial banking, includes a number of privately-owned banks and one public–sector bank, Banco del Estado de Chile (which operates within the same legal and regulatory framework as the private sector banks). The private-sector banks include local banks and a number of foreign-owned banks operating in Chile. The Chilean banking system is composed of 16 banks, including one public-sector bank. The six largest banks accounted for 86.7% of all outstanding loans by Chilean financial institutions as of December 31, 2021 (excluding assets held abroad by Chilean banks).

The Chilean banking system has experienced increased competition in recent years, largely due to consolidation in the industry and new legislation. The Issuer also faces competition from non-bank and non-finance competitors, principally department stores, credit unions and *cajas de compensación* (private, non-profitable corporations whose aim is to administer social welfare benefits, including payroll loans, to their members) with respect to some of the Issuer's credit products, such as credit cards, consumer loans and insurance brokerage. In addition, the Issuer faces competition from non–bank finance competitors, such as leasing, factoring and automobile finance companies, with respect to credit products, and mutual funds, pension funds and insurance companies, with respect to savings products. Currently, banks continue to be the main suppliers of leasing, factoring and mutual funds, and the insurance sales business has grown rapidly.

DESCRIPTION OF CHILEAN BANKING REGULATORY SYSTEM

General

In Chile, only banks may maintain checking accounts for their customers, conduct foreign trade operations, and, together with non-banking financial institutions, accept time deposits. The principal authorities that regulate financial institutions in Chile are the FMC and the Central Bank. Chilean banks are primarily subject to the General Banking Law, and secondarily subject, to the extent not inconsistent with this statute, to the provisions of the Chilean Companies Law governing public corporations, except for certain provisions that are expressly excluded.

The modern Chilean banking system dates from 1925 and has been characterized by periods of substantial regulation and state intervention, as well as periods of deregulation. The most recent period of deregulation commenced in 1975 and culminated in the adoption of a series of amendments to General Banking Law. That law was amended in 2001 to grant additional powers to banks, including general underwriting powers for new issues of certain debt and equity securities and the power to create subsidiaries to engage in activities related to banking, such as brokerage, investment advisory and mutual fund services, administration of investment funds, factoring, securitization products and financial leasing services. The most recent amendment to the General Banking Law was introduced by law 21,130, passed in January 2019, which modernizes Chile's banking legislation by adopting capital and resolution standards in line with the requirements of the Basel Committee.

The Central Bank

The Central Bank is an autonomous legal entity created by the Chilean Constitution. It is subject to the Chilean Constitution and its own *Ley Orgánica Constitucional*, or organic constitutional law. To the extent not inconsistent with the Chilean Constitution or the Central Bank's organic constitutional law, the Central Bank is also subject to private sector laws (but in no event is it subject to the laws applicable to the public sector). It is directed and administered by a Board of Directors composed of five members designated by the President of Chile, subject to the approval of the Chilean Senate.

The legal purpose of the Central Bank is to maintain the stability of the Chilean peso and the orderly functioning of Chile's internal and external payment systems. The Central Bank's powers include setting reserve requirements, regulating the amount of money and credit in circulation, establishing regulations and guidelines regarding finance companies, foreign exchange (including the Formal Exchange Market) and banks' deposit-taking activities.

Financial Market Commission

In 2017, Law 21,000 created the Comisión para el Mercado Financiero or Financial Market Commission (FMC). This law became a Law of the Republic in January 2018. The FMC is the sole supervisor for the Chilean financial system overseeing insurance companies, companies with publicly traded securities, credit unions, credit card and prepaid card issuers, and, as of June 1, 2019, banks. It is the responsibility of this commission to ensure the proper functioning, development and stability of the financial market, facilitating the participation of market agents and defending public faith in the financial markets. To do so, it must maintain a general and systemic vision of the market, considering the interests of investors and policyholders. Likewise, it shall be responsible for ensuring that the persons or entities audited, from their initiation until the end of their liquidation, comply with the laws, regulations, statutes and other provisions that govern them.

The Commission is in charge of a Council, which is composed of five members, who are appointed and are subject to the following rules:

- A commissioner appointed by the President of Chile, of recognized professional or academic prestige in matters related to the financial system, which will have the character of President of the FMC.

- Four commissioners appointed by the President of Chile, from among persons of recognized professional or academic prestige in matters related to the financial system, by supreme decree issued through the Ministry of Finance, after ratification of the Senate by the four sevenths of its members in exercise, in session specially convened for that purpose.

The Council's responsibilities include regulation, sanctioning and the definition of general supervision policies. In addition, there will be a prosecutor in charge of investigations and the Chairman will be responsible for supervision. The FMC will act in coordination with the Chilean Central Bank.

The date of entry into operation of the Commission for the Financial Market was December 14, 2017. The Superintendency of Securities and Insurance was eliminated on January 15, 2018 and all functions of this Superintendency were absorbed by the FMC.

In January 2019, Law 21,130, which modernized the banking legislation contained in the General Banking Law and amended Law 21,000 (among others), was published in the Official Gazette. The law modernizes Chilean banking regulation in order to comply with Basel III practices and provisions. The law provides for stronger banking capital and reserves requirements in accordance with Basel III guidelines. The law also modernizes the corporate governance function of the FMC and, importantly, transfers the SBIF functions to the domain of the FMC. The FMC now has the faculty to determine the risk weighting of assets through a standardized model to be approved by the FMC or banks can implement their own methodology, subject to approval by the FMC. The law also imposes limitations on dividend distributions and puts in place intervention mechanisms in the event of insolvency.

The regulator examines all banks from time to time, generally at least once a year. Banks are also required to submit their financial statements monthly to the FMC, and the banks' financial statements are published at least four times a year in a newspaper with countrywide coverage. In addition, banks are required to provide extensive information regarding their operations at various periodic intervals to the FMC. A bank's annual financial statements and the opinion of its independent auditors must also be submitted to the FMC.

Any person wishing to acquire, directly or indirectly, 10.0% or more of the share capital of a bank must obtain the prior approval of the FMC. Absent such approval, the acquirer of shares so acquired will not have the right to vote. The FMC may only refuse to grant its approval, based on specific grounds set forth in the General Banking Law.

According to Article 35 *bis* of the General Banking Law, the prior authorization of the regulator is required for:

- the merger of two or more banks;
- the acquisition of all or a substantial portion of a bank's assets and liabilities by another bank;
- the control by the same person, or controlling group, of two or more banks; or
- a substantial increase in the existing control of a bank by a controlling shareholder of that bank.

The intended purchase, merger or expansion may be denied by the regulator with an accompanying resolution recording the specific reasons for denial and with agreement of a majority of the Board of Directors of the Central Bank.

Pursuant to the regulations of the FMC, the following ownership disclosures are required:

- a bank is required to inform the FMC of the identity of any person owning, directly or indirectly, 5.0% or more of such banks' shares;
- holders of ADSs must disclose to the Depositary the identity of beneficial owners of ADSs registered under such holders' names;
- the Depositary is required to notify the bank as to the identity of beneficial owners of ADSs that such Depositary has registered and the bank, in turn, is required to notify the FMC as to the identity of the beneficial owners of the ADSs representing 5.0% or more of such banks' shares; and
- bank shareholders who individually hold 10.0% or more of a bank's capital stock and who are controlling shareholders must periodically inform the FMC of their financial condition.

Limitations on Types of Activities

Chilean banks can only conduct those activities allowed by the General Banking Law: making loans, accepting deposits and, subject to limitations, making investments and performing financial services. Investments are restricted to real estate for the bank's own use, gold, foreign exchange and debt securities. Through subsidiaries, banks may also engage in other specific financial service activities such as securities brokerage services, equity investments, securities, mutual fund management, investment fund management, financial advisory and leasing activities. Subject to specific limitations and the prior approval of the FMC and the Central Bank, Chilean banks may own majority or non-controlling interests in foreign banks.

Deposit Insurance

The Chilean government guarantees certain time and demand deposits and savings accounts held by natural persons with a maximum value of UF400 per person (Ch$12,396,696 or U.S.$14,580 as of December 31, 2021) per calendar year in the entire financial system and a maximum of UF200 per person per bank.

Reserve Requirements

Deposits are subject to a reserve requirement of 9.0% for demand deposits and 3.6% for time deposits (with terms of less than one year). For purposes of calculating the reserve obligation, banks are authorized to deduct daily from their foreign currency denominated liabilities, the balance in foreign currency of certain loans and financial investments held outside of Chile, the most relevant of which include:

- cash clearance account, which should be deducted from demand deposit for calculating reserve requirement;
- certain payment orders issued by pension providers; and
- the amount set aside for "technical reserve" (as described below), which can be deducted from reserve requirement.

The Central Bank has statutory authority to require banks to maintain reserves of up to an average of 40.0% for demand deposits and up to 20.0% for time deposits (irrespective, in each case, of the currency in which they are denominated) to implement monetary policy. In addition, to the extent that the aggregate amount of the following types of liabilities exceeds 2.5 times the amount of a bank's regulatory capital, a bank must maintain a 100.0% "technical reserve" against them: demand deposits, deposits in checking accounts, or obligations payable on sight incurred in the ordinary course of business, and in general all deposits unconditionally payable immediately but excluding interbank demand deposits. As of December 31, 2021, the Central Bank required the Issuer to maintain an additional technical reserve of Ch$4,272,695 million, representing 15.2% of the Issuer's demand deposits, due to the strong rise in demand deposits since the beginning of the pandemic.

Minimum Capital

On October 9, 2020, the FMC published the final regulation on regulatory capital to comply with effective net worth rules in accordance with Basel III and the General Banking Law. The new regulation became effective on December 1, 2021 is being gradually implemented and adjusted to be fully in place by December 1, 2025. Pursuant to the proposed regulation, there are three levels of capital: core capital level 1 or CET1 (core capital), Additional Tier I capital or AT1 (perpetual bonds and preferred stock) and Tier 2 or T2 capital (subordinated bonds and voluntary provisions). Regulatory capital is composed of the sum of CET1, AT1 and T2 after making some deductions, mainly for intangible assets, hybrid securities issued by foreign subsidiaries, partial deduction for deferred taxes and some reserve and profit accounts. The minimum total regulatory capital is 8% of risk-weighted assets ("RWA"), which includes credit, market, and operational risk. This minimum rises in line with the size, complexity and solvency of a bank and the FMC's assessment of a bank's management.

According to Chilean regulations, regulatory core capital must be as a minimum 4.5% of RWA of a bank. In addition, and to avoid restrictions on dividend payments, a bank must have an additional conservation buffer of 2.5% of RWA. The conservation buffer will be gradually phased in by 2025 and must be comprised of core capital. The Central Bank may set an additional counter cyclical buffer of up to 2.5% of risk-weighted assets

in agreement with the FMC, also composed of core capital. As of the date hereof, counter cyclical buffer has not been defined yet.

On November 2, 2020 the FMC published the final guidelines regarding the identification and core capital charge for banks considered Systemically Important Banks ("SIBs"). The FMC, in agreement with the Central Bank, also imposed additional capital requirements for SIBs of between 1-3.5% of risk-weighted assets. This additional capital requirement is being gradually phased in by 25% beginning on December 2021 until December 2025. With the implementation of additional capital requirements for SIBs, the requirement imposed on Banco Santander Chile to have a minimum regulatory capital ratio of 11% compared to the 8% limit for most other banks in Chile will be gradually phased out and replaced by the new regulatory requirements for a SIB.

There are a total of four factors that are weighted to reach a market share:

1. Size (weighted at 30%): Includes total assets consolidated in the domestic market.

2. Domestic interconnection (weighted at 30%): Includes assets and liabilities with financial institutions (banks and non-banks) and assets in circulation in the Chilean financial market (equity and fixed income).

3. Domestic substitution (weighted at 20%): Includes the share in local payments, assets in custody, deposits and loans.

4. Complexity (weighted at 20%): Includes factors that could lead to greater difficulties regarding costs and/ or time for the orderly resolution of the Issuer. These include the notional amount of OTC derivatives, inter-jurisdictional assets and liabilities and available-for-sale assets.

The minimum amount of the sum of the factors to be considered systemic is 1,000 bp, equivalent to a weighted participation of 10% of all four factors. The core capital additional charge depends on the size of the total factor, as set out in the table below:

Systemic Level	Range (bp)	Core capital additional charge (% of risk-weighted assets)
I	1,000-1,300	1.0%-1.25%
II	1,300-1,800	1.25%-1.75%
III	1,800-2,000	1.75%-2.5%
IV	>=2,000	2.5%-3.5%

The Central Bank may also require for a SIB: (1) the addition of up to 2.0% to the core capital to a bank's total assets ratios; (2) a reduction in the technical reserve requirement trigger from 2.5 times regulatory capital to 1.5 times regulatory capital; and/or (3) a reduction in the interbank loan limit to 20% of regulatory capital of any SIB. On March 30, 2022, the FMC informed the market that we were classified as a Level II SIB with a requirement of maintaining 1.5% of RWA as core capital to fulfill this requirement.

Banks must also have at least 1.5% of RWA in Additional Tier 1 capital (AT1), either in the form of preferred shares or perpetual bonds, both of which may be convertible to common equity. The maximum amount of AT1 is set at 1/3 of core capital. As a temporary measure, the FMC permits banks to fulfill their minimum AT1 requirement with Tier II instruments. In October 2021, the Issuer issued an AT1 perpetual bond for U.S.$700 million with no fixed maturity and not redeemable before five years from the date of issuance. The bond is convertible to shares if the banks CET1 ratio falls below 5.125% in line with the FMC conditions and requirements for the issuance of perpetual bonds and preferred equity.

Tier 2 capital is now set at a minimum of 2% of RWA. Tier 2 capital includes subordinated bonds and up to the equivalent of 50% of core capital can be considered Tier 2. Additional provision in accordance to the rules of General Banking Law can also be considered Tier 2 in amount up to 1.25% of RWA.

The General Banking Law also incorporates Pillar 2 capital requirements with the objective of ensuring an adequate risk management. The objective of this pillar is to ensure that banks maintain capital levels that

are consistent with their risk profile and business model and encourages the development and use of appropriate processes to monitor and manage their risks. Pillar 2 also granted the regulators the power to impose greater capital requirements as a result of deficient evaluations of a bank's internal capital adequacy assessment process (ICAAP), which should consider a bank's risk profile and a strategy to sustain adequate levels of capital, even under stress scenarios. Pillar 2 also focuses on risks not considered in Pillar 1 such as reputational risks, concentration risks, liquidity risks and interest rate risks. The FMC, with at least four votes from the Council of the FMC, will have the power to impose additional regulatory capital demands of up to 4% of risk-weighted assets, either Tier I or Tier II, if it determines that the previous capital levels and buffers are not enough for a particular financial institution. Following the FMC latest revision of the Issuer's solvency and management, a 0% Pillar 2 requirement was set in January 2022 for the Issuer.

The following table sets forth the regulatory capital demands under the General Banking Law:

Minimum capital requirements: Basel III, previous GBL and new requirements

Capital categories	General Banking Law
(% over risk weighted assets)	
(1) Core capital	4.5%
(2) Additional Tier 1 Capital (AT1)	Minimum 1.5%, up to 1/3 of core capital
(3) Total Tier 1 Capital (1+2)	**6.0%**
(4) Tier 2 Capital	Minimum 2.0% with subordinated bonds up to 50% of core capital and additional provisions up to 1.25% of RWAs
(5) Total Regulatory Capital (3+4)	**8.0%**
(6) Conservation Buffer	2.5 CET1
(7) Total Equity Requirement (5+6)	**10.5%**
(8) Counter Cyclical Buffer	up to 2.5 CET1
(9) SIB Requirement	Between 1 - 3.5% CET1
(10) Pillar 2	Up to 4% CET1 or Tier 2

Risk Weightings

On December 1, 2020 the FMC published the final regulations to establishing risk weightings for calculating capital adequacy ratios under the General Banking Law.

The Basel Committee on Banking Supervision (BCBS) defines credit risk (CR) as the risk that a debtor or bank counterparty does not meet its obligations in accordance with the agreed terms. Credit risk is the most relevant in the Chilean banking industry. The prior mechanism estimated Risk Weighted Assets by Credit Risk (RWCR) using a methodology based on the Basel I standard. The standard method with Basel III standards is more advanced, since it has categories that depend on the type of counterparty and different risk factors. These categories are not based on accounting criteria, but rather on the underlying risk. Thus, all exposures that have mortgage guarantees, for example mortgage loans for housing, have a different treatment from those exposures not guaranteed by a mortgage.

Additionally, in the case of mortgage-backed exposures, there are different types of treatment depending on the type of real estate and whether the obligations are paid with income generated by the property itself. The new framework also allows the use of internal methodologies, subject to compliance with minimum requirements. The new standards for weighing credit risk includes the possibility of reducing RWCR when considering credit risk mitigators, such as compensation agreements, guarantees and other compensations.

The Basel Committee on Banking Supervision (BCBS) defines operational risk (OR) as the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. This definition includes legal risk but excludes strategic and reputational that a debtor or bank counterparty does not meet its obligations in accordance with the agreed terms. In order to estimate the operational risk coefficient, two factors are considered:

1. The business indicator component (BIC): A component that considers interest income, interest earning assets, dividend income, financial transactions, fees, and other operational income and expenses. These are then multiplied by a marginal coefficient.

2. Internal Loss Multiplier (ILM): This component is based on 10 years of historical operational losses, or at least five years in some special cases

BCBS defines market risk (MR) as the risk of losses arising from movements in market prices. The risks subject to market risk capital requirements mainly includes: interest rate risk, credit spread risk, equity risk, foreign exchange (FX) risk and commodities risk for trading book instruments; and FX risk and commodities risk for banking book instruments. The FMC does not permit banks to use internal models for calculating MRWA and instead only permits the usage of simple standardized models.

In March 2022, the FMC sent a letter to the Issuer following an inquiry regarding the formula for risk weighting IRS derivatives for market risk. As a result of their response, we modified this calculation and restated our capital ratios for 2021 using this new method. The following table sets forth the Issuer's RWA and regulatory capital as of December 31, 2021 under Basel III as required by the Chilean regulator, including the recent modification requested by the FMC:

	December 31, 2021
Risk-weighted assets Ch$mn	
Market risk……..	5,599,484
Operational risk.....	3,316,895
Credit risk.....	29,019,932
Total RWA……	**37,936,311**

	December 31, 2021	Ratio December 31, 2021
	(Ch$ million)	(% of RWA)
Core capital	**3,494,580**	**9.2%**
Additional Tier I	956,666	2.5%
Tier I	4,451,246	11.7%
Tier II	1,325,585	3.5%
Regulatory capital	**5,776,831**	**15.2%**

The Issuer believes its current capital levels are adequate, but it cannot rule out having to raise additional capital in the future in order to maintain its capital adequacy ratios above the minimum required by the FMC.

Lending Limits

Under the General Banking Law, Chilean banks are subject to certain lending limits, including the following material limits:

- a bank may not extend to any entity or individual (or any one group of related entities), except for another financial institution, directly or indirectly, unsecured credit in an amount that exceeds 10.0% of the bank's regulatory capital, or in an amount that exceeds 30.0% of its regulatory capital if the excess over 10.0% is secured by certain assets with a value equal to or higher than such excess. In the case of financing infrastructure projects built by government concession, the 10.0% ceiling for unsecured credits is raised to 15.0% if secured by a pledge over the concession, or if granted by two or more banks or finance companies which have executed a credit agreement with the builder or holder of the concession in the case of export loans in foreign currency the ceiling is raised to 30%;

- a bank may not extend loans to another financial institution subject to the General Banking Law in an aggregate amount exceeding 30.0% of its regulatory capital;

- a bank may not grant loans to a single business group, as such term is defined in Title XV of Law 18,045, that exceeds 30% of the bank's regulatory capital (excluding interbank loans);

- if a bank originates a loan in excess of these limits, a fine equivalent to 10% of the excess will be applied to the bank;

- a bank may not directly or indirectly grant a loan whose purpose is to allow an individual or entity to acquire shares of the lender bank;

- a bank may not lend, directly or indirectly, to a director or any other person who has the power to act on behalf of the bank; and

- a bank may not grant loans to related parties (including holders of more than 1.0% of its shares) on more favorable terms than those generally offered to non-related parties. Loans granted to related parties are subject to the limitations described in the first bullet point above. In addition, the aggregate amount of loans to related parties may not exceed a bank's regulatory capital.

In addition, the General Banking Law limits the aggregate amount of loans that a bank may grant to its employees to 1.5% of its regulatory capital, and provides that no individual employee may receive loans in excess of 10.0% of this 1.5% limit. Notwithstanding these limitations, a bank may grant to each of its employees a single residential mortgage loan for personal use during such employee's term of employment.

Allowance for Loan Losses under Chilean Bank GAAP

Chilean banks are required to provide to the FMC detailed information regarding their loan portfolio on a monthly basis. The FMC examines and evaluates each financial institution's credit management process, including its compliance with the loan classification guidelines. Banks are classified into four categories: 1, 2, 3 and 4. Each bank's category depends on the models and methods used by the bank to classify its loan portfolio, as determined by the FMC. Category 1 banks are those banks whose methods and models are satisfactory to the FMC. Category 1 banks will be entitled to continue using the same methods and models they currently have in place. A bank classified as a category 2 bank will have to maintain the minimum levels of reserves established by the FMC while its Board of Directors will be made aware of the problems detected by the FMC and required to take steps to correct them. Banks classified as categories 3 and 4 will have to maintain the minimum levels of reserves established by the FMC until they are authorized by the FMC to do otherwise. Santander-Chile is categorized as a "Category 1" bank.

A detailed description of the models established for determining loan loss allowances is set forth in "Item 5. Operating and Financial Review and Prospects—C. Selected Statistical Information—Classification of Loan Portfolio" of the Issuer's 2021 IFRS Annual Report and in "Note 1—Summary of Significant Accounting Policies" of the Audited Consolidated Financial Statements incorporated by reference herein.

Capital Markets

Under the General Banking Law, banks in Chile may purchase, sell, place, underwrite and act as paying agents with respect to certain debt securities. Likewise, banks in Chile may place and underwrite certain equity securities. Bank subsidiaries may also engage in debt placement and dealing, equity issuance advice and securities brokerage, as well as in financial leasing, mutual fund and investment fund administration, investment advisory services and merger and acquisition services. These subsidiaries are regulated by the FMC.

Legal Provisions Regarding Banking Institutions with Economic Difficulties

Article 112 of the General Banking Law provides that if specified adverse economic circumstances exist at any bank, its Board of Directors must approve a financing plan to correct the situation and present it to the FMC. In its proposal, the bank must state the scheduled time within which the plan will be completed, which may not exceed six months. If one of the measures contained in the financing plan is to increase the capital of the bank by the amount necessary to return the bank to financial stability, the Board of Directors must call a special shareholders' meeting to the capital increase. If the shareholders reject the capital increase, the FMC may apply one or more of the restrictions stated in Article 116 of the General Banking Law for a period not exceeding six months, which may be renewed once for the same period. These restrictions include limiting

the bank's ability to grant loans to any person or legal entity linked (directly or through third parties) to the property or management of the bank, limiting loan renewals for more than 180 days, limiting security documents governing existing loans, among others.

If the approval of shareholders is required for a different measure included in the plan, the Board of Directors must call the shareholders' meeting within 15 days. The General Banking Law provides that the bank may receive a three-year term loan from one or more banking institutions. The terms and conditions of such a loan must be approved by the directors of both banks, as well as by the FMC, but need not be submitted to any institution's shareholders for their approval. In any event, a creditor bank cannot grant interbank loans to an insolvent bank in an amount exceeding 25.0% of the creditor bank's regulatory capital. If the bank is unable to pay the loan to its creditors, article 115 of the General Banking Law provides that a bank's unpaid debt may be: (i) capitalized in a merger between the bank and creditor bank, where the creditor bank may establish the terms and conditions of the merger provided such terms and conditions are approved by the FMC; (ii) used to complete a capital increase agreed by the bank, provided that the shares are issued by a third party; and (iii) to subscribe and pay a capital increase. The shares acquired by the creditor bank must be sold within a period of 180 days, which can be extended by the FMC for a further 180 days.

Dissolution and Liquidation of Banks

The FMC may establish that a bank should be liquidated for the benefit of its depositors or other creditors when such bank does not have the necessary solvency to continue its operations. In such case, the FMC must revoke a bank's authorization to exist and order its mandatory liquidation, subject to agreement by the Central Bank. The FMC must also revoke a bank's authorization if the reorganization plan of such bank has been rejected twice. The resolution by the FMC must state the reason for ordering the liquidation and must name a liquidator, unless the FMC assumes this responsibility. When a liquidation is declared, all checking accounts and other demand deposits received in the ordinary course of business, are required to be paid by using existing funds of the bank, its deposits with the Central Bank or its investments in instruments that represent its reserves. If these funds are insufficient to pay these obligations, the liquidator may seize the rest of the bank's assets, as needed. If necessary and in specified circumstances, the Central Bank will lend the bank the funds necessary to pay these obligations. Any such loans are preferential to any claims of other creditors of the liquidated bank.

On January 12, 2019, Law No. 21,130 was published in the Official Gazette of Chile. The law modernizes banking legislation including the General Banking Law by, among other things, transferring the supervisory powers of the SBIF to the FMC, updating the capital and risk management requirements applicable to banking companies in accordance with the Basel III standards, and introducing measures for the early regularization and intervention of banking companies that are at risk of insolvency.

With respect to measures for early regularization, Law No. 21,130 establishes an obligation on banks to inform the FMC if any of the regulatory non-compliance situations listed in Article 112 of the General Banking Law arise or if it has detected any event indicative of financial instability or deficient administration. Within five days of notifying the FMC, the bank must present a regularization plan approved by its board of directors containing concrete measures that shall remedy the relevant situation and ensure the bank's normal performance. The bank must comply with the regularization plan within 6 months of the resolution approving it. During the implementation of the plan, the bank must also submit periodic reports on its progress to the FMC, and the FMC may require the implementation of additional measures and/or prohibitions it deems necessary for the plan's success.

Article 161 of the General Banking Law provides that directors, managers, administrators and attorneys-in-fact who, without written authorization from the FMC, agree to, perform or cause the execution of any of the acts prohibited under Article 116 of the General Banking Law shall be imprisoned for a term within the medium to maximum range. If a bank fails to submit the regularization plan, the plan is rejected by the FMC, the bank fails to comply with any of the measures set out in the plan, the bank repeatedly breaches the plan's terms or is subject to fines, or if any serious event occurs that raises concerns for the bank's financial stability, the FMC may appoint a delegated inspector, who shall have powers to, among other things, suspend any agreement of the board of directors or act of the attorneys-in-fact of the institution, and/or a provisional administrator, who shall have all the ordinary faculties that the law and the by-laws provide for the board of directors, or whoever acts in its place, and for the general manager.

Other amendments incorporated by Law No. 21,130 include the elimination of creditors' agreements as a mechanism for regularizing a bank's financial situation, the incorporation of modifications to financial system capitalization and preventive capitalization, and the incorporation of further requirements for bank directors.

Obligations Denominated in Foreign Currencies

The Issuer must also comply with various regulatory and internal limits regarding exposure to movements in foreign exchange rates (See "Item 11. Quantitative and Qualitative Disclosures About Market Risk" of the Issuer's 2021 IFRS Annual Report).

Loans and Investments in Foreign Securities

Under current Chilean banking regulations, banks in Chile may grant loans to foreign individuals and entities and invest in certain securities of foreign issuers. Banks may grant commercial loans and foreign trade loans, and can buy loans granted by banks abroad. Banks in Chile may also invest in debt securities traded in formal secondary markets. Such debt securities must be (1) securities issued or guaranteed by foreign sovereign states or their central banks or other foreign or international financial entities, and (2) bonds issued by foreign companies. If the sum of investment in foreign securities and loans granted outside of Chile surpasses 70.0% of regulatory capital, the amount that exceeds 70.0% is subject to a mandatory reserve of 100.0%.

Table 1

Rating Agency	Short Term	Long Term
Moody's	P2	Baa3
Standard and Poor's	A3	BBB-
Fitch	F2	BBB-
Dominion Bond Rating (DBRS)	R-2	BBB (low)

In the event that the sum of: (a) loans granted abroad that are not to subsidiaries of Chilean companies, and that have a rating of BB- or less and do not trade on a foreign stock exchange, and (b) the investments in foreign securities which have a rating that is below that indicated in Table 1 above, but is equal to or exceeds the ratings mentioned in the Table 2 below and exceeds 20.0% (and 30.0% for banks with a BIS ratio equal or exceeding 10% of the regulatory capital of such bank), the excess is subject to a mandatory reserve of 100.0%.

Table 2

Rating Agency	Short Term	Long Term
Moody's	P2	Ba3
Standard and Poor's	A-2	BB-
Fitch	F2	BB-
Dominion Bond Rating (DBRS)	R-2	BB (low)

In addition, banks may invest in foreign securities whose ratings are equal or exceed those mentioned in Table 3 below for an additional amount equal to 70% of their regulatory capital. This limit constitutes an additional margin and is not subject to the 100% mandatory reserve.

Additionally, a Chilean bank may invest in foreign securities whose rating is equal to or exceeds those mentioned in Table 3 below in: (i) demand deposits with foreign banks, including overnight deposits in a single entity; and (ii) securities issued or guaranteed by sovereign states or their central banks or securities issued or guaranteed by foreign entities within the Chilean State, though investment will be subject to the limits by issuer up to 30.0% and 50.0%, respectively, of the regulatory capital of the Chilean bank that makes the investment. If these foreign securities do not have a rating, the individual limit will be 10.0% of regulatory capital.

Table 3

Rating Agency	Short Term	Long Term
Moody's	P1	Aa3
Standard and Poor's	A1+	AA-
Fitch	F1+	AA-
DBRS	R-1 (high)	AA(low)

Moreover, the sum of all demand deposits with foreign banks, including overnight deposits to related parties, as defined by the Central Bank and the FMC, cannot surpass 25.0% of a bank's regulatory capital. This limit excludes foreign branches of Chilean banks or their subsidiaries, but must include amounts deposited by these entities in related parties abroad.

Chilean banks may only invest in equity securities of foreign banks and certain other foreign companies which may be affiliates of the bank or which would be complementary to the bank's business if such companies were incorporated in Chile.

United States Supervision and Regulation

Financial Regulatory Reform

Banking statutes and regulations are continually under review by the United States Congress. In addition to laws and regulations, the U.S. bank regulatory agencies may issue policy statements, interpretive letters and similar written guidance. Many changes have occurred as a result of the 2010 Dodd-Frank Act and its implementing regulations, most of which are now in place. More recently, there have been several statutory and regulatory initiatives aimed at providing relief for the financial services industry. The Board of Governors of the Federal Reserve System (the "Federal Reserve Board") retains the right to apply enhanced prudential standards to foreign banking organizations ("FBOs") with greater than $100 billion in global total consolidated assets, such as Santander Spain.

In October 2019, the federal banking agencies issued final rules that adjust the thresholds at which certain enhanced prudential standards and capital and liquidity requirements apply to certain banking organizations, including large FBOs such as Santander Spain. As a result, Santander Spain is now generally subject to less restrictive enhanced prudential standards and capital and liquidity requirements than under previously applicable regulations.

Under the current administration, however, banking organizations, including large FBOs, may become subject to increased scrutiny and more extensive legal and regulatory requirements than under the prior presidential and congressional regime. In addition, changes in key personnel at the agencies that regulate such banking organizations, including the federal banking regulators, may result in differing interpretations of existing rules and guidelines and potentially more stringent enforcement and more severe penalties than previously.

Volcker Rule

Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and its implementing rules (collectively, the "**Volcker Rule**") prohibit "banking entities" from engaging in certain forms of proprietary trading or from sponsoring or investing in "covered funds," in each case subject to certain exceptions. The Volcker Rule also limits the ability of banking entities and their affiliates to enter into certain transactions with covered funds with which they or their affiliates have certain relationships. Banking entities such as the Issuer and Santander Spain were required to bring their activities and investments into compliance with the requirements of the Volcker Rule by the end of the conformance period applicable to each requirement.

Santander Spain has assessed how the Volcker Rule affects its businesses and subsidiaries, including Santander-Chile, and has brought its activities into compliance. The Santander Group has adopted processes to establish, maintain, enforce, review and test the compliance program designed to achieve and maintain compliance with the Volcker Rule. The Volcker Rule contains exclusions and certain exemptions for market-making, hedging, underwriting, trading in U.S. government and agency obligations, as well as certain foreign government obligations, and trading solely outside the United States, and also permits certain ownership interests in certain types of funds to be retained. Santander Spain's non-U.S. banking organization

subsidiaries, including Santander-Chile, are largely able to continue their activities outside the United States in reliance on the "solely outside the U.S." exemptions from the Volcker Rule. Those exemptions generally exempt proprietary trading, and sponsoring or investing in covered funds if, among other restrictions, the essential actions take place outside the United States and any transactions are not with U.S. persons.

On July 21, 2017 the five regulatory agencies charged with implementing the Volcker Rule announced the coordination of reviews of the treatment of certain foreign funds that are investment funds organized and offered outside of the United States and that are excluded from the definition of covered fund under the agencies' implementing regulations. Also in July 2017, the Federal Reserve issued guidelines for banking entities seeking an extension to conform certain "seeding" investments in covered funds to the requirements of the Volcker Rule.

In June 2019, the five regulatory agencies charged with implementing the Volcker Rule finalized amendments to the Volcker Rule. These amendments tailor the Volcker Rule's compliance requirements to the amount of a firm's trading activity, revise the definition of trading account, clarify certain key provisions in the Volcker Rule, and modify the information companies are required to provide the federal agencies. Santander-Chile will still largely rely on the "solely outside the U.S. exemption" to conduct its trading activities.

In June 2020, the five federal agencies finalized additional amendments to the Volcker Rule related to the restrictions on ownership interests in, sponsorship of and relationships with covered funds. These amendments became effective on October 1, 2020 with no impact on Santander Chile. Santander Spain will continue to monitor Volcker Rule-related developments and assess their impact on its operations, including those of Santander-Chile, as necessary.

U.S. Anti-Money Laundering, Anti-Terrorist Financing, and Foreign Corrupt Practices Act Regulations

The Issuer, as a foreign private issuer whose securities are registered under the Exchange Act, is subject to the U.S. Foreign Corrupt Practices Act (the "**FCPA**"). The FCPA generally prohibits such issuers and their directors, officers, employees and agents from using any means or instrumentality of U.S. interstate commerce in furtherance of any offer or payment of money to any foreign official or political party for the purpose of influencing a decision of such person in order to obtain or retain business. It also requires that the issuer maintain books and records and a system of internal accounting controls sufficient to provide reasonable assurance that accountability of assets is maintained and accurate financial statements can be prepared. Penalties, fines and imprisonment of the Issuer's officers and/or directors can be imposed for violations of the FCPA.

Furthermore, the Issuer is subject to a variety of U.S. anti-money laundering and anti-terrorist financing laws and regulations, such as the Bank Secrecy Act of 1970, as amended, and the USA PATRIOT Act of 2001, as amended, and a violation of such laws and regulations may result in substantial penalties, fines and imprisonment of the Issuer's officers and/or directors.

The Anti-Money Laundering Act of 2020 ("AML Act"), enacted on January 1, 2021 as part of the National Defense Authorization Act, does not directly impose new requirements on banks, but requires the U.S. Treasury Department to issue National Anti-Money Laundering and Countering the Financing of Terrorism Priorities, and conduct studies and issue regulations that may, over the next few years, significantly alter some of the due diligence, recordkeeping and reporting requirements that the Bank Secrecy Act and Patriot Act impose on banks. The AML Act also contains provisions that promote increased information-sharing and use of technology, and increases penalties for violations of the Bank Secrecy Act and includes whistleblower incentives, both of which could increase the prospect of regulatory enforcement.

DESCRIPTION OF THE NOTES

General

The Issuer may issue and have outstanding from time to time up to U.S.$5,500,000,000 principal amount in the aggregate of Medium-Term Notes (the "**Notes**") under this Program. Unless otherwise specified in the Final Terms, the minimum specified denomination of the Notes will be €100,000 (or, if the Notes are denominated in a currency other than the Euro, the equivalent amount in such currency) or such higher amount as may be allowed or required from time to time by the relevant Central Bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. The Notes will have the terms described below, including, as described below, the terms specified in the Final Terms of the applicable Series of Notes, except that references below to interest payments and interest-related information do not apply to certain OID Notes (as defined in "Taxation").

The Notes are to be issued under a Fiscal and Paying Agency Agreement dated as of June 30, 2016 among the Issuer, Bank of America, National Association, London Branch as fiscal agent, paying agent and transfer agent (in such capacity, the "**Fiscal and Paying Agent**"), Bank of America, National Association, as U.S. paying agent, U.S. registrar and U.S. transfer agent, Bank of America Europe DAC as the European Registrar, and the other paying agents and transfer agents named therein, as further amended and supplemented from time to time (the "**Fiscal Agency Agreement**"), in registered or bearer form as specified in the applicable Final Terms. The following description of certain provisions of the Fiscal Agency Agreement is subject to, and qualified in its entirety by reference to, all the provisions of the Fiscal Agency Agreement, including the definitions therein of certain terms.

The Issuer may, from time to time, open one or more series of Notes (each, a "**Series**") and issue Additional Notes (as defined below in "Additional Notes") with the same terms (including maturity and interest payment terms but excluding original issue date and public offering price) as Notes issued on an earlier date; provided that a Series of Notes may not comprise both Notes in bearer form and Notes in registered form. After such Additional Notes are issued they will be fungible with the previously issued Notes to the extent specified in the applicable Final Terms, provided further that if the Additional Notes are not fungible with the earlier Notes for United States federal income tax purposes, the Additional Notes will have a separate CUSIP number. Each such Series may contain one or more tranches of Notes (each, a "**Tranche**") having identical terms, including the original issue date and the public offering price; provided that a Tranche of Notes may not comprise both Notes in bearer form and Notes in registered form.

Each Note will be unsecured and will be either a senior or a subordinated debt obligation. Notes which are senior debt obligations will rank equally with all other unsecured and unsubordinated obligations of the Issuer thereof. Notes which are subordinated debt obligations will rank junior in right of payment to all senior indebtedness as specified in the applicable Final Terms, which will set forth the precise terms of such subordination.

The Final Terms relating to a Tranche of Notes issued by the Issuer will describe the following terms: (i) the currency or composite currency in which the Notes of such Tranche will be denominated (each such currency or composite currency, a "**Specified Currency**") and, if other than the Specified Currency, the currency or composite currency in which payments on the Notes of such Series will be made (and, if the Specified Currency or currency or composite currency of payment is other than U.S. Dollars, certain other terms relating to such Notes (a "**Foreign Currency Note**") and such Specified Currency or such currency or composite currency of payment); (ii) whether such Notes are Fixed Rate Notes or Floating Rate Notes (including whether such Notes are Regular Floating Rate Notes, Floating Rate/Fixed Rate Notes or Inverse Floating Rate Notes, each as defined below); (iii) the price at which such Notes will be issued (the "**Issue Price**"); (iv) the date on which such Notes will be issued (the "**Original Issue Date**"); (v) the date on which such Notes will mature; (vi) whether such notes are senior or subordinated and, if subordinated, the terms of the subordination; (vii) if such Notes are Fixed Rate Notes, the rate per annum at which such Notes will bear interest, if any; (viii) if such Notes are Floating Rate Notes, the base rate (the "**Base Rate**"), the initial interest rate (the "**Initial Interest Rate**"), the minimum interest rate (the "**Minimum Interest Rate**") (provided that if no Minimum Interest Rate is specified or if indicated that the Minimum Interest Rate is "not applicable," the Minimum Interest Rate shall be zero), the maximum interest rate (the "**Maximum Interest Rate**"), the Interest Payment Dates, the period to maturity of the instrument, obligation or index with respect to which the calculation agent will calculate the interest rate basis or bases (the "**Index Maturity**"), the Spread and/or Spread Multiplier (all as defined below), if any, (ix) whether such Notes may be redeemed at the option of the Issuer, or repaid at the option of the holder, prior to its stated maturity as described under "**Optional Redemption**" and "**Repayment at the**

Noteholders' Option; Repurchase" below and, if so, the provisions relating to such redemption or repayment; (x) any relevant tax consequences associated with the terms of the Notes which have not been described under "**Taxation—United States Federal Income Taxation**" below; and (xi) if such Notes are Additional Notes (as defined below), a description of the original issue date and aggregate principal amount of the prior Tranche of Notes having terms (other than the original issue date and public offering price) identical to such Additional Notes. In addition, each Final Terms with respect to a Tranche of Notes will identify the Dealer(s) participating in the distribution of such Notes. See "**Plan of Distribution**." Each Final Terms relating to Notes will be in, or substantially in, the relevant forms included under "**Form of Final Terms**" below.

If any Notes are to be issued as Foreign Currency Notes, the applicable Final Terms will specify the currency or currencies, which may be composite currencies, in which the purchase price of such Notes are to be paid by the purchaser, and the currency or currencies, which may be composite currencies, in which the principal at maturity or earlier redemption, premium, if any, and interest, if any, with respect to such Notes may be paid, if applicable. See "**Special Provisions Relating to Foreign Currency Notes**."

Subject to such additional restrictions as are described under "**Special Provisions Relating to Foreign Currency Notes**," Notes of each Tranche will mature on a day specified in the applicable Final Terms, as selected by the initial purchaser and agreed to by the Issuer. In the event that such maturity date of any Notes or any date fixed for redemption or repayment of any Notes (collectively, the "**Maturity Date**") is not a Business Day (as defined below), principal and interest payable at maturity or upon such redemption or repayment will be paid on the next succeeding Business Day with the same effect as if such Business Day were the Maturity Date. No interest shall accrue for the period from and after the Maturity Date to such next succeeding Business Day. Except as may be specified in the applicable Final Terms, all Notes will mature at par.

In the case of Fixed Rate Notes, the applicable Final Terms will specify the yield as of the Original Issue Date. The yield is calculated at the Original Issue Date on the basis of the Issue Price. It is not an indication of future yield.

"**Business Day**" means, unless otherwise specified in the applicable Final Terms, any day other than a Saturday or Sunday or any other day on which banking institutions are generally authorized or obligated by law or regulation to close in (i) the principal financial center of the country in which the Issuer is incorporated, (ii) the principal financial center of the country of the currency in which the Notes are denominated (if the Note is denominated in a Specified Currency other than Euro) and (iii) any additional financial center specified in the applicable Final Terms (as the case may be); provided, however, that with respect to Notes denominated in Euro, such day is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open.

Forms of Notes

Bearer Notes

If specified in the applicable Final Terms, Notes of each Tranche will be in bearer form ("**Bearer Notes**") and will initially be represented by one or more temporary global Notes or permanent global Notes, without interest coupons attached and, in the case of definitive Notes, will be serially numbered and will:

(i) if any such global Note is intended to be issued in new global note ("**NGN**") form, as stated in the applicable Final Terms, be delivered to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank S.A./N.V. as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") (each an "**ICSD**" and together the "**ICSDs**"):

(a) *records of the ICSDs*. The principal amount and/or number of each Note represented by the global Note shall be the amount from time to time entered in the records of both ICSDs, provided, however, that the aggregate principal amount of Notes represented by a global Note shall be as set forth on the face of such note. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the principal amount and/or number of each Note represented by the global Note and, for these purposes, a statement (which statement shall be made available to the bearer upon request) issued by an ICSD stating the principal amount and/or number of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time;

(b) on any redemption or payment of an installment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by such global Note the Issuer shall procure that details of any redemption, payment, or purchase and cancellation (as the case may be) in respect of the global Note shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the principal amount and/or number of the Notes recorded in the records of the ICSDs and represented by the global Note shall be reduced by the aggregate principal amount and/or number of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such installment so paid; and

(ii) if any such global Note is to be issued in classic global note form ("**CGN**"), be delivered to a common depositary (the "**Common Depositary**") for Euroclear and Clearstream, Luxembourg or any other recognized or agreed clearing system.

Bearer Notes in definitive form will be issued with coupons attached. Except as set out below, title to Bearer Notes and any coupons will pass by delivery. The Issuer, the Fiscal Agent and any Paying Agent (as defined below) may deem and treat the bearer of any Bearer Note or coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding sentence. For so long as any of the Notes are represented by a global Note, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuer, the Fiscal Agent and any Paying Agent as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, the right to which shall be vested, as against the Issuer, the Fiscal Agent and any Paying Agent solely in the bearer of the relevant global Note in accordance with and subject to its terms (and the expressions "**Noteholder**" and "**Holder of Notes**" and related expressions shall be construed accordingly). Notes which are represented by a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or of Clearstream, Luxembourg, as the case may be.

References herein to "**Bearer Notes**" shall, except where otherwise indicated, include interests in a temporary or permanent global Note as well as definitive Notes and any coupons attached thereto.

The applicable Final Terms will specify whether (i) United States Treasury Regulation §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form as such rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended), (the "**TEFRA C Rules**"), (ii) United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form as such rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended) (the "**TEFRA D Rules**") or (iii) if the Notes do not have a maturity of more than 365 days (including unilateral rights to rollover or extend), neither the TEFRA C Rules nor the TEFRA D Rules, are applicable to the Notes. If so specified in the applicable Final Terms, in the case of a Bearer Note to which the TEFRA D Rules have not been specified to apply, the Bearer Notes may be represented upon issue by one or more permanent global Notes.

Each Bearer Note having a maturity of more than 365 days (including unilateral rights to rollover or extend) and interest coupons pertaining to such Note, if any, will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code."

In general, Bearer Notes that are subject to the TEFRA C Rules or the TEFRA D Rules may not be offered, sold or delivered within the United States or to United States persons. In particular, if the applicable Final Terms specify that the TEFRA D Rules apply, the Bearer Notes may not be delivered, offered, sold or resold, directly or indirectly, in connection with their original issuance or during the Restricted Period (as defined below), in the United States (as defined below) or to or for the account of any United States person (as defined below), other than to certain persons as provided under United States Treasury Regulations. An offer or sale will be considered to be made to a person within the United States if the offeror or seller has an address within the United States for the offeree or purchaser with respect to the offer or sale. In addition, any underwriters, agents and dealers will represent that they have procedures reasonably designed to ensure that their employees or agents who are directly engaged in selling Bearer Notes are aware of the restrictions on the offering, sale, resale or delivery of Bearer Notes.

As used herein, "**United States**" means the United States (including the States and the District of Columbia), its territories and its possessions. "**United States person**" means (i) a citizen or individual resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States, any state thereof or the District of Columbia or (iii) an estate or a trust the income of which is subject to U.S. federal income taxation regardless of its source. "**Restricted Period**" with respect to each Tranche of Notes means the period which begins on the earlier of the settlement date (or the date on which the Issuer receives the proceeds of the sale of Bearer Notes of such Tranche), or the first date on which the Bearer Notes of such Tranche are offered to persons other than the Dealers, and which ends 40 days after the settlement date (or the date on which the Issuer receives the proceeds of the sale of such Bearer Notes); provided that with respect to a Bearer Note held as part of an unsold allotment or subscription, any offer or sale of such Bearer Note by the Issuer or any Dealer shall be deemed to be during the Restricted Period. An "**Ownership Certificate**" is a certificate (in a form to be provided), signed or sent by the beneficial owner of the relevant Bearer Note or by a financial institution or clearing organization through which the beneficial owner holds the Bearer Note providing certification that the beneficial owner is not a United States person or person who has purchased for resale to any United States person as required by United States Treasury Regulations.

Unless otherwise specified in the applicable Final Terms, each Bearer Note will be represented initially by a temporary global Note, without interest coupons which will (a) if the temporary global Note is intended to be issued in NGN form, as stated in the applicable Final Terms, be delivered on or prior to the Original Issue Date of the Tranche of Notes to a Common Safekeeper for Euroclear and Clearstream, Luxembourg or (b) if the temporary global Note is to be issued in CGN form, be delivered on or prior to the Original Issue Date of the Tranche of Notes to a Common Depositary for Euroclear and Clearstream, Luxembourg, or any other recognized or agreed clearing system in the case of a temporary global Note issued in CGN form. Upon deposit of each such temporary global Note, Euroclear or Clearstream, Luxembourg, as the case may be, will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid. The interests of the beneficial owner or owners in a temporary global Note will be exchangeable after the expiration of the Restricted Period (the "**Exchange Date**") for an interest in a permanent global Note which will (a) if the permanent global Note is intended to be issued in NGN form, as stated in the applicable Final Terms, be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg or (b) if the permanent global Note is not intended to be issued in NGN form, be delivered to a Common Depositary for Euroclear and Clearstream, Luxembourg, for credit to the account designated by or on behalf of the beneficial owner thereof, or for definitive Bearer Notes or definitive Registered Notes, as provided in the applicable Final Terms; provided, however, that such exchange will be made only upon receipt of Ownership Certificates in the case of Bearer Notes to which the TEFRA D Rules have been specified to apply.

If so specified in the applicable Final Terms, in the case of a Bearer Note to which the TEFRA D Rules have not been specified to apply, the Bearer Notes may be represented upon issue by one or more permanent global Notes.

Registered Notes

If specified in the applicable Final Terms, Notes of each Tranche will be in fully registered form ("**Registered Notes**"). The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will be represented by a global note in registered form (a "**Regulation S Global Note**"). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of Notes, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Regulation S Global Note will bear a legend regarding such restrictions on transfer.

The Registered Notes of each Tranche may only be offered and sold in the United States or to U.S. persons in private transactions to "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act ("**QIBs**"). The Registered Notes of each Tranche sold to QIBs will be represented by a global note in registered form (a "**Rule 144A Global Note**" and, together with a Regulation S Global Note, the "**Registered Global Notes**").

Registered Global Notes will either (i) be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**"), (ii) be deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg, as specified in the applicable Final Terms (and in either case the "**Register**"). Persons holding beneficial interests in Registered

Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

The Rule 144A Global Note will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will be made to the person shown on the Register as the registered holder of the Registered Global Notes. None of the Issuer, any Paying Agent or any Registrar (as defined below) will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will be made to the persons shown on the Register on the relevant Record Date (as defined below) immediately preceding the due date for payment in the manner provided in that paragraph.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons, receipts or talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) in the case of Notes registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depositary for the Notes and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act, (ii) in the case of Notes registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention to permanently cease business or have in fact done so and, in any such case, no successor clearing system is available or (iii) the Issuer is in default.

In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the relevant Registrar.

Exchange and Transfer of Notes

A temporary global Note will be exchangeable in whole but not in part for definitive Bearer Notes (i) if Euroclear and/or Clearstream, Luxembourg or any other agreed clearing system, as applicable, has informed the Issuer that it has or they have, as the case may be, ceased or will cease to act as the clearing system(s) in respect of the relevant temporary global Note or, (ii) if required by law; but only, in each case, in the case of Bearer Notes to which the TEFRA D Rules have been specified to apply, on or after the Exchange Date and upon delivery of Ownership Certificates. No definitive Bearer Note will be delivered in or to the United States or to a United States person, except as specifically provided by applicable United States Treasury Regulations. In the event that the relevant temporary global Note is not, in the case of (i) or (ii) above, duly exchanged for definitive Bearer Notes then the terms of such temporary global Note provide for relevant account holders with Euroclear and Clearstream, Luxembourg and any other agreed clearing system, as applicable, to be able to enforce against the Issuer all rights which they would have had if they had been holding definitive Bearer Notes of the relevant value at the time of such event. Payments by the Issuer to the relevant account holders will be considered as payments to the relevant Noteholder and operate as full and final discharge to the Issuer in this respect.

A permanent global Note will be exchangeable in whole but not in part for definitive Bearer Notes (i) if Euroclear and/or Clearstream, Luxembourg or any other agreed clearing system, as applicable, has informed the Issuer that it has or they have, as the case may be, ceased or will cease to act as the clearing system(s) in respect of the relevant permanent global Note or, (ii) if an Event of Default occurs, unless such event is remedied within seven days of its occurrence. In order to make such request the holder must, not less than 45 days before the date on which delivery of definitive Bearer Notes is required, deposit the relevant permanent global Note with the relevant Paying Agent (as defined below) at its specified office outside the United States for the purposes of the Notes with the form of exchange notice endorsed thereon duly completed. No definitive Bearer Note will be delivered in or to the United States or to a United States person, except as specifically provided by applicable United States Treasury Regulations. In the event that the relevant permanent global Note is not,

in the case of (i) or (ii) above, duly exchanged for definitive Bearer Notes then the terms of such permanent global Note provide for relevant account holders with Euroclear and Clearstream, Luxembourg and any other agreed clearing system as applicable, to be able to enforce against the Issuer all rights which they would have had if they had been holding definitive Bearer Notes of the relevant value at the time of such event. Payments by the Issuer to the relevant account holders will be considered as payments to the relevant Noteholder and operate as full and final discharge to the Issuer in this respect.

If specified in the applicable Final Terms, and subject to the terms of the Fiscal Agency Agreement, definitive Bearer Notes (along with all unmatured coupons, and all matured coupons, if any, in default) will be exchangeable at the option of the holder into Registered Notes of any authorized denominations of like tenor and in an equal aggregate principal amount, in accordance with the provisions of the Fiscal Agency Agreement at the office of the relevant Registrar or at the office of any Transfer Agent outside the United States designated by the Issuer for such purpose. See "**Registrar and Transfer Agents**" below. Definitive Bearer Notes surrendered in exchange for Registered Notes after the close of business at any such office (i) on or after any record date for the payment of interest (a "**Regular Record Date**") on a Registered Note on an Interest Payment Date (as defined below) and before the close of business at such office on the date prior to the relevant Interest Payment Date, or (ii) on or after any record date to be established for the payment of defaulted interest on a Registered Note ("**Special Record Date**") and before the opening of business at such office on the related proposed date for payment of defaulted interest, shall be surrendered without the coupon relating to such date for payment of interest. Definitive Bearer Notes will be exchangeable for definitive Bearer Notes in other authorized denominations, in an equal aggregate principal amount, in accordance with the provisions of the Fiscal Agency Agreement and at the offices of any Paying Agent outside the United States appointed by the Issuer for such purpose. See "**Registrar and Transfer Agents**" below.

Registered Notes will be exchangeable for Registered Notes in other authorized denominations, in an equal aggregate principal amount upon surrender of any such Notes to be exchanged at the offices of the relevant Registrar or any transfer agent designated by the Issuer for such purpose. Registered Notes will not be exchangeable for Bearer Notes. Registered Notes may be presented for registration of transfer at the offices of the relevant Registrar or any transfer agent designated by the Issuer and for such purpose. See "**Registrar and Transfer Agents**" below. No service charge will be made for any registration of transfer or exchange of Notes but the Issuer may require payment of a sum sufficient to cover any transfer taxes payable in connection therewith. Except as described above, Bearer Notes and any coupons appertaining thereto will be transferable by delivery. See "**Forms of Notes—Bearer Notes**" above.

The Issuer shall not be required (i) to register the transfer of or exchange Notes to be redeemed for a period of fifteen calendar days preceding the first publication of the relevant notice of redemption, or if Registered Notes are outstanding and there is no publication, the mailing of the relevant notice of redemption, (ii) to register the transfer of or exchange any Registered Note selected for redemption or surrendered for optional repayment, in whole or in part, except the unredeemed or unpaid portion of any such Registered Note being redeemed or repaid, as the case may be, in part, (iii) to exchange any Bearer Note selected for redemption or surrendered for optional repayment, except that such Bearer Note may be exchanged for a Registered Note of like tenor, provided that such Registered Note shall be simultaneously surrendered for redemption or repayment, as the case may be, or (iv) to register transfer of or exchange any Notes surrendered for optional repayment, in whole or in part.

Payments and Paying Agents

Principal and premium, if any, and interest, if any, payable on a Bearer Note represented by a temporary global Note or any portion thereof in respect of an Interest Payment Date will be paid in the Specified Currency (unless otherwise specified in the applicable Final Terms) by the relevant Paying Agent to each of Euroclear and Clearstream, Luxembourg, as the case may be, with respect to that portion of such temporary global Note held for its account (upon presentation to the Non-U.S. Paying Agent of the temporary global Note, if the temporary global Note is not issued in NGN form) and, in the case of a Note to which the TEFRA D Rules have been specified to apply, upon delivery of an Ownership Certificate signed by Euroclear or Clearstream, Luxembourg, as the case may be, dated no earlier than such Interest Payment Date, which certificate must be based on Ownership Certificates provided to Euroclear or Clearstream, Luxembourg, as the case may be, by its member organizations. Each of Euroclear and Clearstream, Luxembourg, as the case may be, will in such circumstances credit any principal and interest received by it in respect of such temporary global Note or any portion thereof to the accounts of the beneficial owners thereof.

Principal and premium, if any, and interest, if any, payable on a Bearer Note represented by a permanent global Note in respect of an Interest Payment Date will be paid in the Specified Currency (unless otherwise specified in the applicable Final Terms) by the relevant Paying Agent to each of Euroclear and Clearstream, Luxembourg, as the case may be, with respect to that portion of such permanent global Note held for its account (upon presentation to the Non-U.S. Paying Agent of the permanent global Note if the permanent global Note is not issued in NGN form). Each of Euroclear and Clearstream, Luxembourg will in such circumstances credit any principal and interest received by it in respect of such permanent global Note to the respective accounts of the beneficial owners of such permanent global Note at maturity, redemption or repayment or on such Interest Payment Date, as the case may be. If a Registered Note is issued in exchange for a permanent global Note after the close of business at the office or agency where such exchange occurs (a) on or after any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (b) on or after any Special Record Date and before the opening of business at such office or agency on the related proposed date for payment of defaulted interest, any interest or defaulted interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of such Registered Note, but will be payable on such Interest Payment Date or proposed date for payment, as the case may be, only to Euroclear and Clearstream, Luxembourg, and Euroclear and Clearstream, Luxembourg will in such circumstances credit any such interest to the account of the beneficial owner of such permanent global Note on such Regular Record Date or Special Record Date, as the case may be. Payment of principal and of premium, if any, and any interest due at maturity, redemption or repayment (in the event, with respect to payment of interest, that any such maturity date or redemption or repayment date is other than an Interest Payment Date) in respect of any permanent global Note will be made to Euroclear and Clearstream, Luxembourg in immediately available funds.

Payments of principal and of premium, if any, and interest on definitive Bearer Notes will be made in immediately available funds in the Specified Currency (unless otherwise specified in the applicable Final Terms), subject to any applicable laws and regulations, only against presentation and surrender of such Note and any coupons at the offices of a Paying Agent outside the United States or, at the option of the holder by wire transfer of immediately available funds to an account maintained by the payee with a bank located outside the United States if appropriate wire instructions have been received by a Paying Agent not less than 10 calendar days prior to an applicable payment date. No payment with respect to any Bearer Note will be made at any office or agency of the Issuer in the United States or by wire transfer to an account maintained with a bank located in the United States, except as may be permitted under United States federal tax laws and regulations then in effect. Notwithstanding the foregoing, payments of principal and of premium, if any, and interest on Bearer Notes denominated and payable in U.S. Dollars will be made at the office of the paying agent of the Issuer, in the Borough of Manhattan, The City of New York, if and only if (i) payment of the full amount thereof in U.S. Dollars at all offices or agencies outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (ii) such paying agent in the Borough of Manhattan, The City of New York, under applicable law and regulations, would be able to make such payment.

Payment of principal and of premium, if any, and interest on Registered Notes at maturity or upon redemption or repayment will be made in immediately available funds in the Specified Currency (unless otherwise specified in the applicable Final Terms) against presentation of such Note at the office of the relevant Paying Agent. Payment of interest on Registered Notes will be made to the person in whose name such Note is registered at the close of business on the Regular Record Date next preceding the Interest Payment Date either by check mailed to the address of the person entitled thereto as such address shall appear in the security register or by wire transfer to an account selected by the person entitled thereto if appropriate wire instructions have been received by the relevant Paying Agent not less than 10 calendar days prior to the applicable payment date; provided, however, that (i) if the Issuer fails to pay such interest on such Interest Payment Date, such defaulted interest will be paid to the person in whose name such Note is registered at the close of business on the Special Record Date and (ii) interest payable at maturity, redemption or repayment will be payable to the person to whom principal shall be payable. The first payment of interest on any Registered Note originally issued between a Regular Record Date and an Interest Payment Date will be made on the Interest Payment Date following the next succeeding Regular Record Date to the registered owner on such next Regular Record Date. Interest rates and interest rate formulae are subject to change by the Issuer from time to time but no such change will affect any Note theretofore issued. Unless otherwise specified in the applicable Final Terms, the Interest Payment Dates and the Regular Record Dates for Fixed Rate Notes shall be as described below under "**Fixed Rate Notes**." The Interest Payment Dates for Floating Rate Notes shall be as indicated in the applicable Final Terms and in such Note, and, unless otherwise specified in the applicable Final Terms, each Regular Record Date for a Registered Floating Rate Note will be the calendar day (whether or not a Business Day) next preceding each Interest Payment Date.

Payments of principal, interest and any other amount in respect of the Registered Notes will, in the absence of provision to the contrary, be made to the person shown on the Register on the relevant Record Date (as defined below) as the registered holder of the Registered Notes. None of the Issuer, any Paying and Transfer Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Payments of interest in respect of Registered Notes shall be made to the person shown on the Register at the close of business on the date specified in the applicable Final Terms (the "**Record Date**"). For the avoidance of doubt, the Record Date for Registered Notes that are held through an ICSD shall be the business day prior to each Interest Payment Date.

Pursuant to the Fiscal Agency Agreement, the Issuer has initially designated Bank of America, National Association, London Branch as its non-U.S. Paying agent (in such capacity, and including any successor non-U.S. paying agent appointed thereunder, the "**Non-U.S. Paying Agent**") and Bank of America, National Association as its U.S. paying agent for Notes sold within the United States, (in such capacity and including any successor U.S. paying agent appointed thereunder, the "**U.S. Paying Agent**," and together with the Non-U.S. Paying Agent and any other paying agents appointed by the Issuer, the "**Paying Agents**"). So long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market, there will at all times be a Paying Agent with a specified office in each location, if any, required by the rules and regulations of the relevant stock exchange(s), competent authority(ies) and/or market(s) on or by which such Notes are listed and/or admitted to trading. So long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market and the rules of such exchange, competent authority and/or market so require, the Issuer will notify the holders of its Notes in the manner specified under "**Notices**" below in the event that the Issuer appoints a Paying Agent with respect to such Notes other than the Paying Agents designated as such in this Base Prospectus or in the applicable Final Terms.

Any monies paid by the Issuer to any Paying Agent for the payment of principal of, premium, if any and interest (and Additional Amounts, if any) with respect to the Notes and remaining unclaimed at the end of one month after the date on which such monies first became payable shall be repaid to the Issuer and the holders of the Notes shall thereafter look only to the Issuer for payment. The Notes shall become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date therefor.

"**Entitlement**" is defined to include any distribution of cash or securities, being the payment due date, as determined by the terms and conditions, for cash or the settlement date for securities.

"**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of moneys payable has not been duly received by the Fiscal Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the holders of the Notes as described under "**Notices**" below.

Registrar and Transfer Agents

Pursuant to the Fiscal Agency Agreement, the Issuer has initially designated Bank of America, National Association as U.S. registrar in respect of the Rule 144A Global Notes and also the Regulation S Global Notes which are deposited with a custodian for, and registered in the name of a nominee of, DTC (in such capacity and including any successor U.S. registrar appointed thereunder, the "**U.S. Registrar**"). Additionally, the Issuer has initially designated Bank of America Europe DAC, as European registrar in respect of the Regulation S Global Notes which are deposited with a common depositary for, and registered in the name of a common nominee of Euroclear, Clearstream or any other clearing system (in such capacity and including any successor European registrar appointed thereunder, the "**European Registrar**," and, together with the U.S. Registrar and any other registrar appointed by the Issuer, the "**Registrars**"). The Issuer has initially designated Bank of America, National Association, London Branch as non-U.S. transfer agent in respect of the Notes (in such capacity and including any successor non-U.S. transfer agent appointed thereunder, the "**Non-U.S. Transfer Agent**"). Additionally, the Issuer has initially designated Bank of America, National Association as U.S. transfer agent in respect of the Notes (in such capacity and including any successor U.S. transfer agent in respect of the Notes, the "**U.S. Transfer Agent**" and, together with the Non-U.S. Transfer Agent and any other transfer agent appointed by the Issuer, the "**Transfer Agents**"). For so long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market, the Issuer will maintain a Transfer Agent with a specified office in each location required by the rules and

regulations of the relevant stock exchange, competent authority and/or market. Any initial designation by the Issuer of the Registrar or a Transfer Agent may be rescinded at any time. The Issuer may at any time designate additional Transfer Agents with respect to the Notes. So long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market and the rules of such exchange, competent authority and/or market so require, the Issuer will notify the holders of its Notes in the manner specified under "**Notices**" below in the event that the Issuer appoints a Registrar or Transfer Agent with respect to such Notes other than the Registrar and Transfer Agents designated as such in this Base Prospectus or in the applicable Final Terms.

Optional Redemption

Each applicable Final Terms will indicate either that the relevant Tranche of Notes of a Series cannot be redeemed prior to maturity (other than as provided under "Redemption Prior to Maturity Solely for Taxation Reasons" below) or that the Notes will be redeemable at the option of the Issuer, and such Final Terms shall specify the price at which such Notes are to be redeemed, including, but not limited to, any USD Make Whole Amount or Non-USD Make Whole Amount, in each case as defined below (the "**Optional Redemption Price**") and the relevant date upon which such Notes will be so redeemed (each such date, an "**Issuer Optional Redemption Date**"); provided, however, that Notes denominated in currencies other than U.S. Dollars may be subject to different restrictions on redemption as set forth under "Special Provisions Relating to Foreign Currency Notes—Minimum Denominations, Restrictions on Maturities, Repayment and Redemption" herein. Notice of any redemption to holders of Bearer Notes shall be published as described under "Notices" below once in each of three successive calendar weeks, the first publication to be not less than 30 nor more than 60 calendar days prior to the Issuer Optional Redemption Date. Notice of any redemption to holders of Registered Notes shall be provided as described under "Notices" below at least 30 and not more than 60 calendar days prior to the Issuer Optional Redemption Date.

Optional Redemption by Issuer in Foreign Currency

The "**Non-USD Make Whole Amount**" per Note shall be an amount equal to the sum of: (i) the principal amount of the relevant Note to be redeemed; (ii) the Applicable Premium; and (iii) accrued interest thereon to the Issuer Optional Redemption Date and any Additional Amounts payable with respect thereto. "**Applicable Premium**" means the excess, if any, of (i) the present value, discounted with the Benchmark Yield plus a spread to be indicated in the applicable Final Terms, on such redemption date of (A) the principal amount per Note, plus (B) all remaining scheduled interest payments per Note to (but excluding interest accrued through the Issuer Optional Redemption Date), over (ii) the principal amount per Note. The "**Benchmark Yield**" shall be the yield to maturity at the Redemption Calculation Date of a benchmark security with a constant maturity (as compiled and published in a publicly available source of market data selected by the Issuer) most nearly equal to the period from the Issuer Optional Redemption Date to the Maturity Date; provided, however, that if the period from the Issuer Optional Redemption Date to the Maturity Date is not equal to the constant maturity of such benchmark security for which a weekly average yield is given, the Benchmark Yield shall be obtained by a linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of such benchmark security for which such yields are given, except that if the period from the Issuer Optional Redemption Date to the Maturity Date is less than one year, the weekly average yield on such actually traded benchmark security adjusted to a constant maturity of one year shall be used. "**Redemption Calculation Date**" means the sixth Business Day prior to the date on which the Notes are redeemed pursuant to this section.

Optional Redemption by Issuer in USD

The "**USD Make Whole Amount**" per Note shall be an amount equal to the greater of (i) 100% of the principal amount of the Notes and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to the date of redemption) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus an amount of basis points to be specified in the applicable Final Terms, plus, in each case, accrued interest thereon to the date of redemption and any Additional Amounts payable with respect thereto.

On and after the redemption date, interest on the Notes or any portion of the Notes called for redemption will cease to accrue (unless the Issuer defaults in the payment of the redemption price and accrued interest). On or before the redemption date, the Issuer will deposit with the relevant Paying Agent funds sufficient to pay the redemption price and accrued interest, through the redemption date, on the Notes subject to redemption. If the redemption date falls after a record date but on or prior to the corresponding interest payment date, the Issuer will pay accrued interest to the holder of record on the corresponding record date, which may or may

not be the person who will receive payment of the redemption price (which will exclude such accrued interest). If less than all the Notes are to be redeemed, the Notes to be redeemed that are held through a clearing system will be selected in accordance with the procedures of such clearing system and Notes not held through a clearing system by lot or pro rata.

"**Comparable Treasury Issue**" means the United States Treasury security or securities selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes.

"**Comparable Treasury Price**" means, with respect to any redemption date, (A) the average, as calculated by the Issuer, of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (B) if the Issuer obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"**Independent Investment Banker**" means one of the Reference Treasury Dealers appointed by the Issuer.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Issuer, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by such Reference Treasury Dealer at 3:30 p.m. New York time on the third business day preceding such redemption date.

"**Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"**Reference Treasury Dealer**" means each of the Dealers specified in the applicable Final Terms, or their respective affiliates or successors which are primary U.S. government securities Dealers, and no less than two other leading primary U.S. government securities Dealers in the City of New York reasonably designated by the Issuer; provided, however, that if any of the foregoing or their affiliates shall cease to be a primary U.S. government securities dealer in the City of New York (a "Primary Treasury Dealer"), the Issuer shall substitute therefor another Primary Treasury Dealer.

Repayment at the Noteholders' Option; Repurchase

If applicable, the Final Terms applicable to the Notes of a Tranche will indicate that such Notes will be repayable at the option of the holder on a date or dates specified prior to their stated maturity date (such option, "**Optional Repayment**" and each such date, a "**Noteholder Optional Redemption Date**") and, unless otherwise specified in the applicable Final Terms, at a price equal to 100% of the principal amount outstanding thereof, together with accrued interest to, but not including, the relevant Noteholder Optional Redemption Date; provided, however, that Notes denominated in currencies other than U.S. Dollars may be subject to different restrictions on repayment as set forth under "**Special Provisions Relating to Foreign Currency Notes—Minimum Denominations, Restrictions on Maturities, Repayment and Redemption**" herein. If no Noteholder Optional Redemption Date is included with respect to a Note, such Note will not be repayable at the option of the holder prior to its maturity.

In order for such a Note to be repaid, and unless provided otherwise in the applicable Final Terms, the relevant Paying Agent must receive at least 30 but not more than 60 calendar days prior to the Noteholder Optional Redemption Date, (i) the Note with the form entitled "**Option to Elect Repayment**" on the reverse of the Note duly completed or (ii) a telegram, facsimile transmission or letter from a commercial bank or trust company in Western Europe or the United States which must set forth the name of the holder of the Note (in the case of a Registered Note only), the principal amount of the Note, the principal amount of the Note to be repaid, the certificate number or a description of the tenor and terms of the Note, a statement that the option to elect repayment is being exercised thereby and a guarantee that the Note to be repaid, together with the duly completed form entitled "**Option to Elect Repayment**" on the reverse of the Note, will be received by the Paying Agent not later than the fifth Business Day after the date of such telegram, facsimile transmission or letter; provided, however, that such telegram, facsimile transmission or letter from a commercial bank or trust company in Western Europe or the United States shall only be effective in such case if such Note and form

duly completed are received by the relevant Paying Agent by such fifth Business Day. In the case of Global Notes, holders who wish to tender their Notes will be required to comply with the operating procedures for the relevant clearing system where such Notes are deposited. Exercise of the repayment option by the holder of a Note will be irrevocable. The repayment option may be exercised by the holder of a Note for less than the entire principal amount of the Note but, in that event, the principal amount of the Note remaining outstanding after repayment must be an authorized denomination. Partial redemption with respect to Notes in NGN form will be reflected in the records of Euroclear and Clearstream, Luxembourg as either pool factor (whereby a percentage reduction is applied to the nominal amount) or reduction in nominal amount, at their discretion.

The Issuer may at any time purchase Notes at any price in the open market or otherwise. Notes purchased by the Issuer will be surrendered to the Fiscal Agent for cancellation.

Redemption Prior to Maturity Solely for Taxation Reasons

The Issuer may at its election, subject to applicable Chilean law, redeem any Series of the Notes in whole, but not in part, upon giving not less than 30 nor more than 60 days' notice to the holders of the Notes of such Series, at their principal amount outstanding, plus Additional Amounts (as defined in "—Payment of Additional Amounts"), if any, together with accrued but unpaid interest to the date fixed for redemption, if:

(i) the Issuer certifies to the Fiscal and Paying Agent and any other relevant Paying Agent immediately prior to the giving of such notice that the Issuer has or will become obligated to pay Additional Amounts with respect to such Series of Notes (in excess of the 4.0% withholding tax payable on payments of interest on such Series of Notes) as a result of any change in or amendment to the laws or regulations of a Relevant Taxing Jurisdiction (as defined below), or any change in the application or official interpretation of such laws or regulations, which change or amendment occurs after the date of issuance of such Series of Notes; and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to the Issuer;

provided, however, that no such notice of redemption shall be given earlier than 60 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts if a payment in respect of any such Series of Notes were then due. For the avoidance of doubt, a change in the jurisdiction of the Paying Agents shall be considered a reasonable measure.

Before giving notice of redemption, the Issuer shall deliver to the Fiscal and Paying Agent and any other relevant Paying Agent an officers' certificate stating that the Issuer is entitled to effect such redemption in accordance with the terms set forth in the Fiscal Agency Agreement and setting forth in reasonable detail a statement of the facts relating thereto. The statement will be accompanied by a written opinion of counsel to the effect, among other things, that:

(i) the Issuer has become obligated to pay the Additional Amounts as a result of a change or amendment described above;

(ii) the Issuer cannot avoid payment of the Additional Amounts by taking reasonable measures available to the Issuer; and

(iii) all governmental approvals necessary for the Issuer to effect the redemption have been obtained and are in full force and effect or specifying any such necessary approvals that as of the date of such opinion have not been obtained.

Interest and Interest Rates

General

Each Note will bear interest at either:

(a) a fixed rate; or

(b) a floating rate determined by reference to an interest rate basis, which may be adjusted by a Spread and/or Spread Multiplier (as defined below). Any Floating Rate Note may also have either or both of the following:

(i) a maximum interest rate limitation, or ceiling, on the rate at which interest may accrue during any interest period; and

(ii) a minimum interest rate limitation, or floor, on the rate at which interest may accrue during any interest period, provided that if no minimum interest rate is specified or if the Final Terms indicate that the minimum interest rate is "not applicable," then the minimum interest rate shall be zero.

The applicable Final Terms will designate:

(a) a fixed rate per annum, in which case such Notes will be "**Fixed Rate Notes**"; or

(b) one or more of the following interest rate bases as applicable to such Notes, in which case such Notes will be "**Floating Rate Notes**":

(i) the CD Rate, in which case such Notes will be "**CD Rate Notes**";

(ii) the Commercial Paper Rate, in which case such Notes will be "**Commercial Paper Rate Notes**";

(iii) the Eleventh District Cost of Funds Rate, in which case such Notes will be "**Eleventh District Cost of Funds Rate Notes**";

(iv) the Federal Funds Rate, in which case such Notes will be "**Federal Funds Rate Notes**";

(v) LIBOR, in which case such Notes will be "**LIBOR Notes**";

(vi) EURIBOR, in which case such Notes will be "**EURIBOR Notes**";

(vii) SOFR, in which case such Notes will be "**SOFR Notes**";

(viii) the Treasury Rate, in which case such Notes will be "**Treasury Rate Notes**"; or

(ix) the Prime Rate, in which case such Notes will be "**Prime Rate Notes**."

Each Note will bear interest from its date of issue or from the most recent date to which interest on such Note has been paid or duly provided for, at the annual rate, or at a rate determined pursuant to an interest rate formula, stated herein. Interest will accrue on a Note until the principal thereof is paid or made available for payment.

Interest will be payable on each Interest Payment Date and at maturity or on redemption or repayment, if any, except for:

(a) certain OID Notes; and

(b) Notes originally issued between a Regular Record Date and an Interest Payment Date.

The first payment of interest on any Registered Note originally issued between a Regular Record Date and an Interest Payment Date will be made on the Interest Payment Date following the next succeeding Regular Record Date. Such interest will be payable by the Issuer to the registered owner on such next Regular Record Date.

Interest will be payable on a Registered Note on each Interest Payment Date to the person in whose name such Note is registered at the close of business on the Regular Record Date next preceding the Interest Payment Date; provided, however, that:

(a) if the Issuer fails to pay such interest on such Interest Payment Date, such defaulted interest will be paid to the person in whose name such Registered Note is registered at the close of business on the record date to be established for the payment of defaulted interest; and

(b) interest payable at maturity, redemption or repayment will be payable to the person to whom principal shall be payable.

Unless otherwise specified in the applicable Final Terms:

(a) for Fixed Rate Notes, the Interest Payment Dates and any Regular Record Dates shall be as described below under "**Fixed Rate Notes**"; and

(b) for Floating Rate Notes:

(i) the Interest Payment Dates shall be as indicated in the applicable Final Terms and in such Note; and

(ii) any Regular Record Date will be the Business Day next preceding each Interest Payment Date.

"**LIBOR**" means the London Inter-bank Offered Rate for deposits in a Designated LIBOR Currency.

"**Spread**" means the number of basis points expressed as a percentage (one basis point equals one-hundredth of a percentage point) that the calculation agent will add or subtract from the related Interest Rate Basis or Bases applicable to a Floating Rate Note.

"**Spread Multiplier**" means the percentage of the related Interest Rate Basis or Bases applicable to a Floating Rate Note by which the calculation agent will multiply such Interest Rate Basis or Bases to determine the applicable interest rate on such Floating Rate Note.

Fixed Rate Notes

General. Each Fixed Rate Note will bear interest at the annual rate specified in the Note and in the applicable Final Terms (the "**Fixed Rate of Interest**"). Interest on the Fixed Rate Notes will be paid on the dates specified in the applicable Final Terms (each, a "**Fixed Interest Payment Date**"). The Regular Record Dates for Fixed Rate Notes in registered form will be on the dates specified in the applicable Final Terms. In the event that any Fixed Interest Payment Date or Maturity Date for any Fixed Rate Note is not a Business Day, interest on such Fixed Rate Note will be paid on the next succeeding Business Day without additional interest. If interest is required to be calculated for a period other than a Fixed Interest Period (as defined below), such interest shall be calculated by applying the Fixed Rate of Interest to each specified denomination of the Notes of such Series, multiplying such sum by the applicable Fixed Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards, or otherwise in accordance with applicable market convention.

Day Count Fraction. "**Fixed Day Count Fraction**" means:

(1) in the case of Notes denominated in a currency other than U.S. Dollars, "Actual/Actual (ICMA)," meaning:

(a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Fixed Interest Payment Date (or, if none, the interest commencement date (the

"**Interest Commencement Date**") (as specified in the applicable Final Terms)) to (but excluding) the relevant payment date (the "**Calculation Period**") is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (1) the number of days in such Determination Period and (2) the number of determination dates (each, a "**Determination Date**") (as specified in the applicable Final Terms) that would occur in one calendar year; or

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

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and

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

(2) in the case of Notes denominated in U.S. Dollars "30/360," meaning the number of days in the period from and including the most recent Fixed Interest Payment Date (or, if none, the Interest Commencement Date (as specified in the applicable Final Terms)) to but excluding the relevant payment date (such number of days being calculated on the basis of a year of 360 days with twelve 30-day months) divided by 360.

Where:

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

"**Fixed Interest Period**" means the period from (and including) a Fixed Interest Payment Date (or, if none, the Interest Commencement Date (as specified in the applicable Final Terms)) to (but excluding) the next (or first) Fixed Interest Payment Date.

"**sub-unit**" means, with respect to any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to Euro, means one cent.

Floating Rate Notes

General. Floating Rate Notes generally will be issued as described below. Each applicable Final Terms will specify the following terms with respect to which such Floating Rate Note is being delivered:

(a) whether such Floating Rate Note is a Regular Floating Rate Note, a Floating Rate/Fixed Rate Note or an Inverse Floating Rate Note, each as defined below;

(b) the Interest Rate Basis or Bases, Initial Interest Rate, Interest Reset Dates, Interest Reset Period, Regular Record Dates (if any) and Interest Payment Dates;

(c) the Index Maturity;

(d) the Spread and/or Spread Multiplier, if any;

(e) the maximum interest rate and minimum interest rate, if any (provided that if no minimum interest rate is specified or if the Final Terms indicate that the minimum interest rate is "not applicable," then the minimum interest rate shall be zero); and

(f) the Designated LIBOR Currency, if one or more of the specified Interest Rate Bases is LIBOR.

The Issuer may change the Spread, Spread Multiplier, Index Maturity and other variable terms of the Floating Rate Notes from time to time. However, no such change will affect any Floating Rate Note previously issued or as to which an offer has been accepted by the Issuer.

The interest rate in effect on each day shall be:

(a) if such day is an Interest Reset Date, the interest rate determined on the Interest Determination Date immediately preceding such Interest Reset Date; or

(b) if such day is not an Interest Reset Date, the interest rate determined on the Interest Determination Date immediately preceding the next preceding Interest Reset Date.

Regular Floating Rate Note; Floating Rate/Fixed Rate Note; Inverse Floating Rate Note

The Interest Rate Basis applicable to each Regular Floating Rate Note, Floating Rate/Fixed Rate Note and Inverse Floating Rate Note may be subject to a Spread or Spread Multiplier, provided that the interest rate on an Inverse Floating Rate Note will not be less than zero.

Regular Floating Rate Note. A Regular Floating Rate Note will bear interest at the rate determined by reference to the applicable Interest Rate Basis. The rate at which interest shall be payable shall be reset as of each Interest Reset Date commencing on the Initial Interest Reset Date. However:

(a) the interest rate in effect for the period from the Original Issue Date to the Initial Interest Reset Date will be the Initial Interest Rate; and

(b) the interest rate in effect for the ten calendar days immediately prior to a Maturity Date shall be that in effect on the tenth calendar day preceding such Maturity Date, unless otherwise specified in the applicable Final Terms.

Floating Rate/Fixed Rate Note. A Floating Rate/Fixed Rate Note will initially bear interest at the rate determined by reference to the applicable Interest Rate Basis. The rate at which interest shall be payable shall be reset as of each Interest Reset Date commencing on the Initial Interest Reset Date. However:

(a) the interest rate in effect for the period from the Original Issue Date to the Initial Interest Reset Date will be the Initial Interest Rate;

(b) the interest rate in effect for the 10 calendar days immediately prior to the fixed rate commencement date shall be that in effect on the tenth calendar day preceding the fixed rate commencement date, unless otherwise specified in the applicable Final Terms; and

(c) the interest rate in effect commencing on, and including, the fixed rate commencement date to the Maturity Date shall be the Fixed Interest Rate, if such rate is specified in the applicable Final Terms, or if no such Fixed Interest Rate is so specified and the Floating Rate/Fixed Rate Note is still outstanding on such day, the interest rate in effect thereon on the day immediately preceding the fixed rate commencement date.

Inverse Floating Rate Note. An Inverse Floating Rate Note will bear interest equal to the Fixed Interest Rate specified in the related Final Terms minus the rate determined by reference to the Interest Rate Basis. The rate at which interest is payable shall be reset as of each Interest Reset Date commencing on the Initial Interest Reset Date. However:

(a) the interest rate in effect for the period from the Original Issue Date to the Initial Interest Reset Date will be the Initial Interest Rate; and

(b) the interest rate in effect for the ten calendar days immediately prior to a Maturity Date shall be that in effect on the tenth calendar day preceding such Maturity Date, unless otherwise specified in the applicable Final Terms.

Interest Rate Bases

Each Floating Rate Note will have one or more of the following interest rate bases, as specified in the Final Terms:

(a) the CD Rate;

(b) the Commercial Paper Rate;

(c) the Eleventh District Cost of Funds Rate;

(d) the Federal Funds Rate;

(e) LIBOR;

(f) EURIBOR;

(g) SOFR;

(h) the Treasury Rate;

(i) the Prime Rate; or

(j) the lowest of two or more Interest Rate Bases.

Date of Interest Rate Change

The interest rate on each Floating Rate Note may be reset daily, weekly, monthly, quarterly, semi-annually or annually, as specified in the applicable Final Terms (this period is the "**Interest Reset Period**" and the first day of each Interest Reset Period is the "**Interest Reset Date**").

If an Interest Reset Date for any Floating Rate Note falls on a day that is not a Business Day, it will be postponed to the following Business Day, except that if that Business Day is in the next calendar month, the Interest Reset Date will be the immediately preceding Business Day.

How Interest Is Calculated

General. The Issuer will appoint a calculation agent to calculate interest rates on the Floating Rate Notes. Unless otherwise specified in the applicable Final Terms, Bank of America, National Association, London Branch will be the calculation agent for each Series of Floating Rate Notes. Floating Rate Notes will accrue interest from and including the original issue date or the last date to which the Issuer has paid or provided for interest, to but excluding the applicable Interest Payment Date, as described below, or the Maturity Date, as the case may be. However, in the case of Registered Notes that are Floating Rate Notes on which the interest rate is reset daily or weekly, each interest payment will include interest accrued from and including the date of issue or from but excluding the last Regular Record Date on which, unless otherwise specified in the applicable Final Terms, interest has been paid, through and including the Regular Record Date next preceding the applicable Interest Payment Date, and provided further that the interest payments on Floating Rate Notes made on the Maturity Date will include interest accrued to but excluding such Maturity Date.

Day Count Fraction. The amount of interest (the "**Interest Amount**") payable on any Series of Floating Rate Notes shall be calculated with respect to each specified denomination of such Floating Rate Notes of such Series for the relevant Interest Reset Period. Each Interest Amount shall be calculated by applying the relevant Interest Rate Basis, Spread and/or Spread Multiplier to each specified denomination and multiplying such sum by the applicable Floating Day Count Fraction.

"Floating Day Count Fraction" means, in respect of the calculation of the Interest Amount for any Interest Reset Period:

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

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

(b) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Interest Reset Period divided by 360;

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Reset Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Reset Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Reset Period, unless such number is 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Reset Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Reset Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Reset Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Reset Period, unless such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Reset Period, unless such number would be 31, in which case D2 will be 30; and

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Reset Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Reset Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Reset Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Reset Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

Unless otherwise specified in the applicable Final Terms, the Day Count Fraction in respect of the calculation of the Interest Amount on any Floating Rate Note will (a) in the case of a Note denominated in U.S. Dollars, be Actual/360 or (b) in the case of a Note denominated in any other Specified Currency, be Actual/Actual. Notes for which the interest rate may be calculated with reference to two or more Interest Rate Bases will be calculated in each period by selecting one such Interest Rate Basis for such period. For these calculations, the interest rate in effect on any Interest Reset Date will be the new reset rate.

The calculation agent will round all percentages resulting from any calculation of the rate of interest on a Floating Rate Note, to the nearest 1/100,000 of 1% (0.0000001), with five one-millionths of a percentage point rounded upward (*e.g.*, 9.876545% (or 0.09876545) would be rounded to 9.87655% (or 0.0987655)) and the calculation agent will round all currency amounts used in or resulting from any calculation to the nearest one-hundredth of a unit (with 0.005 of a unit being rounded upward).

The calculation agent will promptly, and no later than the fourth Business Day, notify the Fiscal Agent and the Issuer of each determination of the interest rate. The calculation agent will also notify the relevant stock exchange, competent authority and/or market (in the case of Notes that are listed or admitted to trading on or by a stock exchange, competent authority and/or market) and the relevant Paying Agents of the interest rate, the interest amount, the interest period and the Interest Payment Date related to each Interest Reset Date as soon as such information is available, and no later than the first Business Day of the interest period. The relevant Paying Agents will make such information available to the holders of Notes. The Fiscal Agent will, upon the request of the holder of any Floating Rate Note, provide the interest rate then in effect and, if determined, the interest rate which will become effective as a result of a determination made with respect to the most recent Interest Determination Date relating to such Note.

So long as any Notes are listed on or by any exchange, competent authority and/or market and the rules of such exchange(s), competent authority(ies) and/or market(s) so require, the Issuer shall maintain a calculation agent for the Notes, and the Issuer will notify the holders of its Notes in the manner specified under "Notices" below in the event that the Issuer appoints a calculation agent with respect to such Notes other than the calculation agent designated as such in the applicable Final Terms.

When Interest Is Paid

The Issuer will pay interest on Floating Rate Notes on the dates specified in the applicable Final Terms. Each such date upon which the Issuer is required to pay interest is an "**Interest Payment Date**." The Issuer will also pay interest on the relevant Floating Rate Notes at the Maturity Date.

If an Interest Payment Date (other than the Maturity Date) for a Floating Rate Note falls on a day that is not a Business Day, the Issuer will postpone payment of interest to the following Business Day at which time the Issuer will pay additional interest that has accrued up to but excluding such following Business Day, except that if that Business Day would fall in the next calendar month, the Interest Payment Date will be the immediately preceding Business Day.

If the Maturity Date for a Floating Rate Note falls on a day that is not a Business Day, the Issuer will make the payment on the next Business Day, without additional interest.

Date of Interest Rate Determination

The interest rate for each Interest Reset Period commencing on the Interest Reset Date will be the rate determined on the relevant Interest Determination Date for such Interest Reset Date for the relevant type of Floating Rate Note, as set forth in the applicable Final Terms.

Types of Floating Rate Notes

CD Rate Notes

Each CD Rate Note will bear interest at a specified rate that will be reset periodically based on the CD Rate and any Spread and/or Spread Multiplier.

"**CD Rate**" means, with respect to any Interest Determination Date, the rate on that Interest Determination Date for negotiable certificates of deposit having the specified Index Maturity as published in H.15(519) under the heading "**CDs (secondary market)**."

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate is not published in H.15(519) prior to 3:00 p.m., New York City time, on the Interest Determination Date, then the CD Rate will be the rate for negotiable certificates of deposit having the specified Index Maturity as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**CDs (secondary market)**."

(b) If the rate is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, the CD Rate will be the average of the secondary market offered rates, as of 10:00 a.m., New York City time, of three leading non-bank dealers of negotiable U.S. Dollar certificates of deposit in The City of New York selected by the calculation agent for negotiable certificates of deposit of major money market banks with a remaining maturity closest to the specified Index Maturity in a denomination of U.S.$5,000,000.

(c) If fewer than three dealers are providing quotes, the rate will be the same as the rate used in the prior interest period.

"**H.15(519)**" means the publication entitled "**Statistical Release H.15(519), Selected Interest Rates,**" or any successor publication published by the Board of Governors of the United States Federal Reserve System.

"**H.15 Daily Update**" means the daily update of H.15(519), available through the world-wide web site of the Board of Governors of the United States Federal Reserve System at http://www.federalreserve.gov/releases/H15/update/, or any successor service.

Commercial Paper Rate Notes

Each Commercial Paper Rate Note will bear interest at a specified rate that will be reset periodically based on the Commercial Paper Rate and any Spread and/or Spread Multiplier.

"**Commercial Paper Rate**" means, with respect to any Interest Determination Date, the Money Market Yield of the rate on that Interest Determination Date for commercial paper having the specified Index Maturity as published in H.15(519) under the heading "**Commercial Paper Nonfinancial**."

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate is not published in H.15(519) prior to 3:00 p.m., New York City time, on the Interest Determination Date, then the Commercial Paper Rate will be the Money Market Yield of the rate for commercial paper having the specified Index Maturity as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**Commercial Paper Nonfinancial**."

(b) If the rate is not published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, the Commercial Paper Rate will be the Money Market Yield of the average for the offered rates, as of 11:00 a.m., New York City time, on that Interest Determination Date, of three leading dealers of commercial paper in The City of New York selected by the calculation agent for commercial paper having the specified Index Maturity placed for an industrial issuer whose bond rating is "AA," or the equivalent, by a nationally recognized rating agency.

(c) If fewer than three dealers are providing quotes, the rate will be the same as the rate used in the prior interest period.

"**Money Market Yield**" means a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times \frac{360}{}}{360 - (D \times M)} \times 100$$

where "D" refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal, and "M" refers to the actual number of days in the period for which interest is being calculated.

Eleventh District Cost of Funds Rate Notes

Each Eleventh District Cost of Funds Rate Note will bear interest at a specified rate that will be reset periodically based on the Eleventh District Cost of Funds Rate and any Spread and/or Spread Multiplier.

"**Eleventh District Cost of Funds Rate**" means, with respect to any Interest Determination Date, the rate equal to the monthly weighted average cost of funds for the calendar month preceding such Interest Determination Date as set forth under the caption "**11th District**" on Reuters Screen COFI/ARMS (or such other page as is specified in the applicable Final Terms) as of 11:00 a.m. San Francisco time, on such Interest Determination Date.

The following procedures will apply if the rate cannot be set as described above:

(a) If such rate does not appear on Reuters Screen COFI/ARMS, the Eleventh District Cost of Funds Rate shall be the monthly weighted average cost of funds paid by member institutions of the Eleventh Federal Home Loan Bank District that was most recently announced by the Federal Home Loan Bank of San Francisco as such cost of funds for the calendar month preceding the date of such announcement.

(b) If the Federal Home Loan Bank of San Francisco fails to announce such rate for the calendar month next preceding such Interest Determination Date, then the Eleventh District Cost of Funds Rate will be the same as the rate used in the prior interest period.

Federal Funds Rate Notes

Each Federal Funds Rate Note will bear interest at a specified rate that will be reset periodically based on the Federal Funds Rate and any Spread and/or Spread Multiplier.

"**Federal Funds Rate**" means, with respect to any Interest Determination Date unless otherwise specified in any applicable Final Terms, the rate on specified dates for federal funds published in H.15(519) prior to 11:00 a.m., New York City time, under the heading "**Federal Funds Effective**," as such rate is displayed on Reuters Screen FEDFUNDS1 Page (or any such other page as specified in the applicable Final Terms).

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate does not appear on Reuters Screen FEDFUNDS1 Page (or any other pages as may replace such pages on such service) or is not published in H.15(519) prior to 11:00 a.m., New York City time, on the Interest Determination Date, then the Federal Funds Rate will be the rate on such Interest Determination Date published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**Federal Funds (Effective)**."

(b) If the rate does not appear on Reuters Screen FEDFUNDS1 Page (or any other pages as may replace such pages on such service) or is not published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, the Federal Funds Rate will be the average of the rates, as of 11:00 a.m., New York City time, on that Interest Determination Date, for the last transaction in overnight federal funds arranged by three leading brokers of federal funds transactions in The City of New York selected by the calculation agent.

(c) If fewer than three brokers are providing quotes, the rate will be the same as the rate used in the prior interest period.

LIBOR Notes

Each LIBOR Note will bear interest at a specified rate that will be reset periodically based on LIBOR and any Spread and/or Spread Multiplier.

The calculation agent will determine LIBOR on each Interest Determination Date as follows:

(a) With respect to any Interest Determination Date, LIBOR will be generally determined as either:

(i) If at least two offered rates appear on the Designated LIBOR Page, the average of the offered rates for deposits in the Designated LIBOR Currency having the specified Index Maturity beginning on the relevant Interest Reset Date, that appear on the Designated LIBOR Page as of 11:00 a.m., London time, on that Interest Determination Date; or

(ii) If fewer than two offered rates appear on the Designated LIBOR Page, the rate for deposits in the London interbank market in the Designated LIBOR Currency having the specified Index Maturity beginning on the relevant Interest Reset Date, that appears on the Designated LIBOR Page as of 11:00 a.m., London time, on that Interest Determination Date.

(iii) If no rate appears on the Designated LIBOR Page, LIBOR for that Interest Determination Date will be determined based on the rates on that Interest Determination Date at approximately 11:00 a.m., London time, at which deposits on that date in the Designated LIBOR Currency for the period of the specified Index Maturity beginning on the relevant Interest Reset Date are offered to prime banks in the London interbank market by four major banks (one of which may be an affiliate of the calculation agent) in that market selected by the calculation agent and in a Representative Amount. The calculation agent will request the principal London office of each of these banks to quote its rate. If the calculation agent receives at least two quotations, LIBOR will be the average of those quotations.

(b) If the calculation agent receives fewer than two quotations, LIBOR will be the average of the rates quoted at approximately 11:00 a.m., New York City time, on the Interest Determination Date by three

major banks (one of which may be an affiliate of the calculation agent) in the principal financial center selected by the calculation agent. The rates will be for loans in the Designated LIBOR Currency to leading European banks having the specified Index Maturity beginning on the relevant Interest Reset Date and in a Representative Amount.

(c) If fewer than three banks provide quotes, the rate will be the same as the rate used in the prior interest period.

"**Designated LIBOR Currency**" means the currency (including composite currencies and Euro) specified in the Final Terms as to which LIBOR shall be calculated. If no such currency is specified in the Final Terms, the Designated LIBOR Currency shall be U.S. Dollars.

"**Designated LIBOR Page**" means Capital Markets Report Screen LIBOR01 of Reuters, or any other page as may replace such page on such service.

Notwithstanding clauses (a) through (c) above, if the Designated LIBOR Currency is any currency other than U.S. dollars and if the Issuer, in its sole discretion, or the calculation agent, in its sole discretion, determine on or prior to an relevant Interest Determination Date that LIBOR has been permanently discontinued and the Issuer or the calculation agent have notified the other of such determination, the calculation agent will use, as a substitute for LIBOR (the "Alternative Rate") for that Interest Determination Date and each Interest Determination Date thereafter, the reference rate selected as an alternative to LIBOR by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the currency in which the LIBOR Notes are denominated and that is consistent with accepted market practice regarding the selection and use of a substitute for LIBOR. As part of such substitution, the calculation agent will, after consultation with the Issuer, make such adjustments ("Adjustments") to the Alternative Rate or the spread thereon, as well as the business day convention, Interest Determination Dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such Alternative Rate for the LIBOR Notes. If the calculation agent determines, following consultation with the Issuer, that there is no clear market consensus as to whether any rate has replaced LIBOR in customary market usage, the Issuer may appoint, in its sole discretion, a new calculation agent, which may be the Issuer's affiliate, to determine the Alternative Rate and make any Adjustments thereto, and the determinations of such calculation agent will be binding on the Issuer, the trustee and the holders of the LIBOR Notes. If, however, the calculation agent or new calculation agent determines that LIBOR has been discontinued, but for any reason an Alternative Rate has not been determined, LIBOR will be equal to such rate as the rate in effect for the LIBOR Notes on such Interest Determination Date.

Notwithstanding clauses (a) through (c) above, if the Designated LIBOR Currency is U.S. dollars and if the Issuer or its designee (which may be the Issuer's affiliate), after consulting with the Issuer, determines on or prior to the relevant Interest Reset Date that a Benchmark Transition Event and related Benchmark Replacement Date (each as defined below) have occurred with respect to LIBOR, then the provisions set forth below under the heading "—Effect of a Benchmark Transition Event and Related Benchmark Replacement Date," which are referred to as the "benchmark transition provisions," will thereafter apply to all determinations of the rate of interest payable on the LIBOR Notes during each subsequent Interest Reset Period. In accordance with the benchmark transition provisions, after a Benchmark Transition Event and related Benchmark Replacement Date have occurred, the amount of interest that will be payable for each Interest Reset Period on the LIBOR Notes will be determined by reference to a rate per annum equal to the Benchmark Replacement (as defined below).

Effect of a Benchmark Transition Event and Related Benchmark Replacement Date

Benchmark Replacement. If the Issuer or its designee (which may be the Issuer's affiliate), after consulting with the Issuer, determines on or prior to the relevant Reference Time (as defined below) that a Benchmark Transition Event and related Benchmark Replacement Date have occurred with respect to the then-current Benchmark for the LIBOR Notes, the applicable Benchmark Replacement will replace the then-current Benchmark for the LIBOR Notes for all purposes relating to such LIBOR Notes during the Interest Reset Period in respect of all determinations on such date and for all determinations on all subsequent dates.

Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Issuer or its designee (which may be the Issuer's affiliate), after consulting with the Issuer, will have the right to make Benchmark Replacement Conforming Changes from time to time.

Decisions and Determinations. Any determination, decision or election that may be made by the Issuer or its designee pursuant to the benchmark transition provisions set forth herein, and any decision to take or refrain from taking any action or any selection:

- will be conclusive and binding absent manifest error;
- if made by the Issuer, will be made in its sole discretion;
- if made by the Issuer's designee, will be made after consultation with the Issuer, and the Issuer's designee will not make any such determination, decision or election to which the Issuer objects; and
- notwithstanding anything to the contrary in the Fiscal Agency Agreement or the LIBOR Notes, shall become effective without consent from the holders of the LIBOR Notes or any other party.

The calculation agent shall have no liability for not making any determination, decision or election pursuant to the benchmark transition provisions. The Issuer may designate an entity (which entity may be a calculation agent or an affiliate of the Issuer) to make any determination, decision or election that the Issuer has the right to make in connection with the benchmark transition provisions.

Certain Defined Terms. As used in this Base Prospectus with respect to any Benchmark Transition Event and implementation of the applicable Benchmark Replacement and Benchmark Replacement Conforming Changes:

"**Benchmark**" means, initially, LIBOR; provided that if a Benchmark Transition Event and related Benchmark Replacement Date have occurred with respect to LIBOR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement.

"**Benchmark Replacement**" means the Interpolated Benchmark with respect to the then-current Benchmark (if applicable), plus the Benchmark Replacement Adjustment for such Benchmark (if applicable); provided that if the calculation agent (after consulting with the Issuer) cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Issuer or its designee, after consulting with the Issuer, as of the Benchmark Replacement Date:

1. the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;

2. the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;

3. the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor (if any) and (b) the Benchmark Replacement Adjustment;

4. the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;

5. the sum of: (a) the alternate rate of interest that has been selected by the Issuer or its designee, after consulting with the Issuer, as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee, after consulting with the Issuer, as of the Benchmark Replacement Date:

1. the spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body or determined by the Issuer or its designee, after consulting with the Issuer, in accordance with the method for calculating or determining such spread adjustment that has been selected or recommended by the Relevant Governmental Body, in each case for the applicable Unadjusted Benchmark Replacement;

2. if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

3. the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee, after consulting with the Issuer, giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time.

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, changes to (1) any Interest Determination Date, Interest Payment Date, Interest Reset Date, business day convention or interest period, (2) the manner, timing and frequency of determining rates and amounts of interest that are payable on the notes during the Interest Reset Period and the conventions relating to such determination and calculations with respect to interest, (3) the timing and frequency of making interest payments, (4) rounding conventions, (5) tenors and (6) any other terms or provisions of the notes during the Interest Reset Period, in each case that the Issuer or its designee, after consulting with the Issuer, determines, from time to time, to be appropriate to reflect the determination and implementation of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer, the calculation agent or the Issuer's designee, after consulting with the Issuer, decides that implementation of any portion of such market practice is not administratively feasible or if the Issuer or its designee, after consulting with the Issuer, determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee, after consulting with the Issuer, determines is appropriate).

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark:

1. in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or

2. in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

1. a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;

2. a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

3. a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

"**Compounded SOFR**" means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate being established by the Issuer or its designee, after consulting with the Issuer, in accordance with: (1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining Compounded SOFR; provided that: (2) if, and to the extent that, the Issuer or its designee, after consulting with the Issuer, determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Issuer or its designee, after consulting with the Issuer, giving due consideration to any industry-accepted market practice for U.S. dollar-denominated floating rate notes at such time.

"**Corresponding Tenor**" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

"**Federal Reserve Bank of New York's Website**" means the website of the FRBNY at http://www.newyorkfed.org, or any successor source.

"**Interpolated Benchmark**" with respect to the Benchmark (if applicable) means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (2) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor. "Benchmark" as used in clause (1) and (2) of the foregoing definition means the then-current Benchmark for the applicable periods specified in such clauses without giving effect to the applicable index maturity (if any).

"**ISDA Definitions**" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

"**Reference Time**" with respect to any determination of the Benchmark means (1) if the Benchmark is LIBOR, 11:00 a.m. (London time) on the relevant Interest Determination Date, and (2) if the Benchmark is not LIBOR, the time determined by the Issuer or its designee, after consulting with the Issuer, in accordance with the Benchmark Replacement Conforming Changes.

"**Relevant Governmental Body**" means the Federal Reserve and/or the FRBNY, or a committee officially endorsed or convened by the Federal Reserve and/or the FRBNY or any successor thereto.

"**SOFR**" with respect to any day means the secured overnight financing rate published for such day by the FRBNY, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website, or any successor source.

"**Term SOFR**" means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Additional Information about SOFR

As further described in this Base Prospectus, the rate of interest on the notes during the floating rate period, as applicable, will, in certain circumstances, be determined by reference to a rate based on SOFR.

In general, the following discussion relating to SOFR is based on information available on the Federal Reserve Bank of New York's Website. SOFR is published by the FRBNY and is intended to be a broad measure of the cost of borrowing cash overnight collateralized by U.S. Treasury securities. FRBNY reports that SOFR includes all trades in the Broad General Collateral Rate, plus bilateral Treasury repurchase agreement ("repo") transactions cleared through the delivery-versus-payment service offered by the Fixed Income Clearing Corporation (the "FICC"), a subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). SOFR is filtered by FRBNY to remove a portion of the foregoing transactions considered to be "specials." According to FRBNY, "specials" are repos for specific-issue collateral which take place at cash-lending rates below those for general collateral repos because cash providers are willing to accept a lesser return on their cash in order to obtain a particular security.

FRBNY reports that SOFR is calculated as a volume-weighted median of transaction-level tri-party repo data collected from The Bank of New York Mellon, which currently acts as the clearing bank for the tri-party repo market, as well as General Collateral Finance Repo transaction data and data on bilateral U.S. Treasury repo transactions cleared through the FICC's delivery-versus-payment service. FRBNY notes that it obtains information from DTCC Solutions LLC, an affiliate of DTCC.

If data for a given market segment were unavailable for any day, then the most recently available data for that segment would be utilized, with the rates on each transaction from that day adjusted to account for any change in the level of market rates in that segment over the intervening period. SOFR would be calculated from this adjusted prior day's data for segments where current data were unavailable, and unadjusted data for any segments where data were available. To determine the change in the level of market rates over the intervening period for the missing market segment, the FRBNY would use information collected through a daily survey conducted by its trading desk of primary dealers' repo borrowing activity. On June 3, 2019, the FRBNY used this daily survey mechanism to calculate SOFR for May 31, 2019, when access was disrupted to one of the three primary data sources used to calculate the SOFR.

FRBNY currently publishes SOFR daily on its website at https://apps.newyorkfed.org/markets/autorates/sofr. FRBNY states on its publication page for SOFR that use of SOFR is subject to important disclaimers, limitations and indemnification obligations, including that FRBNY may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice.

Each U.S. government securities business day, the FRBNY publishes SOFR on its website at approximately 8:00 a.m., New York City time. If errors are discovered in the transaction data provided by The Bank of New York Mellon or DTCC Solutions LLC, or in the calculation process, subsequent to the initial publication of SOFR but on that same day, SOFR and the accompanying summary statistics may be republished at approximately 2:30 p.m., New York City time. Additionally, if transaction data from The Bank of New York Mellon or DTCC Solutions LLC had previously not been available in time for publication, but became available later in the day, the affected rate or rates may be republished at around this time. Rate revisions will only be effected on the same day as initial publication and will only be republished if the change in the rate exceeds one basis point. Any time a rate is revised, a footnote to the FRBNY's publication would indicate the revision. This revision threshold will be reviewed periodically by the FRBNY and may be changed based on market conditions.

SOFR is published by FRBNY based on data received from other sources, and the Issuer has no control over its determination, calculation or publication.

FRBNY started publishing SOFR in April 2018. FRBNY has also published historical indicative Secured Overnight Financing Rates dating back to 2014, although such historical indicative data inherently involves assumptions, estimates and approximations. Investors should not rely on such historical indicative data or on any historical changes or trends in SOFR as an indicator of the future performance of SOFR.

EURIBOR Notes

Each EURIBOR Note will bear interest at a specified rate that will be reset periodically based on EURIBOR and any Spread and/or Spread Multiplier.

"**EURIBOR**" means the European Interbank Offered Rate and, with respect to each Interest Determination Date, the rate for deposits in Euro having the Index Maturity beginning on the relevant Interest Reset Date

that appears on the Designated EURIBOR Page as of 11:00 a.m., Brussels time, on that Interest Determination Date.

The following procedures will apply if the rate cannot be set as described above:

(a) If such rate does not appear on the Designated EURIBOR Page as of 11:00 a.m., Brussels time, on the related Interest Determination Date, then the calculation agent will request the principal offices of four major banks (one of which may be an affiliate of the calculation agent) in the Euro-zone selected by the calculation agent to provide such bank's offered quotation to prime banks in the Euro-zone interbank market for deposits in Euro having the Index Maturity beginning on the relevant Interest Reset Date as of 11:00 a.m., Brussels time, on such Interest Determination Date and in a Representative Amount. If at least two quotations are provided, EURIBOR for that date will be the average (if necessary rounded upwards) of the quotations.

(b) If fewer than two quotations are provided, EURIBOR will be the average (if necessary rounded upwards) of the rates quoted by major banks (which may include an affiliate of the calculation agent) in the Euro-zone, selected by the calculation agent, at approximately 11:00 a.m., Brussels time, on the Interest Determination Date for loans in Euro to leading European banks for a period of time corresponding to the Index Maturity beginning on the relevant Interest Reset Date and in a Representative Amount.

(c) If no rates are quoted by major banks, the rate will be the same as the rate used for the prior interest period.

Notwithstanding the foregoing, if the Issuer, in its sole discretion, or the calculation agent, in its sole discretion, determine on or prior to an Interest Determination Date that EURIBOR has been permanently discontinued and the Issuer or the calculation agent have notified the other of such determination, the calculation agent will use, as a substitute for EURIBOR (the "**EURIBOR Alternative Rate**") for that Interest Determination Date and each Interest Determination Date thereafter, the reference rate selected as an alternative to EURIBOR by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the currency in which the EURIBOR Notes are denominated and that is consistent with accepted market practice regarding the selection and use of a substitute for EURIBOR. As part of such substitution, the calculation agent will, after consultation with the Issuer, make such adjustments ("**Adjustments**") to the EURIBOR Alternative Rate or the spread thereon, as well as the business day convention, Interest Determination Dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such EURIBOR Alternative Rate for the EURIBOR Notes. If the calculation agent determines, following consultation with the Issuer, that there is no clear market consensus as to whether any rate has replaced EURIBOR in customary market usage, the Issuer may appoint, in its sole discretion, a new calculation agent, which may be the Issuer's affiliate, to determine the EURIBOR Alternative Rate and make any EURIBOR Adjustments thereto, and the determinations of such calculation agent will be binding on the Issuer, the trustee and the holders of the EURIBOR Notes. If, however, the calculation agent or new calculation agent determines that EURIBOR has been discontinued, but for any reason a EURIBOR Alternative Rate has not been determined, EURIBOR will be equal to such rate as the rate in effect for the EURIBOR Notes on such Interest Determination Date.

"**Designated EURIBOR Page**" means Capital Markets Report Screen EURIBOR01 of Reuters, or any other page as may replace such page on such service.

SOFR Notes

Each SOFR Note will bear interest at a specified rate that will be reset periodically based on SOFR and any Spread or Spread Multiplier.

If the Final Terms specify that the Interest Rate Basis will be SOFR, the following terms and conditions shall apply to the SOFR Notes:

(a) The rate of interest for each Interest Payment Period will be the Compounded Daily SOFR on the relevant Interest Determination Date plus or minus (as indicated in the relevant Final Terms) the Spread or Spread Multiplier (if any), all as determined by the calculation agent, with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

(b) The following definitions shall apply for the purpose of paragraph (a) above:

"**Bloomberg Screen SOFRRATE Page**" means the Bloomberg screen designated "SOFRRATE" or any successor page or service;

"**Compounded Daily SOFR**" means, with respect to an Interest Payment Period, an amount equal to the rate of return for each calendar day during the Interest Payment Period, compounded daily, calculated by the calculation agent on the Interest Determination Date, as follows:

(i) if "SOFR Compound with Lookback" is specified in the relevant Final Terms:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{\mathrm{SOFR}_{i-\mathrm{pUSBD}}\times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

Where:

"**d**" means, in respect of an Interest Payment Period, the number of calendar days in the relevant Interest Payment Period;

"$\mathbf{d_0}$" means, in respect of an Interest Payment Period, the number of U.S. Government Securities Business Days in the relevant Interest Payment Period;

"**i**" means a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Payment Period;

"**Interest Determination Date**" means the date falling the number of U.S. Government Securities Business Days equal to the Lookback Period before each Interest Payment Date;

"**Interest Payment Dates**" shall have the meaning specified in the relevant Final Terms;

"**Lookback Period**" or "**p**" means five U.S. Government Securities Business Days or such larger number of days as specified in the relevant Final Terms;

"$\mathbf{n_i}$" means, in respect of a U.S. Government Securities Business Day_i in the relevant Interest Payment Period, the number of calendar days from, and including, such U.S. Government Securities Business Day_i to, but excluding, the following U.S. Government Securities Business Day_{i+1};

"$\mathbf{SOFR_i}$" means, in respect of each U.S. Government Securities Business Day_i, the SOFR in respect of such U.S. Government Securities Business Day; and

"$\mathbf{SOFR_{i\text{-}pUSBD}}$" means, in respect of a U.S. Government Securities Business Day_i in the relevant Interest Payment Period, SOFR_i in respect of the U.S. Government Securities Business Day falling the number of U.S. Government Securities Business Days equal to the Lookback Period prior to such U.S. Government Securities Business Day_i ("**pUSBD**").

(ii) if "SOFR Compound with Payment Delay" is specified in the relevant Final Terms:

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

Where:

"**d**" means, in respect of an Interest Payment Period, the number of calendar days in the relevant Interest Payment Period;

"**d_0**" means, in respect of an Interest Payment Period, the number of U.S. Government Securities Business Days in the relevant Interest Payment Period;

"**i**" means a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Payment Period;

"**Interest Determination Date**" shall be the Interest Payment Period End Date at the end of each Interest Payment Period; provided that the Interest Determination Date with respect to the final Interest Payment Period will be the SOFR Cut-Off Date;

"**Interest Payment Dates**" shall be the dates occurring the number of Business Days equal to the Interest Payment Delay following each Interest Payment Period End Date; provided that the Interest Payment Date with respect to the final Interest Payment Period will be the Maturity Date or, if the Notes are to be redeemed prior to the Maturity Date, such earlier date on which the Notes become due and payable;

"**Interest Payment Delay**" means the number of Business Days specified in the relevant Final Terms;

"**Interest Payment Period End Dates**" shall have the meaning specified in the relevant Final Terms;

"**n_i**" means, in respect of a U.S. Government Securities Business Day_i in the relevant Interest Payment Period, the number of calendar days from, and including, such U.S. Government Securities Business Day_i to, but excluding, the following U.S. Government Securities Business Day_{i+1};

"**$SOFR_i$**" means, for any U.S. Government Securities Business Day_i in the relevant Interest Payment Period, the SOFR in respect of such U.S. Government Securities Business Day_i. For purposes of calculating SOFR Compound with Payment Delay with respect to the final Interest Payment Period, the level of SOFR for each U.S. Government Securities Business Day in the period from and including the SOFR Cut-Off Date to but excluding the Maturity Date or any earlier date on which the Notes become due and payable, as applicable, shall be the level of SOFR in respect of such SOFR Cut-Off Date; and

"SOFR Cut-Off Date" means the fourth U.S. Government Securities Business Day prior to the Maturity Date or, if the Notes are to be redeemed prior to the Maturity Date, such earlier date on which the Notes become due and payable (or such other number of U.S. Government Securities Business Days specified in the relevant Final Terms);

"**Interest Payment Period**" shall have the meaning specified in the relevant Final Terms;

"**NY Federal Reserve**" means the Federal Reserve Bank of New York;

"**NY Federal Reserve's Website**" means the website of the NY Federal Reserve, currently at www.newyorkfed.org, or any successor website of the NY Federal Reserve or the website of any successor administrator of SOFR;

"**Reuters Page USDSOFR=**" means the Reuters page designated "USDSOFR=" or any successor page or service;

"**SOFR**" means the rate determined by the calculation agent in respect of a U.S. Government Securities Business Day, in accordance with the following provisions:

(i) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day that appears on the NY Federal Reserve's Website (the "**SOFR Screen Page**") at

approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day (the "**SOFR Determination Time**"), of, if no such rate is reported on the SOFR Screen Page for such U.S. Government Securities Business Day, then the Secured Overnight Financing Rate that is reported on the Bloomberg Screen SOFRRATE Page at the SOFR Determination Time or, if no such rate is reported on the Bloomberg Screen SOFRRATE Page, then the Secured Overnight Financing Rate that is reported on the Reuters Page USDSOFR= at the SOFR Determination Time; or

(ii) if the rate specified in (i) above does not so appear, unless both a SOFR Transition Event and its related SOFR Replacement Date have occurred, the Secured Overnight Financing Rate published on the NY Federal Reserve's Website for the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the NY Federal Reserve's Website; and

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

Notwithstanding paragraphs (a) and (b) above, if the calculation agent (or Issuer) determines on or prior to the SOFR Determination Time, that a SOFR Transition Event and its related SOFR Replacement Date have occurred with respect to the relevant SOFR Benchmark (as defined below), then the provisions set forth under "SOFR Replacement Provisions" below will apply to all determinations of SOFR for each Interest Payment Period thereafter.

SOFR Replacement Provisions

If the calculation agent, failing which the Issuer, determines on or prior to the SOFR Determination Time that a SOFR Transition Event and its related SOFR Replacement Date have occurred with respect to the then-current SOFR Benchmark, the calculation agent will appoint an agent (the "**Replacement Rate Determination Agent**") which will determine the SOFR Replacement. The SOFR Replacement will replace the then-current SOFR Benchmark for the purpose of determining the relevant rate of interest in respect of the relevant Interest Payment Period and each subsequent Interest Payment Period, subject to the occurrence of a subsequent SOFR Transition Event and related SOFR Replacement Date. The Replacement Rate Determination Agent may be (w) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the calculation agent, (x) the Issuer, (y) an affiliate of the Issuer or the calculation agent or (z) such other entity that the calculation agent determines to be competent to carry out such role.

In connection with the implementation of a SOFR Replacement, the Replacement Rate Determination Agent will have the right to make appropriate SOFR Replacement Conforming Changes from time to time.

Any determination, decision or election that may be made by the calculation agent, the Issuer or the Replacement Rate Determination Agent (as the case may be) pursuant to these provisions: (i) will (in the absence of manifest error) be conclusive and binding on the Issuer, the calculation agent, the Paying Agents and the Noteholders; (ii) will be made in the sole discretion of the calculation agent, the Issuer or the Replacement Rate Determination Agent (as the case may be); and (iii) notwithstanding anything to the contrary in the documentation relating to any SOFR Notes, shall become effective without consent from the Noteholders or any other party.

Following the designation of a SOFR Replacement, the calculation agent, failing which the Issuer, may subsequently determine that a SOFR Transition Event and its related SOFR Replacement Date have occurred in respect of such SOFR Replacement, provided that such SOFR Replacement has already been substituted for the SOFR Benchmark which it replaced and any SOFR Replacement Conforming Changes in connection with such substitution have been applied. In such circumstances, the SOFR Replacement shall be deemed to be the SOFR Benchmark and all relevant definitions shall be construed accordingly.

In connection with the SOFR Replacement Provisions above, the following definitions shall apply:

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the SOFR Benchmark for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the SOFR Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Relevant Governmental Body**" means the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or any successor thereto;

"**SOFR Benchmark**" means, initially, Compounded Daily SOFR, as such term is defined above; provided that if the Replacement Rate Determination Agent determines on or prior to the SOFR Determination Time that a SOFR Transition Event and its related SOFR Replacement Date have occurred with respect to Compounded Daily SOFR (or the published daily SOFR used in the calculation thereof) or the then-current SOFR Benchmark, then "SOFR Benchmark" means the applicable SOFR Replacement;

"**SOFR Replacement**" means any one (or more) of the SOFR Replacement Alternatives to be determined by the Replacement Rate Determination Agent as of the SOFR Replacement Date in accordance with:

(i) the order of priority specified SOFR Replacement Alternatives Priority in the relevant Final Terms; or

(ii) if no such order of priority is specified, in accordance with the priority set forth below:

(1) Relevant Governmental Body Replacement;

(2) ISDA Fallback Replacement; and

(3) Industry Replacement,

provided that, in each case, if the Replacement Rate Determination Agent is unable to determine the SOFR Replacement in accordance with the first SOFR Replacement Alternative listed, it shall attempt to determine the SOFR Replacement in accordance with each subsequent SOFR Replacement Alternative until a SOFR Replacement is determined;

"**SOFR Replacement Alternatives**" means:

(i) the sum of: (1) the alternative rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark and (ii) the SOFR Replacement Adjustment (the "**Relevant Governmental Body Replacement**");

(ii) the sum of: (1) the ISDA Fallback Rate and (2) the SOFR Replacement Adjustment (the "**ISDA Fallback Replacement**"); or

(iii) the sum of: (i) the alternative rate that has been selected by the Replacement Rate Determination Agent as the replacement for the then-current SOFR Benchmark giving due consideration to any industry-accepted rate as a replacement for the then-current SOFR Benchmark for U.S. dollar-denominated floating rate securities at such time and (ii) the SOFR Replacement Adjustment (the "**Industry Replacement**");

"**SOFR Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Replacement Rate Determination Agent as of the applicable SOFR Replacement Date:

(i) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted SOFR Replacement;

(ii) if the applicable Unadjusted SOFR Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(iii) the spread adjustment (which may be a positive or negative value or zero) determined by the Replacement Rate Determination Agent giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current SOFR Benchmark with the applicable Unadjusted SOFR Replacement for U.S. dollar-denominated floating rate securities at such time;

"**SOFR Replacement Conforming Changes**" means, with respect to any SOFR Replacement, any technical, administrative or operational changes (including, but not limited to, changes to timing and frequency of determining rates with respect to each Interest Payment Period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention and other administrative matters) that the Replacement Rate Determination Agent decides may be appropriate to reflect the adoption of such SOFR Replacement in a manner substantially consistent with market practice (or, if the Replacement Rate Determination Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Replacement Rate Determination Agent determines that no market practice for use of the SOFR Replacement exists, in such other manner as the Replacement Rate Determination Agent determines is reasonably necessary, acting in good faith and in a commercially reasonable manner);

"**SOFR Replacement Date**" means the earliest to occur of the following events with respect to the then-current SOFR Benchmark (including the daily published component used in the calculation thereof):

(i) in the case of sub-paragraphs (i) or (ii) of the definition of "SOFR Transition Event," the later of (1) the date of the public statement or publication of information referenced therein and (2) the date on which the administrator of the SOFR Benchmark permanently or indefinitely ceases to provide the SOFR Benchmark (or such component); or

(ii) in the case of sub-paragraph (iii) of the definition of "SOFR Transition Event," the date of the public statement or publication of information referenced therein; or

(iii) in the case of sub-paragraph (iv), the last such consecutive U.S. Government Securities Business Day on which the SOFR Benchmark has not been published.

For the avoidance of doubt, if the event giving rise to the SOFR Replacement Date occurs on the same day as, but earlier than, the SOFR Determination Time in respect of any determination, the SOFR Replacement Date will be deemed to have occurred prior to the SOFR Determination Time for such determination.

"**SOFR Transition Event**" means the occurrence of any one or more of the following events with respect to the then-current SOFR Benchmark (including the daily published component used in the calculation thereof):

(i) a public statement or publication of information by or on behalf of the administrator of the SOFR Benchmark (or such component, if relevant) announcing that such administrator has ceased or will cease to provide the SOFR Benchmark (or such component, if relevant), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component, if relevant);

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark (or such component, if relevant), the central bank for the currency of the SOFR Benchmark (or such component, if relevant), an insolvency official with jurisdiction over the administrator for the SOFR Benchmark (or such component, if relevant), a resolution authority with jurisdiction over the administrator for the SOFR Benchmark (or such component, if relevant) or a court or an entity with similar insolvency or resolution authority over the administrator for the SOFR Benchmark (or such component, if relevant), which states that the administrator of the SOFR Benchmark (or such component, if relevant) has ceased or will cease to provide the SOFR

Benchmark (or such component, if relevant) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component, if relevant);

(iii) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark (or such component, if relevant) announcing that the SOFR Benchmark (or such component, if relevant) is no longer representative, the SOFR Benchmark (or such component, if relevant) has been or will be prohibited from being used or that its use has been or will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or

(iv) the SOFR Benchmark is not published by its administrator (or a successor administrator) for six consecutive U.S. Government Securities Business Days; and

"**Unadjusted SOFR Replacement"** means the SOFR Replacement excluding the SOFR Replacement Adjustment.

Treasury Rate Notes

Each Treasury Rate Note will bear interest at a specified rate that will be revised periodically based on the Treasury Rate and any Spread and/or Spread Multiplier.

"**Treasury Rate**" means, with respect to any Interest Determination Date, the rate for the most recent auction of direct obligations of the United States ("**Treasury bills**") having the specified Index Maturity as it appears under the caption "**INVEST RATE**" on either Reuters Screen USAUCTION10 Page or Reuters Screen USAUCTION11 Page (or any other pages as may replace such pages on such service).

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate is not so published by 3:00 p.m., New York City time, on the Interest Determination Date, the rate will be the auction average rate for such Treasury bills (expressed as a bond equivalent, on the basis of a year of 365 or 366 days as applicable, and applied on a daily basis) for such auction as otherwise announced by the U.S. Department of the Treasury.

(b) If the results of the auction of Treasury bills are not so published by 3:00 p.m., New York City time, on the Interest Determination Date, or if no such auction is held, the Treasury Rate will be the rate (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) on such Interest Determination Date of such Treasury bills having the specified Index Maturity as published in H.15(519) under the caption "**U.S. Government Securities/Treasury Bills/Auction high**."

(c) If such rate is not so published in H.15(519) by 3:00 p.m., New York City time, on the related Interest Determination Date, the rate on such Interest Determination Date of such Treasury bills will be as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**U.S. Government Securities/Treasury Bills/Auction high**."

(d) If such rate is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, then the Treasury Rate will be a yield to maturity (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the average of the secondary market bid rates as of approximately 3:30 p.m., New York City time, on the Interest Determination Date, of three leading primary U.S. government securities dealers in The City of New York selected by the calculation agent for the issue of Treasury bills with a remaining maturity closest to the specified Index Maturity.

(e) If fewer than three dealers are providing quotes, the rate will be the same as the rate used in the prior interest period.

Prime Rate Notes

Each Prime Rate Note will bear interest at a specified rate that will be reset periodically based on the Prime Rate and any Spread and/or Spread Multiplier.

"**Prime Rate**" means, with respect to any Interest Determination Date, unless otherwise specified in any applicable Final Terms, the rate set forth on that Interest Determination Date in H.15(519) under the heading "**Bank Prime Loan**."

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate is not published in H.15(519) by 3:00 p.m., New York City time, on the Interest Determination Date, then the Prime Rate will be the rate as published on such Interest Determination Date in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate under the caption "**Bank Prime Loan**."

(b) If the rate is not published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, then the Prime Rate will be the average (rounded upwards, if necessary, to the next higher one-hundred thousandth of a percentage point) of the rates publicly announced by each bank on the Reuters Screen USPRIME1 Page as its prime rate or base lending rate for that Interest Determination Date.

(c) If fewer than four, but more than one, rates appear on the Reuters Screen USPRIME1 Page, the Prime Rate will be the average of the prime rates (quoted on the basis of the actual number of days in the year divided by a 360-day year) as of the close of business on the Interest Determination Date by four major money center banks in The City of New York selected by the calculation agent.

(d) If fewer than two rates appear, the Prime Rate will be determined based on the rates furnished in The City of New York by the appropriate number of substitute banks or trust companies organized and doing business under the laws of the United States, or any State thereof, having total equity capital of at least U.S.$500 million and being subject to supervision or examination by a Federal or State authority, as selected by the calculation agent.

(e) If no banks are providing quotes, the rate will be the same as the rate used for the prior interest period.

Extendible Notes

Notes may be issued with an initial maturity date (the "**Initial Maturity Date**") which may be extended from time to time upon the election of the holders on specified dates (each, an "**Election Date**") up to a final maturity date (the "**Final Maturity Date**") as set forth in the applicable Final Terms ("**Extendible Notes**"). The Final Terms relating to each issue of Extendible Notes will set forth the terms of such Notes, including the Initial Maturity Date, the Final Maturity Date and the Election Dates, and will also describe the manner in which holders may elect to extend the Notes and such other terms and conditions as may apply to such issue.

Additional Notes

The Issuer may issue Notes from time to time having terms identical to a prior Tranche of Notes but for the original issue date and the public offering price ("**Additional Notes**"). Any such Additional Notes that are Regulation S Global Notes will be issued in the form of a temporary global Note which will be exchangeable for a beneficial interest in a permanent global Note on or after the Exchange Date specified in the applicable Final Terms relating to such Additional Notes. Additional Notes may be issued prior to or after the Exchange Date relating to such prior Tranche of Notes of the same Series. In the event Additional Notes are issued prior to the Exchange Date for the prior Tranche, the Exchange Date relating to such prior Tranche shall be moved to a date not earlier than 40 calendar days after the original issue date of the related Additional Notes; provided, however, in no event shall the Exchange Date for a Tranche of Notes be extended to a date more than 160 calendar days after the date such Tranche was issued. Once any Additional Notes have been issued, whether Regulation S Global Notes or Rule 144A Global Notes, such Additional Notes together with each prior and subsequent Tranche of Notes of the same Series, shall constitute one and the same Series of Notes for all purposes; provided, however, that in the case of Regulation S Global Notes, or Notes to which the TEFRA D

Rules apply, such consolidation of Additional Notes issued after the Exchange Date will occur only following the exchange of interests in the temporary global Note for interests in the permanent global Note upon receipt of certificates described below; and provided further that if the Additional Notes are not fungible with the earlier Notes for United States federal income tax purposes, the Additional Notes will have a separate CUSIP number. The Final Terms relating to any Additional Notes will set forth matters related to the issuance, exchange and transfer of Additional Notes, including identifying the prior Tranche of Notes, their original issue date and aggregate principal amount. Any Additional Notes that are Bearer Notes will be subject to the same restrictions as are set forth under "**Forms of Notes—Bearer Notes**" above.

Covenants

The Issuer has agreed to restrictions on its activities for the benefit of holders of each Series of Notes. The following restrictions will apply separately to each Series of Notes:

Consolidation, Merger, Sale or Conveyance

The Issuer may not consolidate with or merge into any other corporation or convey or transfer its properties and assets substantially as an entirety to any person, unless:

(i) the corporation formed by such consolidation or into which the Issuer is merged or the person which acquires by conveyance or transfer the properties and assets of the Issuer substantially as an entirety shall be a corporation organized and existing under the laws of the Republic of Chile and shall expressly assume, by a supplemental Fiscal Agency Agreement, executed and delivered to the Fiscal and Paying Agent, in form satisfactory to the Fiscal and Paying Agent, the due and punctual payment of the principal of (and premium, if any) and interest on all the outstanding Notes and the performance of every covenant of the Fiscal Agency Agreement on the part of the Issuer to be performed or observed;

(ii) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or lapse of time or both would become an Event of Default, shall have happened and be continuing; and

(iii) The Issuer shall have delivered to the Fiscal Agent an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, conveyance or transfer and such supplemental Fiscal Agency Agreement comply with the foregoing provisions relating to such transaction and all conditions precedent in the Fiscal Agency Agreement relating to such a transaction have been complied with.

(iv) In case of any such consolidation, merger, conveyance or transfer such successor corporation will succeed to and be substituted for the Issuer as obligor on each Series of Notes with the same effect as if it had issued such Series of Notes. Upon the assumption of its obligations by any such successor corporation in such circumstances subject to certain exceptions, the Issuer will be discharged from all obligations under the Notes and the Fiscal Agency Agreement.

Periodic Reports

The Fiscal Agency Agreement provides that if the Issuer is not required to file with the Securities and Exchange Commission information, documents, or reports pursuant to Section 13 or Section 15(d) of the Exchange Act, it will file with the Fiscal Agent and the Securities and Exchange Commission the supplementary and periodic information, documents and reports required pursuant to Section 13 of the Exchange Act in respect of a security of a "foreign private issuer" (as defined in Rule 3b-4 under the Exchange Act) listed and registered on a national securities exchange.

Events of Default

An "Event of Default," with respect to each Series of Notes is defined in the Fiscal Agency Agreement as:

(i) The Issuer's default in the payment of any principal of any of the Notes of such Series (including Additional Amounts), when due and payable, whether at maturity or otherwise; or

(ii) The Issuer's default in the payment of any interest or any Additional Amounts when due and payable on any of the Notes of such Series and the continuance of such default for a period of 30 days; or

(iii) The Issuer's default in the performance or observance of any other term, covenant, warranty, or obligation in respect of the Notes of such Series or the Fiscal Agency Agreement, not otherwise expressly defined as an Event of Default in (i) or (ii) above, and the continuance of such default for more than 60 days after written notice of such default has been given to the Issuer by the Fiscal and Paying Agent on behalf of the Noteholders, or the holders of at least 25% in aggregate principal amount of the Notes of such Series outstanding specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default"; or

(iv) if any of the Issuer's Indebtedness (as defined below) or that of its subsidiaries becomes due and repayable prematurely by reason of an event of default (however described) or the Issuer or any of its subsidiaries fails to make any payment in respect of any Indebtedness on the due date for such payment or within any originally applicable grace period or any security given by the Issuer or any of its subsidiaries for any Indebtedness becomes enforceable and steps are taken to enforce the same or if the Issuer or any of its subsidiaries default in making any payment when due (or within any originally applicable grace period in respect thereof) under any guarantee and/or indemnity given by the Issuer or such subsidiary (as the case may be) in relation to any Indebtedness of any other person, provided that no such event as aforesaid shall constitute an Event of Default unless such Indebtedness either alone or when aggregated with other Indebtedness in respect of which one or more of the events mentioned in this paragraph has occurred shall amount to at least U.S.$40,000,000 (or its equivalent in any other currency on the basis of the middle spot rate for any relevant currency against the U.S. dollar as quoted by any leading bank on the day on which this paragraph operates); or

(v) the entry of an order for relief against the Issuer under any Bankruptcy Law by a court or regulatory entity having jurisdiction in the premises or a decree or order by a court or regulatory entity having jurisdiction in the premises adjudging the Issuer a bankrupt or insolvent under any other applicable law, or the entry of a decree or order approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Issuer under any Bankruptcy Law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official under any Bankruptcy Law, including a "síndico") of the Issuer or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days; or

(vi) the consent by the Issuer to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any Bankruptcy Law, or the consent by it to the filing of any such petition or to the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official under any Bankruptcy Law, including a "síndico") of the Issuer or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Issuer in furtherance of any such action.

The term "**Bankruptcy Law**" as used in this Section means (i) articles 120 et seq. of the Chilean Banking Law (D.F.L. 3 of 1997, as amended), (ii) the Chilean "Ley de Quiebras" (Law No. 20,720, as amended) or (iii) any other applicable law that amends, supplements or supersedes the Chilean Banking Law and/or the Ley de Quiebras, and any applicable bankruptcy, insolvency, reorganization or other similar law of any applicable jurisdiction.

For purposes of the above, "**Indebtedness**" means (a) any liability of such person (1) for borrowed money or under any reimbursement obligation relating to a letter of credit, financial bond or similar instrument or agreement, (2) evidenced by a bond, note, debenture or similar instrument or agreement (including a purchase money obligation) given in connection with the acquisition of any business, properties or assets of any kind (other than a trade payable or a current liability arising in the ordinary course of business or a performance bond or similar obligation) or (3) for the payment of money relating to any obligations under any capital lease of real or personal property; (b) any liability of others described in the preceding clause (a) that the person has guaranteed or that is otherwise its legal liability; and (c) any amendment, supplement, modification, deferral, renewal, extension or refunding of any liability of the types referred to in clauses (a) and (b) above. For the purpose of determining any particular amount of Indebtedness under this definition, guarantees of (or

obligations with respect to letters of credit or financial bonds supporting) Indebtedness otherwise included in the determination of such amount shall also not be included.

The Fiscal Agency Agreement provides that if an Event of Default with respect to any Series of Notes described in paragraph (i), (ii), (iii) and (iv) above occurs and is continuing with respect to the Notes of any Series, then and in each and every such case, unless the principal of all the Notes of such Series shall have already become due and payable, the holders of not less than 25% in aggregate principal amount of the Notes of such Series then outstanding hereunder (each such Series acting as a separate class), by notice in writing to the Issuer and to the Fiscal Agent, may declare the principal amount of all the Notes of such Series then outstanding and all accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in the Fiscal Agency Agreement or in the Notes of such Series contained to the contrary notwithstanding. If an Event of Default with respect to any Series of Notes described in paragraph (v) or (vi) of the above occurs and is continuing, then the principal amount of the Notes then outstanding and all accrued interest thereon shall, without any notice to the Issuer or any other act on the part of the Fiscal Agent or any holder of the Notes, become and be immediately due and payable, anything in the Chilean Banking Law, the Fiscal Agency Agreement or in the Notes contained to the contrary notwithstanding.

At any time after such a declaration of acceleration has been made with respect to the Notes of such Series, the holders of a majority in aggregate principal amount of the outstanding Notes of such Series, by written notice to the Issuer and the Fiscal Agent, may rescind and annul such declaration and its consequences if: (1) the Issuer has paid or deposited with the Fiscal and Paying Agent a sum sufficient to pay: (i) all overdue installments of interest on the outstanding Notes of such Series, (ii) the principal of (and premium, if any, on) any outstanding Notes of such Series which have become due otherwise than by such declaration of acceleration, and interest thereon at the rate or rates prescribed therefor by the terms of the Notes of such Series, to the extent that payment of such interest is lawful, (iii) interest upon overdue installments of interest at the rate or rates prescribed therefor by the terms of the Notes of such Series, to the extent that payment of such interest is lawful, and all sums paid or advanced by the Fiscal and Paying Agent hereunder and the reasonable compensation, expenses, disbursements and advances of the Fiscal and Paying Agent, its agents and counsel and all other amounts due the Fiscal and Paying Agent under Section 11(a); and (2) all Events of Default with respect to such Series of Notes, other than the nonpayment of the principal of the Notes of such Series which have become due solely by such acceleration, have been cured or waived. No such rescission shall affect any subsequent default or impair any right consequent thereon.

Payment of Additional Amounts

The Issuer is required to make all payments in respect of each Series of Notes free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, fines, penalties, assessments or other governmental charges (or interest on those taxes, duties, fines, penalties, assessments or other governmental charges) (collectively, "Taxes") imposed, levied, collected, withheld or assessed by, within or on behalf of the Republic of Chile (or any political subdivision or governmental authority thereof or therein having power to tax), or any other jurisdiction from or through which the Issuer makes any payment under a Series of Notes (or any political subdivision or governmental authority thereof or therein having power to tax) (each, a "**Relevant Taxing Jurisdiction**") unless such withholding or deduction is required by law. In that event the Issuer will pay to the Holders of such Series of Notes, or the relevant Paying Agent, as the case may be, such additional amounts ("**Additional Amounts**") as may be necessary to ensure that the net amounts received by the Holders of such Series of Notes or the relevant Paying Agent after such withholding or deduction shall not be less than the amounts of principal, interest and premium, if any, which would have been received in respect of such Series of Notes in the absence of such withholding or deduction, except that no such Additional Amounts shall be payable in respect of any Note:

(i) in the case of payments for which presentation of such Note is required, presented for payment more than 30 days after the later of:

   (a) the date on which such payment first became due, and

   (b) if the full amount payable has not been received in the place of payment by the relevant Paying Agent on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Holders by the relevant Paying Agent, except to the extent that the Holder would have been entitled to such Additional Amounts on presenting such Note for payment on the last day of such period of 30 days;

(ii) held by or on behalf of a Holder who is liable for Taxes or other governmental charges imposed in respect of such Note by reason of such Holder having some present or former direct or indirect connection with the taxing jurisdiction imposing such tax, other than the mere holding of such Note or the receipt of payments or the enforcement of rights in respect thereto;

(iii) with respect to Taxes imposed on a payment to a Holder that would not have been imposed but for the failure of the Holder to comply with certification, information or other reporting requirements concerning the nationality, residence or identity of the Holder, if compliance is required by statute or by regulation of a Relevant Taxing Jurisdiction as a precondition to relief or exemption from such Taxes;

(iv) with respect to Taxes imposed under: (a) Sections 1471 to 1474 of the Code (including regulations and official guidance thereunder), (b) any successor version thereof that is substantially comparable and not materially more onerous to comply with, (c) any agreement entered into pursuant to Section 1471(b) of the Code or (d) any law, regulation, rule or practice implementing an intergovernmental agreement entered into in connection with the implementation of such Sections of the Code;

(v) in the case of payments for which presentation of such Note is required, with respect to Taxes that would not have been imposed but for the presentation of such Note in the Relevant Taxing Jurisdiction, unless such Note could not have been presented for payment elsewhere;

(vi) with respect to any payment on a Note to a Holder who is a fiduciary, a partnership, a limited liability company or other than the sole beneficial owner of that payment to the extent that payment would be required by the laws of a Relevant Taxing Jurisdiction (or any political subdivision thereof) to be included in the income, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a member of that partnership, an interestholder in a limited liability company or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or beneficial owner been the Holder; or

(vii) any combination of (i) through (vi).

As used in this section, a "Holder" shall mean, (a) with respect to any Registered Note, the person in whose name at the time such Registered Note is registered on the Register or (b) with respect to any Bearer Note, the bearer thereof.

References to principal, interest, premium or other amounts payable in respect of any Series of Notes also refer to any Additional Amounts that may be payable. Refunds, if any, of taxes with respect to which the Issuer pays Additional Amounts are for the Issuer's account.

Notwithstanding the foregoing, the limitations on the obligations of the Issuer to pay Additional Amounts set forth in clause (iii) will not apply if the provision of any certification, identification, information, documentation or other reporting requirement described in such clause (iii) would be materially more onerous, in form, in procedure or in the substance of information disclosed, to a Holder or beneficial owner of a note (taking into account any relevant differences between U.S. law, rules, regulations or administrative practice and the law, rules, regulations or administrative practice of the Relevant Taxing Jurisdiction) than comparable information or other reporting requirements imposed under U.S. tax law, regulations and administrative practice (such as Internal Revenue Service Forms W-8BEN and W-9).

Except as described in the Fiscal Agency Agreement, the Issuer will pay when due any present or future stamp, transfer, court or documentary taxes or any other excise or property taxes, charges or similar levies imposed by the Republic of Chile (or any political subdivision or governmental authority thereof or therein having power to tax) with respect to the initial execution, delivery or registration of each Series of Notes or any other document or instrument relating thereto.

Modification of Fiscal Agency Agreement and Notes

The Fiscal Agency Agreement may be amended by the Issuer and the Fiscal Agent, without the consent of the holder of any Note of a Series for the purposes, among others, of curing any ambiguity, or of correcting or supplementing any defective or inconsistent provisions contained therein or to effect any assumption of the Issuer's obligations thereunder and under the Notes of a Series under the circumstances described under

"**Consolidation, Merger, Sale or Conveyance**" above or in any other manner which the Issuer and the Fiscal Agent may deem necessary or desirable and which, in the sole determination of the Issuer, will not adversely affect the interests of the holders of Notes of a Series outstanding on the date of such amendment. Nothing in the Fiscal Agency Agreement prevents the Issuer and the Fiscal Agent from amending the Fiscal Agency Agreement in such a manner as to only have a prospective effect on Notes issued on or after the date of such amendment.

Modifications and amendments to the Fiscal Agency Agreement and, to the terms and conditions of the Notes of a Series may also be made, and future compliance therewith or past Events of Default by the Issuer may be waived, by holders of a majority in aggregate principal amount of the Notes of such Series (or, in each case, such lesser amount as shall have acted at a meeting of holders of such Notes, as described below), provided, however, that no such modification or amendment to the Fiscal Agency Agreement, or to the terms and conditions of the Notes of a Series may, without the consent of the holders of each Note of such Series affected thereby, among other things, (a) change the stated maturity of the principal of any Note of such Series or extend the time for payment of interest thereon; (b) reduce the principal amount of any Note of such Series or reduce the amount of interest payable thereon or the amount payable thereon in the event of redemption or acceleration (or in the case of OID Notes, change the amount that would be due and payable upon an acceleration thereof); (c) change the currency of payment of principal of or any other amounts payable on any Note of such Series; (d) impair the right to institute suit for the enforcement of any such payment on or with respect to any Note of such Series; (e) reduce the above-stated percentage of the principal amount of Notes of such Series, the consent of whose holders is necessary to modify or amend the Fiscal Agency Agreement, the terms and conditions of the Notes or reduce the percentage of Notes of such Series required for the taking of action or the quorum required at any such meeting of holders of Notes of such Series; or (f) modify the foregoing requirements to reduce the percentage of outstanding Notes of such Series necessary to waive any future compliance or past default. The persons entitled to vote a majority in principal amount of the Notes of a Series outstanding shall constitute a quorum at a meeting of Noteholders of such Series except as hereinafter provided. In the absence of such a quorum, a meeting of Noteholders called by the Issuer shall be adjourned for a period of not less than 10 days, and in the absence of a quorum at any such adjourned meeting, the meeting shall be further adjourned for another period of not less than 10 days, at which further adjourned meeting persons entitled to vote 25% in principal amount of Notes of a Series at the time outstanding shall constitute a quorum. Except for modifications or amendments in (a) to (f) above which require the consent of the holders of each Note of such series affected thereby, any modifications, amendments or waivers to the Fiscal Agency Agreement, the terms and conditions of the Notes of a Series at a meeting of Noteholders require a favorable vote of holders of the lesser of (i) a majority in principal amount of the outstanding Notes of such Series or (ii) 75% of the principal amount of Notes of such Series represented and voting at the meeting. Any such modifications, amendments or waivers will be conclusive and binding on all holders of Notes of such Series, whether or not they have given such consent or were present at such meeting and whether or not notation of such modifications, amendments or waivers is made upon the Notes, and on all future holders of Notes of such Series. Any instruments given by or on behalf of any holder of a Note of a Series in connection with any consent to any such modification, amendment or waiver will be irrevocable once given and will be conclusive and binding on all subsequent holders of such Note.

Replacement of Notes and Coupons

Any Notes or coupons that become mutilated, destroyed, lost or stolen or are apparently destroyed, lost or stolen will be replaced by the Issuer at the expense of the holder upon delivery of the Notes or coupons or satisfactory evidence of the destruction, loss or theft thereof to the Issuer and the Fiscal Agent. In each case, an indemnity satisfactory to the Issuer and the Fiscal Agent may be required at the expense of the holder of such Note or coupon before a replacement Note or coupon will be issued. For so long as the Notes are listed or admitted to trading on or by any other stock exchange, competent authority and/or market and the rules of such stock exchange(s), competent authority(ies) and/or market(s) so require, a noteholder shall be able to obtain a replacement Note or coupon at the offices of the paying agent located in each location required by the rules and regulations of such stock exchange(s), competent authority(ies) and/or market(s).

Applicable Law

The Fiscal Agency Agreement and the Notes will be governed by, and construed in accordance with, the laws of the State of New York, United States of America.

Notices

The Issuer shall ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or any other relevant authority on which the Notes are for the time being listed or by which they have been admitted to listing. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of the first such publication).

Notices to holders of Registered Notes will also be given by mailing such notices to each holder by first class mail, postage prepaid, at the respective address of each holder as that address appears upon the books of the relevant Registrar.

So long as no definitive Bearer Notes are in issue in respect of a particular Series, there may, so long as the global Note(s) for such Series is or are held in its or their entirety on behalf of Euroclear and Clearstream, Luxembourg, and/or another clearance system, as the case may be, and the Notes for such Series are not listed and/or admitted to trading on a stock exchange, competent authority and/or market, or if so listed or admitted to trading, for so long as the relevant stock exchange, competent authority and/or market so permits, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or such other clearance system for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear, Clearstream, Luxembourg and/or such other clearance system.

Notices to be given by a Noteholder shall be in writing and given by lodging the same, together with the related Note or Notes, with the Fiscal Agent. While any Notes are represented by a global Note, such notice may be given by a Noteholder to the Fiscal Agent via Euroclear, Clearstream, Luxembourg, and/or such other clearance system, as the case may be, in such manner as the Fiscal Agent and Euroclear, Clearstream, Luxembourg and/or such other clearance system may approve for this purpose.

Consent to Service

The Issuer has designated CT Corporation System, presently located at 28 Liberty Street, New York, New York 10005, as authorized agent for service of process in any legal action or proceeding arising out of or relating to the Fiscal Agency Agreement or the Notes brought in any federal or state court in the Borough of Manhattan, the City of New York, State of New York.

Consent to Jurisdiction

(a) The Issuer irrevocably consents to the nonexclusive jurisdiction of any court of the State of New York or any United States Federal court sitting, in each case, in the Borough of Manhattan, The City of New York, New York, United States of America, and any appellate court from any thereof, and waives any immunity from the jurisdiction of such courts over any suit, action or proceeding that may be brought by the Fiscal and Paying Agent or a holder in connection with the Fiscal Agency Agreement or the Notes. The Issuer irrevocably waives, to the fullest extent permitted by law, any objection to any suit, action or proceeding that may be brought in connection with the Fiscal Agency Agreement or the Notes in such courts on the grounds of venue or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. The Issuer agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Issuer and may be enforced in any court to the jurisdiction of which the Issuer is subject by a suit upon such judgment; provided that service of process is effected upon the Issuer in the manner provided by the Fiscal Agency Agreement. Notwithstanding the foregoing, any suit, action or proceeding brought in connection with the Fiscal Agency Agreement or the Notes against the Issuer may be instituted in any competent court in the Chile.

(b) The Issuer agrees that service of all writs, process and summonses in any suit, action or proceeding brought in connection with the Fiscal Agency Agreement or the Notes against the Issuer in any court of the State of New York or any United States Federal court sitting, in each case, in the Borough of Manhattan, The City of New York, may be made upon CT Corporation System, presently located at 28 Liberty Street, New York, New York 10005.

(c) Nothing in this Section shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding against any other party or its property in the courts of other jurisdictions.

Judgment Currency

The Issuer agrees, to the fullest extent that it may effectively do so under applicable law, that (a) if for the purpose of obtaining judgment in any court it is necessary to convert the sum due in respect of the principal of, or premium or interest, if any, on the Notes of any Series (the "**Required Currency**") into a currency in which a judgment will be rendered (the "**Judgment Currency**"), the rate of exchange used shall be the rate at which, in accordance with normal banking procedures, the Fiscal and Paying Agent could purchase the Required Currency with the Judgment Currency and (b) its obligations under the Fiscal Agency Agreement to make payments in the Required Currency (i) shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgment (whether or not entered in accordance with subsection (a)), in any currency other than the Required Currency, except to the extent that such tender or recovery shall result in the actual receipt, by the payee, of the full amount of the Required Currency expressed to be payable in respect of such payments, (ii) shall be enforceable as an alternative or additional cause of action for the purpose of recovering in the Required Currency the amount, if any, by which such actual receipt shall fall short of the full amount of the Required Currency so expressed to be payable and (iii) shall not be affected by judgment being obtained for any other sum due under the Fiscal Agency Agreement.

[Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Program (1) with a denomination equal to or higher than €100,000 (or its equivalent in another currency) and/or (2) are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors (as defined in the Prospectus Regulation) have access.][1]

FORM OF FINAL TERMS

FINAL TERMS NO. [●]
Dated [●]

BANCO SANTANDER-CHILE (the "Issuer")
ISSUE OF MEDIUM-TERM NOTES
[●]% [Fixed Rate][Floating Rate] Notes Due [●]
Series No.: [●]

PART A CONTRACTUAL TERMS

[**MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Details of any negative target market to be included if applicable*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Details of any negative target market to be included if applicable*] . Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**BENCHMARKS REGULATION** – Amounts payable under the Notes will be calculated by reference to [specify benchmark (as this term is defined in the Benchmarks Regulation)] which is provided by [legal name of the benchmark administrator]. As at the date of these Final Terms, [legal name of the benchmark administrator] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**").

[As far as the Issuer is aware, [specify benchmark (as this term is defined in the Benchmarks Regulation)] [does not fall within the scope of the Benchmarks Regulation/the transitional provisions in Article 51 of the Benchmarks Regulation apply] such that [legal name of the benchmark administrator] is not currently required to obtain authorization or registration (or, if located outside the EU, recognition, endorsement or equivalence).]]

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[1] Where the Note is (i) not the subject of a public offer which requires the publication of a prospectus under the Prospectus Regulation and (ii) not listed on the Official List of Euronext Dublin and not admitted to trading on the regulated market of Euronext Dublin or on any other regulated market in the European Economic Area and in the United Kingdom, all references to the Prospectus Regulation and final terms for the purposes of the Prospectus Regulation, shall be deleted.

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the "**Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended or superseded (the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.]

[**PROHIBITION OF SALES TO UNITED KINGDOM RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For the purposes of this provision: (a) the expression retail investor means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA; and (b) the expression an offer includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.]

[**SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

THE NOTES DESCRIBED HEREIN HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND THE NOTES DESCRIBED HEREIN MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.

THESE FINAL TERMS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the base prospectus dated June 24, 2022 [, together with the supplement(s) thereto dated [●]] ([collectively,] the "**Base Prospectus**"). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus has been, and these Final Terms will be, published on the website of the Issuer (https://santandercl.gcs-web.com/debt-market-risk). None of the information contained on the Issuer's website is incorporated by reference into, or forms part of, this document.

[*The following alternative language applies if the first Tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date and the relevant terms and conditions from that Base Prospectus with an earlier date were incorporated by reference in this Base Prospectus:*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the Base Prospectus dated [date] [and the supplemental Base Prospectus dated [date]], which are incorporated by reference in the Base Prospectus dated June 24, 2022. This document constitutes the Final Terms of the Notes described herein for the purposes of the EU Prospectus Regulation and must be read in conjunction with the Base Prospectus dated June 24, 2022 [and the supplemental Base Prospectus dated [date]], which [together] constitute[s] a base prospectus (the "Base Prospectus") for the purposes of the EU Prospectus Regulation, including the Conditions incorporated by reference in the Base Prospectus in order to obtain all the relevant information.

The Base Prospectus and the Base Prospectus dated [date], including the Conditions have been published on the websites of Euronext Dublin and the Issuer ([address]).]

1. <u>General Information:</u>

(i) Series Number:	[●]
(ii) Tranche Number:	[●] [*If fungible with an existing Series, provide details of that Series, including the date on which the Notes become fungible*.]
(iii) Trade Date:	[●]
(iv) Settlement Date (Original Issue Date):	[●]
(v) Maturity Date:	[●]
(vi) Specified Currency:	[●]
(vii) Principal Amount (in Specified Currency):	[●]
(viii) Dealer's Discount or Commission:	[●]
(ix) Issue Price:	[●]
(x) Ranking:	[Senior][Subordinated]

2. <u>Payment of Additional Amounts:</u> [Applicable/Not applicable]

3. <u>Authorization/Approval</u>

(i) Date of Board approval for issuance of Notes obtained:	[●] [Not applicable]

4. <u>Fixed Rate Notes Only Interest Rate</u>: [Applicable/Not applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*

(ii) Fixed Interest Rate:	[●]
(iii) Interest Payment Period:	[Annual] [Semi-Annual] [Quarterly] [Monthly]
(iv) Fixed Interest Payment Dates:	Each [●], commencing [●]
(v) Day Count Fraction:	[30/360] *[in the case of Notes denominated in U.S. Dollars]*

		[Actual/Actual (ICMA)] *[in the case of Notes denominated in a currency other than U.S. Dollars]*
	(vi) Regular Record Dates (if any):	[The 15th calendar day prior to each Interest Payment Date] [The business day prior to each Interest Payment Date]
	(vii) Determination Dates:	[Each [●]] [Not applicable] [relevant only to Registered Notes]
	(viii) Interest Commencement Date:	[●] [Not applicable]
5.	**Floating Rate Notes Only Interest Rate:**	[Applicable/Not applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
	(i) Interest Calculation:	[Regular Floating Rate] [Floating Rate/Fixed Rate] [Inverse Floating Rate]
	(ii) Interest Rate Basis:	[CD Rate] [Commercial Paper Rate] [Eleventh District Cost of Funds Rate] [Federal Funds Rate] [LIBOR] [EURIBOR] [SOFR] [Treasury Rate] [Prime Rate]
	(iii) Benchmark Administrator	[●]
	(iv) Spread (Plus or Minus):	[plus/minus [●]%]
	(v) Spread Multiplier:	[●]
	(vi) Index Maturity:	[●] Months
	(vii) Designated LIBOR Currency:	[●]
	(viii) Maximum Interest Rate:	[●]
	(ix) Minimum Interest Rate:	[●]
	(x) Interest Payment Period:	[Daily/Monthly/Quarterly/Semi-annually]
	(xi) Interest Payment Date:	Each [list interest payment dates]
	(xii) Initial Interest Rate Per Annum:	To be determined [●] Business Days prior to the Original Issue Date based upon [interest rate basis plus/minus the spread amount]
	(xiii) Interest Reset Periods and Dates:	[Daily/monthly/quarterly/semi-annually] on each Interest Payment Date
	(xiv) Interest Determination Date:	[●] Business Days prior to each Interest Reset Date
	(xv) Regular Record Dates (if any):	[The 15th calendar day prior to each Interest Payment Date] [The business day prior to each Interest Payment Date] [relevant only to Registered Notes] [Not applicable]
	(xvi) Day Count Fraction:	[Actual/Actual] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]

(xvii) Calculation Agent: [Fiscal Agent] [Other][if Other, insert name]

(xviii) Calculation Method: [Not Applicable] [SOFR Compound with Lookback]/[SOFR Compound with Payment Delay] (*Include where the Reference Rate is SOFR*)

(xix) Interest Payment Delay: [Not Applicable] [[specify] U.S. Government Securities Business Day(s)] (*Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound with Payment Delay*)

(xx) Interest Payment Period End Dates: [Not Applicable] [specify] (*Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound with Payment Delay*)

(xxi) SOFR Cut-Off Date: [Not Applicable] [As per the Base Prospectus]/[[specify] U.S. Government Securities Business Days] (*Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound with Payment Delay*)

(xxii) SOFR Replacement Alternatives Priority: [Not Applicable] [As per the Base Prospectus]/[specify order of priority of SOFR Replacement Alternatives listed in item (ii) of the definition of "SOFR Replacement" contained in the Base Prospectus] (*Include where the Reference Rate is SOFR*)

(xxiii) Lookback Period ("p"): [Not Applicable] [[specify] U.S. Government Securities Business Days]/[As per the Base Prospectus]] (*Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound with Lookback)*)

6. <u>Repayment and Redemption:</u>

(i) Issuer Optional Redemption Date: [Applicable/Not Applicable][if applicable, provide date]

(ii) Noteholder Optional Redemption Date: [Applicable/Not Applicable][if applicable, provide date]

(iii) Optional Redemption Price: [Applicable/Not applicable] [if applicable, specify agent calculating the Make Whole Amount] [if applicable, specify spread]

(iv) Tax Redemption: [Applicable. The Notes are redeemable at the Issuer's option in whole (but not in part), upon giving not less than 30 nor more than 60 days' notice to the holders of the Notes, at the principal amount outstanding plus Additional Amounts, if any, together with accrued and unpaid interest to the date fixed for redemption if the Issuer has or will become obligated to pay Additional Amounts with respect to the Notes in excess of the 4.0% withholding tax currently payable on payments of interest on such Notes as a result of any change in or amendment to the laws or regulations in Chile, and such obligation cannot be avoided by the Issuer taking reasonable measures available to the Issuer, as set forth in the Base Prospectus under "Description of the Notes— Redemption Prior to Maturity Solely for Taxation Reasons."][Not applicable.]

(v) Calculation Agent: [Applicable/Not Applicable] [Fiscal Agent] [Other]

7. Extendible Notes:

(i) Initial Maturity Date:	[●]
(ii) Election Date:	[●]
(iii) Final Maturity Date:	[●]

8. Form of Notes:

(i) Temporary global Note to permanent global Note	[Applicable/Not applicable][Bearer/Registered]
(ii) Permanent global Note	[Applicable/Not applicable][Bearer/Registered]
(iii) Bearer Note	[Applicable/Not applicable]
(iv) Registered Notes	[Applicable/Not applicable]
(v) New global Note	[Applicable/Not applicable][Bearer]
(vi) Exchange of temporary global Notes into definitive Bearer Notes:	[Not applicable][Specify Exchange Date]
(vii) Exchange of permanent global Notes into definitive Bearer Notes:	[Not applicable] [Specify Exchange Date]
(viii) Exchange of definitive Bearer Notes into Registered Notes:	[Not applicable] [Specify Exchange Date]
(ix) Exchange of Registered Notes into Registered Notes in other authorized denominations:	[Not applicable] [Specify Exchange Date]

9. U.S. Selling Restrictions:	[Rule 144A restrictions on transfers and Regulation S Compliance Category 2]; [TEFRA C/TEFRA D/TEFRA not applicable]
10. Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable]
11. Prohibition of Sales to UK Retail Investors	[Applicable/Not Applicable]
12. Prospectus Regulation:	[Exempt/Non-exempt Offer]
13. Distribution:	[Rule 144A/Regulation S]
14. Denominations:	The Notes will be available in denominations of [●] and integral multiples of [●] in excess thereof.
15. Managers:	[●]: [●](*List all Managers (legal names)* (*List amount*)
(i) The Notes are being purchased[, on a several and not joint basis,] by the following financial institutions (each a "Manager" and collectively, the "Managers") in the respective amounts set forth next to the name of each Manager pursuant to a Terms Agreement between Issuer and the Managers dated [●], executed	Total: [●]

under the Dealer Agreement. To the extent that any of the Managers are not named as Dealers in the Dealer Agreement, Banco Santander-Chile has appointed them as Dealers thereunder for this transaction pursuant to the relevant Terms Agreement.

(ii)	Stabilizing manager(s)	[●][Not applicable]

Part B Other Information

1. Admissions to Listing and Trading:

[(i) Application [has been][is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List and trading on the regulated market of Euronext Dublin with effect from [•] [the Issue Date].]

[(ii) Application [has been][is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the [regulated market of the Luxembourg Stock Exchange]/[[regulated market] [Freiverkehr] of the Frankfurt Stock Exchange]/[regulated market of the SIX Swiss Exchange] with effect from [•] [the Issue Date].]

[Estimated total expenses related to the admission to trading [•]]

[Not Applicable]

2. Ratings:

The Notes to be issued [have been][are expected to be] rated:

(i)	Moody's:	[●][Not applicable]
(ii)	Standard & Poor's:	[●][Not applicable]
(iii)	Fitch:	[●][Not applicable]
(iv)	[Other]:	[●][*Insert the full legal name of credit rating agency*] [[*Insert the full legal name of credit rating agency*] is [not] incorporated in the European Union [or][and] registered under Regulation (EC) No 1060/2009, as amended by Regulation (EC) No 513/2011.]

3. Interests of Natural and Legal Persons Involved in the Issue:

[●]/[So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The Dealers and their affiliates have engaged, and/or may in the future engage, in investment banking and/or commercial banking transactions with, and/or may perform other services for, the Issuer and its affiliates in the ordinary course of business.]

4. Use of Proceeds, Estimated Net Proceeds and Total Expenses:

(i)	Use of proceeds:	[General corporate purposes][●]
(ii)	Estimated net proceeds to Banco Santander-Chile (in Specified Currency):	[●]

(iii)	Estimated total expenses:	[●]

5. Fixed Rate Notes only Yield:

(i)	Indication of yield as of the Original Issue Date:	[●][Not applicable]

6. Operational Information:

(i)	ISIN:	[●]
(ii)	Common Code:	[●]
(iii)	Book-entry Clearing Systems:	[Euroclear Bank S.A./N.V.][Clearstream Banking, S.A.][The Depository Trust Company]
(iv)	Names and addresses of additional Paying Agent(s) (if any):	[Not applicable] [●]

7. Intended to be held in a manner which would allow Eurosystem eligibility:

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][include this text for registered notes] . Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

TAXATION

Chilean Taxation

The following is a general overview of the principal consequences under Chilean tax law with respect to an investment in the Notes made by a Foreign Holder (as defined below). It is based on the tax laws of Chile as in effect on the date of this Base Prospectus, as well as regulations, rulings and decisions of Chile available on or before such date and now in effect. All of the foregoing are subject to change. Under Chilean law, provisions contained in statutes such as tax rates applicable to foreign investors, the computation of taxable income for Chilean purposes and the manner in which Chilean taxes are imposed and collected may be amended only by another law. In addition, the Chilean tax authorities enact rulings and regulations of either general or specific application and interpret the provisions of Chilean tax law. Chilean tax law may not be assessed retroactively against taxpayers who act in good faith relying on such rulings, regulations or interpretations, but Chilean tax authorities may change their rulings, regulations or interpretations prospectively. For purposes of this overview, the term "Foreign Holder" means either (1) in the case of an individual, a person who is not resident or domiciled in Chile (for purposes of Chilean taxation, (a) an individual holder is resident in Chile if he or she has remained in Chile , whether continuously or not, for a period or periods greater than 183 days, within any 12-month period. and (b) an individual is domiciled in Chile if he or she resides in Chile with the actual or presumptive intent of staying in Chile (such intention to be evidenced by circumstances such as the acceptance of employment in Chile or the relocation of one's family to Chile)); or (2) in the case of a legal entity, a legal entity that is not organized under the laws of Chile, unless the Notes are assigned to a branch or a permanent establishment of such entity in Chile.

Under the *Ley de Impuesto a la Renta* (the "**Income Tax Law**"), payments of interest or premium, if any, made to a Foreign Holder in respect of the Notes will generally be subject to a Chilean withholding tax currently at the rate of 4%. Under existing Chilean law and regulations, a Foreign Holder will not be subject to any Chilean taxes in respect of payments of principal made by the Issuer with respect to the Notes. The Issuer has agreed, subject to specific exceptions and limitations, to pay to the holders of the Notes Additional Amounts in respect of the Taxes mentioned above in order that the interest the Foreign Holder receives, net of such Taxes, equals the amount which would have been received by such Foreign Holder in the absence of such Taxes. If the Issuer pays Additional Amounts in respect of such Chilean withholding taxes, any refunds of such Additional Amounts will be for the account of the Issuer. See "Description of the Notes—Payment of Additional Amounts."

The Income Tax Law provides that a Foreign Holder is subject to income tax on his Chilean source income. For this purpose, Chilean source income means earnings from activities performed in Chile or from the sale, disposition or other transactions in connection with assets or goods located in Chile. As of this date, capital gain earned by a Foreign Holder on the sale or other disposition of a note issued abroad by a Chilean company will be considered foreign source income. Therefore, any capital gains realized on the sale or other disposition by a Foreign Holder of the Notes generally will not be subject to any Chilean taxes.

A Foreign Holder will not be liable for estate, gift, inheritance or similar taxes with respect to its holdings unless Notes held by a Foreign Holder are either located in Chile at the time of such Foreign Holder's death, or, if the Notes are not located in Chile at the time of a Foreign Holder's death, if such Notes were purchased or acquired with cash obtained from Chilean sources. A Foreign Holder will not be liable for Chilean stamp, registration or similar taxes.

The issuance of the Notes is subject to a maximum 0.8% stamp tax which will be payable by the Issuer. If the stamp tax is not paid when due, Chile's Stamp Tax Law imposes a penalty of three times the amount of the tax plus inflation adjustments and interest. Until such tax (and any penalty) is paid, Chilean courts will not enforce any action brought with respect to the Notes. The Issuer has agreed, subject to specific exceptions and limitations, to pay to the holders of the Notes, any present or future stamp, court or documentary taxes, charges or levies that arise in the Republic of Chile from the execution, delivery, enforcement or registration of the Notes or any other document or instrument in relation thereto and the Issuer has agreed to indemnify holders of Notes for any such taxes, charges or similar levies paid by holders. Due to COVID-19, the Chilean government announced the reduction of stamp tax rate to 0% for loan operations entered between April 1 and September 30 of year 2020. This measure is a reduction of the tax rate, thus, technically, these operations are still taxable but subject to a $0 tax. Consequently, all formal obligations shall be fulfilled, including filling tax returns. See "Description of the Notes—Payment of Additional Amounts."

United States Federal Income Taxation

The following is a discussion of certain U.S. federal income tax consequences of the ownership and disposition of Registered Notes. This disclosure does not address Bearer Notes, which generally may not be offered or sold in the United States or to U.S. Holders (as defined below). This discussion applies only to Notes that are:

- purchased by those initial holders who purchase the Notes at their "issue price," which generally will equal the first price to the public (not including bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at which a substantial amount of the Notes is sold for money;
- held as capital assets (generally, property held for investment purposes); and
- beneficially owned by U.S. Holders.

This discussion does not describe all of the tax consequences, including Medicare Contribution Tax consequences, that may be relevant to a holder in light of its particular circumstances or to holders subject to special rules, such as:

- financial institutions;
- regulated investment companies;
- insurance companies;
- real estate investment trusts;
- dealers in securities;
- traders in securities that elect to use a mark-to-market method of tax accounting;
- persons holding Notes as part of a hedging transaction, straddle or other integrated transaction;
- persons whose functional currency is not the U.S. dollar;
- partnerships or other entities or arrangements classified as partnerships for U.S. federal income tax purposes;
- persons required for U.S. federal income tax purposes to conform the timing of income accruals with respect to the Notes to its financial statements under Section 451(b) of the Code (as defined below); or
- persons that own, or are deemed to own, ten percent or more of any class of the Issuer's stock.

If a partnership (or other entity or arrangement classified as a partnership for U.S. federal income tax purposes) holds Notes, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Thus, partnerships holding Notes and partners therein should consult their tax advisers.

This discussion is based on the Internal Revenue Code of 1986, as amended (the "**Code**"), administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, changes to any of which subsequent to the date of this Base Prospectus may affect the tax consequences described herein, possibly with retroactive effect. It also does not address the consequences of the Medicare contribution tax, alternative minimum tax, or any U.S. Federal non-income tax (such as estate and gift tax). Persons considering the purchase of Notes are urged to consult their tax advisers with regard to the application of the U.S. federal income tax laws to their particular situations, as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction.

This discussion applies only to Notes that are classified as indebtedness for U.S. federal income tax purposes. This discussion does not apply to every type of Registered Note that may be issued under the Program, including certain Floating Rate Notes and Extendible Notes. In particular, this discussion does not address the tax consequences of any Notes that are treated under applicable Treasury regulations as providing for contingent payments and subject to special rules thereunder. Additional material U.S. federal income tax consequences of any such Notes will be addressed in an applicable supplement to this Base Prospectus.

As used herein, the term "**U.S. Holder**" means, for U.S. federal income tax purposes, a beneficial owner of a Note that is:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state thereof or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

Payments of Interest. Interest paid on a Note will be taxable to a U.S. Holder as ordinary interest income at the time it accrues or is received in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes, provided that the interest is qualified stated interest (as defined below). Any amounts withheld with respect to interest paid on the Notes and any Additional Amounts paid with respect to interest will be treated as ordinary interest income. Interest income earned by a U.S. Holder with respect to a Note will constitute foreign-source income for U.S. federal income tax purposes, which may be relevant in calculating the U.S. Holder's foreign tax credit limitation. The rules governing foreign tax credits are complex and, therefore, U.S. Holders should consult their own tax advisers regarding the availability of foreign tax credits in their particular circumstances. Instead of claiming a credit, a U.S. Holder may, at its election, deduct withheld taxes in computing its taxable income. An election to deduct foreign taxes instead of claiming foreign tax credits must apply to all applicable foreign taxes paid or accrued in the taxable year.

Special rules governing the treatment of interest paid with respect to OID Notes, including certain Variable Rate Notes and Foreign Currency Notes are described under "–Original Issue Discount" and "–Foreign Currency Notes" below.

Original Issue Discount. A Note that is issued at an issue price less than its "stated redemption price at maturity" will be considered to have been issued with original issue discount for U.S. federal income tax purposes (and will be referred to in this section as an "**OID Note**") unless the Note satisfies a *de minimis* threshold (as described below). The "stated redemption price at maturity" of a Note will equal the sum of all payments required under the Note other than payments of "qualified stated interest." "**Qualified stated interest**" is stated interest unconditionally payable as a series of payments in cash or property (other than in debt instruments of the Issuer) at least annually during the entire term of the Note and equal to the outstanding principal balance of the Note multiplied by a single fixed rate of interest or, subject to certain conditions, based on one or more floating rates or indices.

All stated interest on a Variable Rate Note (as defined below) will constitute qualified stated interest if the Note provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof that is unconditionally payable in cash or property (other than debt instruments of the Issuer) at least annually. Therefore, such a Variable Rate Note will not be treated as having been issued with original issue discount unless it is issued at a "true" discount (*i.e.*, at a price below the Note's stated principal amount that equals or exceeds a specified *de minimis* amount). In general, a "**Variable Rate Note**" is a Note that provides for one or more qualified floating rates of interest, a single fixed rate and one or more qualified floating rates, a single objective rate, or a single fixed rate and a single objective rate that is a qualified inverse floating rate (as such terms are defined in applicable Treasury regulations), provided that the issue price of the Note does not exceed the total noncontingent principal payments due under the Note by more than an amount equal to the lesser of (x) 0.015 multiplied by the product of the total noncontingent principal payments and the number of complete years to maturity from the issue date and (y) 15% of the total noncontingent principal payments.

A "**qualified floating rate**" is any variable rate where variations in the value of such rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which

the Variable Rate Note is denominated. An interest rate that is based on the product of a qualified floating rate, or that subjects a qualified floating rate to a cap, floor, governor or similar restriction, may also be treated as a qualified floating rate if certain conditions are satisfied. An "objective rate" is generally a rate that is determined using a single fixed formula and that is based on objective financial or economic information. If a Variable Rate Note provides for two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the Note, the qualified floating rates together constitute a single qualified floating rate. Two or more qualified floating rates will be conclusively presumed to meet the requirements of the preceding sentence if the values of the applicable rates on the issue date are within 1/4 of one percent of each other. If interest on a debt instrument is stated at a fixed rate for an initial period of one year or less followed by a variable rate that is either a qualified floating rate or an objective rate for a subsequent period, and the value of the variable rate on the issue date is intended to approximate the fixed rate, the fixed rate and the variable rate together constitute a single qualified floating rate or objective rate. If, after application of these rules, a Variable Rate Note is treated as having been issued with interest other than qualified stated interest or as issued at a "true" discount, the U.S. federal income tax treatment of such Note will be more fully described in the applicable supplement to the base prospectus.

If the difference between a Note's stated redemption price at maturity and its issue price is less than a *de minimis* amount, *i.e.*, 1/4 of one percent of the stated redemption price at maturity multiplied by the number of complete years to maturity (or weighted average maturity if any amount included in the stated redemption price at maturity is payable before maturity), then the Note will not be considered to have original issue discount.

Subject to the rules applicable to Short-Term Notes discussed below, a U.S. Holder of an OID Note will be required to include any qualified stated interest payments in income in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes and will be required to include original issue discount in income for U.S. federal income tax purposes as it accrues, in accordance with a constant-yield method based on a compounding of interest. Under this method, U.S. Holders of OID Notes generally will be required to include in income increasingly greater amounts of original issue discount in successive accrual periods.

A U.S. Holder may make an election to include in gross income all interest that accrues on any Note (including stated interest and original issue discount or *de minimis* original issue discount, as adjusted by any amortizable bond premium) in accordance with a constant-yield method based on the compounding of interest (a "**constant-yield election**").

A Note that matures one year or less from its date of issuance (a "**Short-Term Note**") will be treated as being issued at a discount, and none of the interest paid on the Note will be treated as qualified stated interest. In general, a cash-method U.S. Holder of a Short-Term Note is not required to accrue the discount for U.S. federal income tax purposes unless it elects to do so. Holders who so elect and certain other U.S. Holders, including those who report income on the accrual method of accounting for U.S. federal income tax purposes, are required to include the discount in income as it accrues on a straight-line basis, unless another election is made to accrue the discount according to a constant-yield method based on daily compounding. A U.S. Holder who is not required and who does not elect to include the discount in income currently will treat any gain realized on the sale, exchange, retirement or other taxable disposition of the Short-Term Note as ordinary income to the extent of the discount accrued on a straight-line basis (or, if elected, according to a constant-yield method based on daily compounding) through the date of sale, exchange, retirement or other taxable disposition and will be required to defer deductions for any interest paid on indebtedness incurred to purchase or carry Short-Term Notes, in an amount not exceeding the accrued discount, until the accrued discount is included in income.

Under applicable Treasury regulations, if the Issuer or the U.S. Holders have an unconditional option to redeem a Note prior to its Maturity Date, this option will be presumed to be exercised if, by utilizing any date on which the Note may be redeemed as the maturity date and taking into account the amount payable on that date in accordance with the terms of the Note, (1) in the case of the Issuer's option, the yield on the Note would be lower than its yield to the Maturity Date or (2) in the case of the U.S. Holders' option, the yield on the Note would be higher than its yield to the Maturity Date. If this option is not in fact exercised, the Note would be treated, solely for purposes of calculating original issue discount, as if it were redeemed, and a new note were issued, on the presumed exercise date for an amount equal to the Note's adjusted issue price on that date.

Amortizable Bond Premium. If a U.S. Holder purchases a Note for an amount that is greater than the sum of all amounts payable on the Note other than qualified stated interest, the U.S. Holder will be considered to have purchased the Note with amortizable bond premium in an amount equal to such excess. In general, a U.S. Holder may elect to amortize this premium, using a constant-yield method, over the remaining term of the Note. Special rules may apply in the case of Notes that are subject to optional redemption. A U.S. Holder generally may use the amortizable bond premium allocable to an accrual period to offset qualified stated interest required to be included in the U.S. Holder's income with respect to the Note in that accrual period. A U.S. Holder who elects to amortize bond premium must reduce its tax basis in the Note by the amount of the premium allowable as an offset in any year. An election to amortize bond premium applies to all taxable debt obligations then owned and thereafter acquired by the U.S. Holder and may be revoked only with the consent of the Internal Revenue Service (the "**IRS**").

If a U.S. Holder makes a constant-yield election (as described under "—Original Issue Discount" above) for a Note with amortizable bond premium, that election will result in a deemed election to amortize bond premium for all of the U.S. Holder's debt instruments with amortizable bond premium, and may be revoked only with the permission of the IRS, and only with respect to debt instruments acquired after revocation.

Sale, Exchange, Retirement or Other Taxable Disposition of the Notes. Upon the sale, exchange, retirement or other taxable disposition of a Note, a U.S. Holder will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange, retirement or other taxable disposition and the U.S. Holder's adjusted tax basis in the Note. Gain or loss, if any, generally will be U.S.-source for purposes of computing a U.S. Holder's foreign tax credit limitation. For these purposes, the amount realized does not include any amount attributable to accrued qualified stated interest. Amounts attributable to accrued qualified stated interest are treated as interest as described under "—Payments of Interest" above. A U.S. Holder's adjusted tax basis in a Note generally will equal its initial investment in the Note increased by any original issue discount included in income and decreased by any bond premium previously amortized and any payments, other than qualified stated interest, previously received.

Except as described below, gain or loss realized on the sale, exchange, retirement or other taxable disposition of a Note will be capital gain or loss, which will be long-term capital gain or loss if at the time of sale, exchange, retirement or other taxable disposition, the Note has been held for more than one year. Long-term capital gain of a non-corporate U.S. Holder generally is taxed at preferential rates. The deductibility of capital losses is subject to limitations. An exception to this general rule applies in the case of a Short Term Note to the extent of any accrued discount not previously included in the U.S. Holder's taxable income. See "Original Issue Discount" above. In addition, another exception to this general rule applies in the case of certain Foreign Currency Notes. See "—Foreign Currency Notes" below.

Foreign Currency Notes. The rules applicable to Notes issued in a currency other than U.S. dollars ("**Foreign Currency Notes**") could require some or all of the gain or loss on the sale, exchange or other taxable disposition of a Foreign Currency Note to be recharacterized as ordinary income or loss. The rules applicable to Foreign Currency Notes are complex, and their application may depend on the U.S. Holder's particular U.S. federal income tax situation. For example, various elections are available under these rules, and whether a U.S. Holder should make any of these elections may depend on the U.S. Holder's particular U.S. federal income tax situation. U.S. Holders are urged to consult their tax advisers regarding the U.S. federal income tax consequences of the ownership and disposition of Foreign Currency Notes.

A U.S. Holder who uses the cash method of accounting and who receives a payment of qualified stated interest (or who receives proceeds from a sale, exchange or other disposition attributable to accrued qualified stated interest) in a foreign currency with respect to a Foreign Currency Note will be required to include in income the U.S. dollar value of the foreign currency payment (determined based on a spot rate on the date the payment is received) regardless of whether the payment is in fact converted into U.S. dollars at that time, and this U.S. dollar value will be the U.S. Holder's tax basis in the foreign currency received.

An accrual-method U.S. Holder will be required to include in income the U.S. dollar value of the amount of interest income (including original issue discount, but reduced by amortizable bond premium to the extent applicable) that has accrued and is otherwise required to be taken into account with respect to a Foreign Currency Note during an accrual period. The U.S. dollar value of the accrued income will be determined by translating the income at the average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the taxable year. The U.S. Holder may recognize ordinary income or loss (which will not be treated as interest income or expense) with respect to accrued interest income on the date the interest payment or proceeds from the sale, exchange or

other taxable disposition attributable to accrued interest is actually received. The amount of ordinary income or loss recognized will equal the difference between the U.S. dollar value of the foreign currency payment received (determined based on a spot rate on the date the payment is received) in respect of the accrual period and the U.S. dollar value of interest income that has accrued during the accrual period (as determined above). Rules similar to these rules apply in the case of cash-method U.S. Holders who are required to currently accrue original issue discount on a Foreign Currency Note. An accrual-method U.S. Holder (including a cash-method U.S. Holder with respect to original issue discount) may elect to translate interest income (including original issue discount) into U.S. dollars at the spot rate on the last day of the interest accrual period (or, in the case of a partial accrual period, the spot rate on the last day of the taxable year) or, if the date of receipt is within five business days of the last day of the interest accrual period, the spot rate on the date of receipt. A U.S. Holder that makes this election must apply it consistently to all debt instruments from year to year, and may not change the election without the consent of the IRS.

Original issue discount and amortizable bond premium on a Foreign Currency Note are determined in the relevant foreign currency. If an election to amortize bond premium is made, amortizable bond premium taken into account on a current basis will reduce interest income in units of the relevant foreign currency. Gain or loss attributable to fluctuations in exchange rates is realized on amortized bond premium with respect to any period by treating the bond premium amortized in the period in the same manner as it would have been treated on the sale, exchange, retirement or other taxable disposition of the Foreign Currency Note. Any such exchange gain or loss will be ordinary income or loss as described below. If the election is not made, any bond premium will be taken into account in determining the overall gain or loss on the Notes.

As discussed above under "—Sale, Exchange, Retirement or Other Taxable Disposition of a Note," a U.S. Holder generally will recognize gain or loss on the sale, exchange, retirement or other taxable disposition of a Note equal to the difference between the amount realized on the sale, retirement or other taxable disposition and the U.S. Holder's adjusted tax basis in the Note. A U.S. Holder's initial tax basis in a Foreign Currency Note generally will be determined by reference to the U.S. dollar cost of the Note. The U.S. dollar cost of a Foreign Currency Note generally will be the U.S. dollar value of the purchase price based on the spot rate in effect on the date of purchase (or if the Note is traded on an established securities market and the U.S. Holder is a cash-method U.S. Holder or an electing accrual-method U.S. Holder, on the settlement date). If this election is made by an accrual-method U.S. Holder it must be applied consistently from year to year and cannot be revoked without the consent of the IRS. The amount of any subsequent adjustment to the U.S. Holder's tax basis (including adjustments for original issue discount included as income and any bond premium previously amortized or principal payments received) will be the U.S. dollar value of the foreign currency amount paid for the Foreign Currency Note, and of the foreign currency amount of the adjustment, determined on the date of the adjustment.

The amount realized on a sale, exchange, retirement or other taxable disposition for an amount in foreign currency will be the U.S. dollar value of the amount of foreign currency received based on the spot rate in effect on the date of sale, exchange, retirement or other taxable disposition (or, in the case of a Foreign Currency Note traded on an established securities market, as defined in the applicable Treasury regulations, sold by a cash-method U.S. Holder, or an accrual-method U.S. Holder that so elects, on the settlement date). Such an election by an accrual-method U.S. Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS.

Gain or loss on the sale, exchange, retirement or other taxable disposition of a Foreign Currency Note that is attributable to fluctuations in currency exchange rates will be ordinary income or loss which will not be treated as interest income or expense. Gain or loss attributable to fluctuations in exchange rates generally will equal the difference between (i) the U.S. dollar value of the U.S. Holder's purchase price for the Foreign Currency Note (or if less, the principal amount of the Foreign Currency Note), determined on the date the payment is received or the Note is disposed of (or if the Note is traded on an established securities market, and the U.S. Holder is a cash-method U.S. Holder or an electing accrual-method U.S. Holder, on the settlement date); and (ii) the U.S. dollar value of the U.S. Holder's purchase price for the Foreign Currency Note (or if less, the principal amount of the Foreign Currency Note), determined on the date the U.S. Holder acquired the Note (or if the Note is traded on an established securities market and the U.S. Holder is a cash-method U.S. Holder or an electing accrual-method U.S. Holder, on the settlement date). Payments received attributable to accrued qualified stated interest will be treated in accordance with the rules applicable to payments of interest on Foreign Currency Notes described above. The foreign currency gain or loss (including any foreign currency gain or loss with respect to accrued but unpaid interest on a disposition) will be recognized only to the extent of the total gain or loss realized by a U.S. Holder on the sale, exchange, retirement or other taxable disposition of the Foreign Currency Note. The foreign currency gain or loss for U.S. Holders will be U.S.-source. Any gain

or loss in excess of the foreign currency gain or loss will be capital gain or loss (except in the case of a Short-Term Note, to the extent of any discount not previously included in income).

A U.S. Holder will have a tax basis in any foreign currency received on the sale, exchange, retirement or other taxable disposition of a Foreign Currency Note equal to the U.S. dollar value of the foreign currency, determined at the time of sale, exchange, retirement or other taxable disposition. As noted above, if the Foreign Currency Notes are traded on an established securities market, a cash-method U.S. Holder or an electing accrual-method U.S. Holder who buys or sells a Foreign Currency Note is required to translate units of foreign currency paid or received into U.S. dollars at the spot rate on the settlement date of the purchase or sale. Accordingly, no exchange gain or loss will result from currency fluctuations between the trade date and the settlement of the purchase or sale. Any gain or loss realized on a sale or other taxable disposition of foreign currency (including its exchange for U.S. dollars or its use to purchase Foreign Currency Notes) will be ordinary income or loss.

A U.S. Holder may be required to file a reportable transaction disclosure statement with its U.S. federal income tax return if it realizes a loss on the sale or other taxable disposition of a Foreign Currency Note that is greater than an applicable threshold amount, which depends on the status of the U.S. Holder. A U.S. Holder that claims a deduction with respect to a Foreign Currency Note should consult its tax adviser regarding the need to file a reportable transaction disclosure statement.

Backup Withholding and Information Reporting. Information returns may be filed with the IRS in connection with payments on the Notes and the proceeds from a sale or other taxable disposition of the Notes. A U.S. Holder may be subject to backup withholding on these payments if it fails to provide its taxpayer identification number and comply with certain certification procedures or otherwise establish an exemption. The amount of any backup withholding will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability, and may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

Certain U.S. Holders may be required to report information relating to an interest in the Issuer's Notes, subject to certain exceptions (including an exception for Notes held in accounts maintained by certain financial institutions). U.S. Holders should consult their tax advisers regarding their reporting obligations with respect to the Notes.

FATCA. Provisions of U.S. tax law commonly referred to as the Foreign Account Tax Compliance Act, or FATCA, impose a 30% withholding tax on certain payments made to a foreign financial institution (such as the Issuer) unless the financial institution is a "participating foreign financial institution," or a PFFI, or is otherwise exempt from FATCA. A PFFI is a foreign financial institution that has entered into an agreement with the U.S. Treasury Department, or an FFI agreement, pursuant to which it agrees to perform specified due diligence, reporting and withholding functions. Specifically, under its FFI agreement, a PFFI will be required to obtain and report to the IRS certain information with respect to financial accounts held by U.S. persons or U.S.-owned foreign entities and to withhold 30% from "foreign passthru payments" (which term is not yet defined) that it makes to "recalcitrant" accountholders or to foreign financial institutions that are not PFFIs or otherwise exempt from FATCA. No such withholding would apply to any payments made on debt obligations that are issued before (and not materially modified after) the date that is six months after the date on which final regulations defining the term "foreign passthru payments" are published. In addition, under recently proposed regulations (the preamble to which specifies that taxpayers are permitted to rely on them pending finalization), no such withholding would apply to any foreign passthru payments before the date that is two years after the date on which the final regulations defining the term "foreign passthru payment" are adopted. The United States and Chile have entered into an intergovernmental agreement to facilitate the implementation of FATCA pursuant to which Chilean financial institutions (such as the Issuer) will be directed by Chilean authorities to register with the IRS and fulfill obligations consistent with those required under an FFI agreement. The Issuer has registered with the IRS to become a PFFI. The United States has also entered into intergovernmental agreements with other jurisdictions. These intergovernmental agreements (including the intergovernmental agreement with Chile) do not address how the United States and the relevant jurisdictions (including Chile) will address "foreign passthru payments" or whether withholding on such payments will be required by financial institutions that are subject to a FATCA intergovernmental agreement.

CERTAIN BENEFIT PLAN INVESTOR CONSIDERATIONS

The United States Employee Retirement Income Security Act of 1974, as amended, or ERISA, imposes fiduciary standards and certain other requirements on employee benefit plans subject to Title I of ERISA including entities such as collective investment funds, partnerships and separate accounts whose underlying assets include the assets of such plans pursuant to U.S. Department of Labor "plan assets" regulations at 29 CFR Section 2510.3-101, as modified by Section 3(42) of ERISA (such plans and entities, collectively, "**ERISA Plans**"), and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of investment prudence and diversification and the requirement that an ERISA Plan's investments be made in accordance with the documents governing the ERISA Plan. The prudence of a particular investment will be determined by the responsible fiduciary of an ERISA Plan by taking into account the ERISA Plan's particular circumstances and all of the facts and circumstances of the investment including, but not limited to, the matters discussed in "Risk Factors" and the fact that in the future there may be no market in which the fiduciary will be able to sell or otherwise dispose of the Notes.

In addition, Section 406 of ERISA and Section 4975 of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**"), prohibit certain transactions involving the assets of an ERISA Plan (as well as those plans, accounts and other arrangements that are not subject to ERISA but are subject to Section 4975 of the Code (together with ERISA Plans, "**Plans**")) and certain persons (referred to as "parties in interest" under ERISA or "disqualified persons" under Section 4975 of the Code) having certain relationships to such Plans, unless a statutory or administrative exemption is applicable to the transaction. In particular, a sale or exchange of property or an extension of credit between a Plan and a "party in interest" or "disqualified person" may constitute a prohibited transaction. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the Plan that engaged in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code as well.

Because of its business, the Issuer, directly or through its affiliates, may be considered a party in interest or disqualified person with respect to many Plans. Prohibited transactions within the meaning of Section 406 of ERISA or Section 4975 of the Code may arise if Notes are acquired, held or disposed of by a Plan with respect to which the Issuer, any of the Arrangers, any of the Dealers or any of their respective affiliates is a party in interest or a disqualified person unless the Notes are acquired and held pursuant to and in accordance with an applicable exemption. Certain exemptions from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code may apply depending in part on the type of Plan fiduciary making the decision to acquire the Notes and the circumstances under which that decision is made. Included among these exemptions are Prohibited Transaction Class Exemption ("**PTCE**") 91-38 (relating to investments by bank collective investment funds), PTCE 84-14 (relating to transactions effected by a "qualified professional asset manager"), PTCE 90-1 (relating to investments by insurance company pooled separate accounts), PTCE 95-60 (relating to investments by insurance company general accounts) and PTCE 96-23 (relating to transactions determined by an in-house asset manager). In addition, ERISA Section 408(b)(17) and Section 4975(d)(20) of the Code provide a limited exemption for the purchase and sale of securities and related lending transactions, provided that neither the issuer of the securities nor any of its affiliates has or exercises any discretionary authority or control or renders any investment advice with respect to the assets of any Plan involved in the transaction, and provided further that the Plan pays no more than "adequate consideration" (within the meaning of ERISA Section 408(b)(17) and Section 4975(f)(10) of the Code) in connection with the transaction (the so-called "**service provider exemption**"). There can be no assurance, however, that any of these exemptions or any other exemption will be available with respect to any particular transaction involving the Notes.

Governmental plans, certain church plans and non-U.S. plans, while not subject to the fiduciary responsibility and prohibited transaction provisions of ERISA and Section 4975 of the Code, may nevertheless be subject to federal, state, local, non-U.S. or other laws or regulations that are similar to the foregoing provisions of ERISA or the Code ("Similar Laws"). Fiduciaries of any such plans should consult with their counsel regarding the application of any Similar Law to an investment in the Notes before purchasing the Notes.

Each purchaser or holder of the Notes will be deemed to have represented and warranted by its purchase or holding of the Notes that either: (i) no portion of the assets used by it to purchase and hold the Notes constitutes assets of (a) any Plan or (b) any non-U.S., governmental or church plan subject to any Similar Law and/or laws or regulations that provide that the assets of the Issuer could be deemed to include "plan assets" of such plan (each, an "Other Plan Investor"), or (ii) (a) the purchase, holding and subsequent disposition of

the Notes by such purchaser or holder will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or, in the case of an Other Plan Investor, will not constitute or result in a violation of any applicable Similar Law and will not subject the Issuer to any laws, rules, or regulations applicable to such Other Plan Investor solely as the result of the investment in the Notes by such Other Plan Investor and (b) none of the Issuer, the Dealers or any of their respective affiliates is providing investment advice, or giving advice in a fiduciary capacity, in connection with the purchase, holding or disposition of the Notes acquired in this offering.

Due to the complexity of these rules and the potential penalties for any non-exempt prohibited transactions or violations of Similar Laws, any persons considering purchasing the Notes on behalf of, or with the assets of, any Plan or Other Plan Investor should consult with their counsel regarding the relevant provisions of ERISA, the Code or any Similar Laws and the availability of exemptive relief under PTCE 91-38, 84-14, 90-1, 95-60, 96-23, the service provider exemption or some other basis on which the acquisition, holding and disposition of the Notes will not constitute or result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation of any applicable Similar Laws.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Each Plan or Other Plan Investor fiduciary should consult with its legal advisor concerning the potential consequences to the Plan or Other Plan Investor under ERISA, the Code or any applicable Similar Laws of an investment in the Notes.

The sale of the Notes to a Plan or Other Plan Investor is in no respect a representation by the Issuer, the Dealers or their respective affiliates that such an investment meets all relevant legal requirements with respect to investment by Plans or Other Plan Investors generally or any particular Plan or Other Plan Investor, or that such an investment is appropriate for Plans or Other Plan Investors generally or any particular Plan or Other Plan Investor. Neither this discussion nor anything in this Base Prospectus is or is intended to be investment advice directed at any potential purchaser that is a Plan or Other Plan Investor, or at such purchasers generally.

SPECIAL PROVISIONS RELATING TO FOREIGN CURRENCY NOTES

GENERAL

Unless otherwise specified in the applicable Final Terms, the following provisions shall apply to Foreign Currency Notes which are in addition to, and to the extent inconsistent therewith replace, the description of general terms and provisions of the Notes set forth elsewhere in this Base Prospectus.

PAYMENTS ON FOREIGN CURRENCY NOTES

Purchasers are required to pay for the Notes in the currency specified in the applicable Final Terms. In certain jurisdictions, there may be limited facilities for conversion of home currencies into foreign currencies, and vice versa. In addition, in certain jurisdictions, many banks may not offer foreign currency denominated checking or savings account facilities.

Payment of principal, premium, if any, and interest, if any, on each Note will be made in immediately available funds in the Specified Currency unless otherwise specified in the applicable Final Terms and except as provided under "Changing the Specified Currency of Foreign Currency Notes" below.

Unless otherwise specified in the applicable Final Terms, a holder of the equivalent of U.S.$1,000,000 or more aggregate principal amount of a definitive Registered Note denominated in a Specified Currency other than U.S. Dollars may elect subsequent to the issuance thereof that future payments be converted, or not be converted, as the case may be, at the Market Exchange Rate to U.S. Dollars by transmitting a written request for such payments to the relevant Paying Agent on or prior to the Regular Record Date or at least 16 days prior to maturity or earlier redemption or repayment, as the case may be. Such request shall include appropriate payment instructions and shall be in writing (mail or hand delivered) or by cable, telex or facsimile transmission. A holder may elect to receive all future payments of principal, premium, if any, and interest in either the Specified Currency or in U.S. Dollars, as specified in the written request, and need not file a separate election for each payment. Such election will remain in effect until revoked by a subsequent election made in the manner and at the times prescribed in this paragraph. Owners of beneficial interests in permanent global Notes or holders of definitive Bearer Notes should contact their broker or nominee to determine whether and how an election to receive payment in either U.S. Dollars or the Specified Currency may be made.

The **"Market Exchange Rate"** means, as of any time of determination which shall be two business days prior to payment date the Specified Currencies other than U.S. Dollars to U.S. dollar exchange rate as quoted by the Exchange Rate Agent for similar client driven orders.

All determinations made by the Exchange Rate Agent shall be at its sole discretion and, in the absence of manifest error, shall be conclusive for all purposes and binding on holders of the Notes and the Exchange Rate Agent shall have no liability therefor. Under no circumstances shall Banco Santander-Chile bear any responsibility for losses incurred by a holder due to fluctuations in the Market Exchange Rate.

Specific information about the Specified Currency in which a particular Foreign Currency Note is denominated will be set forth in the applicable Final Terms. Any information therein concerning exchange rates is furnished as a matter of information only and should not be regarded as indicative of the range of or trends in fluctuations in currency exchange rates that may occur in the future.

MINIMUM DENOMINATIONS, RESTRICTIONS ON MATURITIES, REPAYMENT AND REDEMPTION

General. Notes denominated in Specified Currencies other than U.S. Dollars shall have such minimum denominations and be subject to such restrictions on maturities, repayment and redemption as are set forth below or as are set forth in the applicable Final Terms in the event different restrictions on minimum denominations, maturities, repayment and redemption may be permitted or required from time to time by any relevant central bank or equivalent governmental body, however designated, or by such laws or regulations as are applicable to the Notes or the Specified Currency. Certain restrictions related to the distribution of Notes denominated in Specified Currencies other than U.S. Dollars are set forth under "Plan of Distribution" in this Base Prospectus. Any other restrictions applicable to Notes denominated in Specified Currencies other than U.S. Dollars will be set forth in the applicable Final Terms relating to such Notes.

Minimum Denominations. Unless permitted by then current laws, regulations and directives, Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are received by the Issuer in the United Kingdom and which have a maturity of less than one year will only be issued if (a) the redemption value of each such Note is at least £100,000 as determined at the time of issuance or an amount of equivalent value denominated wholly or partly in a currency other than Sterling, (b) no part of any Note may be transferred unless the redemption value of that part is at least £100,000, or such an equivalent amount, and (c) such Notes are issued to a limited class of professional investors, unless the relevant Note(s) can be issued and sold without contravention of Section 19 of the FSMA. See "Plan of Distribution."

Restrictions on Maturities, Repayment and Redemption. All Notes (irrespective of the Specified Currency in which they are denominated) will comply with applicable legal, regulatory and/or central bank requirements in respect of minimum required maturities and limitations on redemption by the Issuer or holder of such Note.

CHANGING THE SPECIFIED CURRENCY OF FOREIGN CURRENCY NOTES

Payments of principal, premium, if any, and interest, if any, on any Note denominated in a Specified Currency other than U.S. Dollars shall be made in U.S. Dollars if, on any payment date, such Specified Currency (a) is unavailable due to imposition of exchange controls or other circumstances beyond the Issuer's control or (b) is no longer used by the government of the country issuing such Specified Currency or for the settlement of transactions by public institutions in that country or within the international banking community. Such payments shall be made in U.S. Dollars on such payment date and on all subsequent payment dates until such Specified Currency is again available or so used as determined by such Issuer.

Amounts so payable on any such date in such Specified Currency shall be converted into U.S. Dollars at a rate determined by the Exchange Rate Agent (as defined below) on the basis of the most recently available Market Exchange Rate. The "**Exchange Rate Agent**" at the date of this Base Prospectus is Bank of America, National Association. Any payment required to be made on Foreign Currency Notes denominated in a Specified Currency that is instead made in U.S. Dollars under the circumstances described above will not constitute a default of any obligation of the Issuer under such Notes.

The provisions of the two preceding paragraphs shall not apply in the event of the introduction in the country issuing any Specified Currency of the Euro pursuant to the entry of such country into European Economic and Monetary Union. In such an event, payments of principal, premium, if any, and interest, if any, on any Note denominated in any such Specified Currency shall be effected in Euro at such time as is required by, and otherwise in conformity with, legally applicable measures adopted with reference to such country's entry into the European Economic and Monetary Union.

BOOK ENTRY CLEARANCE SYSTEMS

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear, CBL or CBF (together, the "**Clearing Systems**") currently in effect. The information in this section concerning the Clearing Systems has been accurately reproduced and far as the Issuer is aware and able to ascertain from information published by such third-party Clearing Systems, no facts have been omitted that would render the reproduced information inaccurate or misleading. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. Neither the Issuer nor any other party to the Fiscal Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

BOOK-ENTRY SYSTEMS

DTC

DTC has advised the Issuer that it is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to section 17A of the Exchange Act. DTC holds securities that its participants ("**Participants**") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations ("**Direct Participants**"). DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC System is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**").

Under the rules, regulations and procedures creating and affecting DTC and its operations (the "**Rules**"), DTC makes book-entry transfers of Registered Notes among Direct Participants on whose behalf it acts with respect to Notes accepted into DTC's book-entry settlement system ("**DTC Notes**") as described below and receives and transmits distributions of principal and interest on DTC Notes. The Rules are on file with the Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Notes ("**Owners**") have accounts with respect to the DTC Notes similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Notes through Direct Participants or Indirect Participants will not possess Registered Notes, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Notes.

Purchases of DTC Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Notes on DTC's records. The ownership interest of each actual purchaser of each DTC Note ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Notes, except in the event that use of the book-entry system for the DTC Notes is discontinued.

To facilitate subsequent transfers, all DTC Notes deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of DTC Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the DTC Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to DTC Notes. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Notes will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the due date for payment in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

Under certain circumstances, including if there is an Event of Default under the Notes, DTC will exchange the DTC Notes for definitive Registered Notes, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Rule 144A Global Note, will be legended as set forth under "*Transfer and Selling Restrictions*."

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Owner desiring to pledge DTC Notes to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Notes, will be required to withdraw its Registered Notes from DTC as described below.

Euroclear, CBL and CBF

Euroclear, CBL and CBF each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear, CBL and CBF provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear, CBL and CBF also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear, CBL and CBF have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear, CBL and CBF customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear, CBL and CBF is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

BOOK-ENTRY OWNERSHIP OF AND PAYMENTS IN RESPECT OF DTC NOTES

The Issuer may apply to DTC in order to have any Tranche of Notes represented by a Registered Global Note accepted in its book-entry settlement system. Upon the issue of any such Registered Global Note, DTC or its custodian will credit, on its internal book-entry system, the respective principal amounts of the individual beneficial interests represented by such Registered Global Note to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in such a Registered Global Note will be limited to Direct Participants or Indirect Participants, including, in the case of any Regulation S Global Note, the respective depositories of Euroclear and CBL. Ownership of beneficial interests in a Registered Global Note accepted by DTC will be shown on,

and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars of principal and interest in respect of a Registered Global Note accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Note. In the case of any payment in a currency other than U.S. dollars, payment will be made to the Exchange Agent on behalf of DTC or its nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Registered Global Note in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Participants' account.

The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Participants to beneficial owners of Notes will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the relevant Paying Agent, the relevant Registrar or the Issuer. Payment of principal, premium, if any, and interest, if any, on Notes to DTC is the responsibility of the Issuer.

TRANSFERS OF NOTES REPRESENTED BY REGISTERED GLOBAL NOTES

Transfers of any interests in Notes represented by a Registered Global Note within DTC, Euroclear and CBL will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of notes in definitive form. Consequently, the ability to transfer Notes represented by a Registered Global Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form. However, as discussed above, such exchanges will generally not be available. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by a Registered Global Note accepted by DTC to pledge such Notes to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Notes may depend upon the ability to exchange such Notes for Notes in definitive form. The ability of any holder of Notes represented by a Registered Global Note accepted by DTC to resell, pledge or otherwise transfer such Notes may be impaired if the proposed transferee of such Notes is not eligible to hold such Notes through a direct or indirect participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under "*Transfer and Selling Restrictions*," cross-market transfers between DTC, on the one hand, and directly or indirectly through CBL or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the relevant Registrar, the relevant Paying Agent and any custodian ("**Custodian**") with whom the relevant Registered Global Notes have been deposited.

On or after the Original Issue Date for any Series, transfers of Notes of such Series between accountholders in CBL and Euroclear and transfers of Notes of such Series between participants in DTC will generally have a settlement date two business days after the trade date (T+2). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in CBL or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and CBL and Euroclear, on the other, transfers of interests in the relevant Registered Global Notes will be effected through the relevant Registrar, the relevant Paying Agent and the Custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or CBL accountholders and DTC participants cannot be made on a delivery versus payment basis. The Notes will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, CBL and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of DTC, CBL and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and

such procedures may be discontinued or changed at any time. None of the Issuer, the Agents nor any Dealer will be responsible for any performance by DTC, CBL or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

TRANSFER AND SELLING RESTRICTIONS

The Dealers have, in the Fourth Amended and Restated Dealer Agreement, agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Description of the Notes*." In the Fourth Amended and Restated Dealer Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Program and the issue of Notes under the Program and to indemnify the Dealers certain liabilities incurred by them in connection therewith.

Transfer Restrictions

As a result of the following restrictions, purchasers of Notes in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Notes. Each purchaser of Registered Notes or person wishing to transfer an interest from one Registered Note to another or from global to definitive form or vice versa, will be required to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

(a) that either: (i) it is a QIB, purchasing (or holding) the Notes for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A or (ii) it is outside the United States and is not a U.S. person;

(b) that the Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes have not been and will not be registered under the Securities Act or any other applicable U.S. State securities laws and may not be offered, sold, pledged or otherwise transferred within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;

(c) that, unless it holds an interest in a Regulation S Global Note, the applicable distribution compliance period has elapsed and it is a person located outside the United States or is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Notes or any beneficial interests in the Notes, it will do so only (i) to the Issuer or any affiliate thereof, (ii) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A and which takes delivery in the form of an interest in the Rule 144A Global Note, (iii) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (iv) pursuant to another available exemption from registration under the Securities Act or (v) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. State securities laws;

(d) that it will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the resale restrictions referred to in paragraph (c) above, if then applicable;

(e) that Notes initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Notes, and that Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes;

(f) that the Notes, other than the Regulation S Global Notes, will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE NOTES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE NOTES EXCEPT IN ACCORDANCE WITH THE FISCAL AGENCY AGREEMENT AND OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING

OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144A UNDER THE SECURITIES ACT FOR RESALE OF THIS NOTE.

THIS NOTE AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE FISCAL AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH NOTES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED NOTES GENERALLY. THE HOLDER OF THIS NOTE SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS NOTE AND ANY NOTES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON)";

THIS LEGEND CAN ONLY BE REMOVED AT THE OPTION OF THE ISSUER.

(g) if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the Notes prior to the expiration of the 40-day distribution compliance period which commences upon completion of distribution of all the Notes of the Tranche of which the Notes being resold or otherwise transferred forms a part of the offering and the closing date with respect to the original issuance of the Notes), it will do so only (i) outside the United States in compliance with Rule 903 or 904 under the Securities Act and (ii) in accordance with all applicable U.S. State securities laws; and it acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE FISCAL AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF FORTY DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.";

(h) that either: (i) no portion of the assets used by it to purchase and hold the Notes constitutes assets of (a) any employee benefit plan subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (b) any plan, individual retirement account or other arrangement subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), (c) any entity whose underlying assets are considered to include "plan assets" (for purposes of ERISA) of any such employee benefit plan, plan, account or arrangement (each of the foregoing in clauses (a), (b) and (c), a "Plan") or (d) any non-U.S., governmental or church plan subject to any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code ("Similar Laws") and/or laws or regulations that provide that the assets of the Issuer could be deemed to include "plan assets" of such plan (each, an "Other Plan Investor"), or (ii) (a) the purchase, holding and subsequent disposition of the Notes by such purchaser will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or, in the case of an Other Plan Investor, will not constitute or result in a violation of any applicable Similar Law and will not subject the Issuer to any laws, rules, or regulations applicable to such Other Plan Investor solely as the result of the investment in the Notes by such Other Plan Investor and (b) none

of the Issuer, the Dealers or any of their respective affiliates is providing investment advice, or giving advice in a fiduciary capacity, in connection with the purchase, holding or disposition of the Notes acquired in this offering:

"EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER: (I) NO PORTION OF THE ASSETS USED BY IT TO PURCHASE AND HOLD the NOTES CONSTITUTES ASSETS OF (A) ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), (B) ANY PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), (C) ANY ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE "PLAN ASSETS" (FOR PURPOSES OF ERISA) OF ANY SUCH EMPLOYEE BENEFIT PLAN, PLAN, ACCOUNT OR ARRANGEMENT (EACH OF THE FOREGOING IN CLAUSES (A), (B) AND (C), A "PLAN") OR (D) ANY NON-U.S., GOVERNMENTAL OR CHURCH PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS") AND/OR LAWS OR REGULATIONS THAT PROVIDE THAT THE ASSETS OF THE ISSUER COULD BE DEEMED TO INCLUDE "PLAN ASSETS" OF SUCH PLAN (EACH, AN "OTHER PLAN INVESTOR"), OR (II) (A) THE PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF THE NOTES BY SUCH PURCHASER WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF AN OTHER PLAN INVESTOR, WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY APPLICABLE SIMILAR LAW AND WILL NOT SUBJECT THE ISSUER TO ANY LAWS, RULES, OR REGULATIONS APPLICABLE TO SUCH OTHER PLAN INVESTOR SOLELY AS THE RESULT OF THE INVESTMENT IN THE NOTES BY SUCH OTHER PLAN INVESTOR AND (B) NONE OF THE ISSUER, THE DEALERS OR ANY OF THEIR RESPECTIVE AFFILIATES IS PROVIDING INVESTMENT ADVICE, OR GIVING ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASE, HOLDING OR DISPOSITION OF THE NOTES ACQUIRED IN THIS OFFERING;

(i) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

No sale of Legended Notes in the United States to any one purchaser will be for less than U.S.$100,000 (or its foreign currency equivalent) principal amount and no Legended Note will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.$100,000 (or its foreign currency equivalent) of Registered Notes.

UNITED STATES

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

In connection with any Notes which are offered or sold outside the United States in reliance on the safe harbor from the registration requirements of the Securities Act provided under Regulation S ("**Regulation S Notes**"), each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that it will not offer, sell or deliver such Regulation S Notes (a) as part of their distribution at any time or (b) otherwise until forty days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Regulation S Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Program will be required to agree, that it will send to each dealer to which it sells any Regulation S Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons.

Until forty days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Dealers, directly or through their respective U.S. broker dealer affiliates, may arrange for the resale of Notes to QIBs pursuant to Rule 144A and each such purchaser of Notes is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Notes which may be purchased by a QIB pursuant to Rule 144A is U.S.$150,000 (or the approximate equivalent thereof in any other Specified Currency). To the extent that the Issuer is not subject to or does not comply with the reporting requirements of Section 13 or 15(d) of the Exchange Act or the information furnishing requirements of Rule 12g3-2(b) thereunder, the Issuer has agreed to furnish to holders of Notes and to prospective purchasers designated by such holders, upon request, such information as may be required by Rule 144A(d)(4) so long as the Notes are considered "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act.

Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by United States Treasury Regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

The applicable Final Terms will specify whether the TEFRA C Rules or the TEFRA D Rules are applicable to the Bearer Notes, or whether neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

In the case of Bearer Notes to which the TEFRA D Rules have been specified to apply, the Notes may not be delivered, offered, sold or resold, directly or indirectly, in connection with their original issuance or during the Restricted Period in the United States to or for the account of any United States person, other than to certain persons as provided under United States Treasury Regulations. An offer or sale will be considered to be made to a person within the United States if the offeror or seller has an address within the United States for the offeree or purchaser with respect to the offer or sale. In addition, each Dealer has represented and agreed (and each further Dealer appointed under the Program will be required to represent and agree) that:

(a) except to the extent permitted under the TEFRA D Rules, (i) it has not offered or sold, and during the Restricted Period will not offer or sell, Notes in bearer form to a person who is within the United States or to a United States person, and (ii) such Dealer has not delivered and will not deliver within the United States definitive Notes in bearer form that are sold during the Restricted Period;

(b) it has and throughout the Restricted Period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or to a United States person, except as permitted by the TEFRA D Rules;

(c) if such Dealer is a United States person, it represents that it is acquiring the Notes in bearer form for purposes of resale in connection with their original issuance and, if such Dealer retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of United States Treasury Regulation §1.163-5(c)(2)(i)(D)(6); and

(d) with respect to each affiliate (if any) that acquires from such Dealer Notes in bearer form for the purposes of offering or selling such Notes during the restricted period, such Dealer either (i) hereby represents and agrees on behalf of such affiliate (if any) to the effect set forth in sub-paragraphs (a), (b) and (c) of this paragraph or (ii) agrees that it will obtain from such affiliate (if any) for the benefit of the Issuer the representations and agreements contained in sub-paragraphs (a), (b) and (c) of this paragraph.

Where the TEFRA C Rules are specified in the applicable Final Terms as being applicable to any Tranche of Bearer Notes, such Notes must be issued and delivered outside the United States in connection with their original issuance. Accordingly, each Dealer has represented and agreed (and each additional Dealer appointed under the Program will be required to represent and agree) in respect of such Notes that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, any such Notes within the United States in connection with the original issuance. Further, each Dealer has represented and agreed (and

each further Dealer appointed under the Program will be required to represent and agree) in connection with the original issuance of such Notes in bearer form, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if such Dealer or such purchaser is within the United States or its possessions and will not otherwise involve the U.S. office of such Dealer in the offer and sale of Notes.

Each Dealer has agreed, and each further Dealer appointed under the Program will be required to agree, that it has not entered and will not enter into any contractual arrangements with respect to the distribution or delivery of Notes except with its affiliates (if any) or with the prior written consent of the Issuer.

Each Bearer Note having a maturity of more than 365 days (including unilateral rights to rollover or extend) and interest coupons pertaining to such Note, if any, will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code."

EUROPEAN ECONOMIC AREA

If the applicable Final Terms in respect of any Notes issued under this Base Prospectus specifies "Prohibition of Sales to Retail Investors" as "Applicable", each Dealer will be required to represent and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area (Iceland, Norway and Liechtenstein in addition to the member states of the European Union). For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation.

If the applicable Final Terms in respect of any Notes issued under this Base Prospectus specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer will be required to represent and agree in relation to each Member State of the European Economic Area (each, a "**Relevant State**") that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State: (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation; (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; (c) at any time if the denomination per Note being offered amounts to at least €100,000 (or equivalent); or (d) at any time in any other circumstances falling within Article (1)(4) of the Prospectus Regulation, provided that no such offer of Notes referred to in (a) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to the Notes of any tranche in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for such Notes and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 (as amended or superseded).

The above selling restriction is in addition to any other selling restrictions set out below.

UNITED KINGDOM

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that:

(a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer to sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or

disposing of investments (as principal or as agent) for the purposes of their business or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent), for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

If the applicable Final Terms for the Notes issued under this Base Prospectus specifies "Prohibition of Sales to UK Retail Investors" as "Applicable", each Dealer will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision: the expression retail investor means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

If the applicable Final Terms in respect of any Notes issued under this Base Prospectus specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer will be required to represent and agree, that it has not made and will not make any offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom: (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA; (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; (c) at any time if the denomination per Note being offered amounts to at least €100,000 (or equivalent) or (d) at any time in any other circumstances falling within section 86 of the FSMA, provided that no such offer of Notes referred to in (a) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

For the purposes of this provision the expression an offer includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

In connection with any offering of Notes hereunder, none of the Dealers that are regulated in the United Kingdom are acting for anyone other than the Issuer and will not be responsible to anyone other than the Issuer for providing the protections afforded to their clients nor for providing advice in relation to any such offering.

LUXEMBOURG

This Base Prospectus has not been approved by, and will not be submitted for approval to, the Luxembourg Financial Services Authority (*Commission de Surveillance du Secteur Financier*, or the "**CSSF**") or a competent authority of another EU Member State for notification to the CSSF, for purposes of a public offering or sale in the Grand Duchy of Luxembourg ("**Luxembourg**"). Accordingly, the Notes may not be offered or sold to the public in Luxembourg, directly or indirectly, and neither this Base Prospectus nor any other offering circular, prospectus, form of application, advertisement or other material may be distributed, or otherwise made available in, from or published in, Luxembourg, except in circumstances which do not constitute an offer of securities to the public requiring the publication of a prospectus in accordance with the Luxembourg Act of

10 July 2005 on prospectuses for securities, as amended, (the "**Prospectus Act**") and implementing the Directive 2003/71/EC of 4 November 2003, as amended. Consequently, this Base Prospectus and any other offering circular, prospectus, form of application, advertisement or other material may only be distributed to (i) Luxembourg qualified investors as defined in the Prospectus Act, (ii) no more than 149 prospective investors, which are not qualified investors and/or (iii) in any other circumstance contemplated by the Prospectus Act.

An "offer of notes to the public" in relation to any notes in Luxembourg means the communication in any form and by any means of sufficient information on the terms of the offering and the notes to be offered so as to enable an investor to decide to purchase or subscribe to the notes.

FRANCE

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that:

(a) offer to the public in France:

it has only made and will only make an offer of Notes to the public (*offre au public*) in France in the period (i) beginning (A) when a prospectus in relation to those Notes has been approved by the *Autorité des marchés financiers* ("**AMF**"), on the date of such publication or (B) when a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the EU Directive 2003/71/EC, on the date of notification of such approval to the AMF and (ii) ending at the latest on the date which is twelve months after the date of approval of such prospectus, all in accordance with Articles L.411-1, L. 411-2, L 411-2-1, L.412-1 and L.621-8 of the French Code *monétaire et financier*, the Prospectus Regulation and the *Règlement général* of the AMF; or

(b) private placement in France:

in connection with their initial distribution, it has not offered or sold, and will not offer or sell, directly or indirectly, Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes, pursuant to the exemption under Article 1(4)(a) of the Prospectus Regulation, and that such offers, sales and distributions have been and will be made in France only to (i) provider of investment services relating to portfolio management for the account of third parties, and/or (ii) qualified investors (*investisseurs qualifiés*), other than individuals, all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-2 to D.411-4 of the French Code *monétaire et financier*, article 2(e) of the Prospectus Regulation, the *Règlement général* of the AMF and other applicable regulations.

This Base Prospectus has not been submitted to the clearance procedure of the AMF.

ITALY

To the extent that the offering of the Notes has not been registered pursuant to Italian securities legislation and, therefore, no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

(a) to qualified investors (*investitori qualificati*) as defined in Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time ("**Regulation No. 11971**"); or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-ter of Regulation No. 11971.

Any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy under (a) or (b) above must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"); and

(ii) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and

(iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy or any other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under (a) and (b) above, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

THE NETHERLANDS

Each Dealer has represented and agreed, and each further Dealer will be required to represent and agree, that any Notes with a maturity of less than twelve months and a denomination of less than €50,000 will only be offered in the Netherlands to professional market parties as defined in the Financial Supervision Act and the decrees issued pursuant thereto.

JAPAN

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended; the "**Financial Instruments and Exchange Act**") and each Dealer has agreed and each further Dealer appointed under the Program will be required to agree that it has not offered or sold and it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Act (Law No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

HONG KONG

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (i) to persons whose ordinary business is to buy or sell shares or debentures (whether as principal or agent); or (ii) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "C(WUMP)O") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

SINGAPORE

Each Dealer will be required to acknowledge that this Base Prospectus has not been registered as a Prospectus with the Monetary Authority of Singapore (the "**MAS**"). Accordingly, each Dealer will be required to represent, warrant and agree that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**")) pursuant to Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is: (a) a corporation (which is not an accredited investor as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

AUSTRALIA

No prospectus or other disclosure document (as defined by the Corporations Act 2001 of Australia (the "**Corporations Act**")) in relation to the Program or any Notes has been, or will be, lodged with the Australian Securities and Investments Commission ("**ASIC**").

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that unless the applicable Final Terms (or a supplement to this Base Prospectus) otherwise provides, it:

(a) has not made offers or invited applications (directly or indirectly), and will not make offers or invite applications, for the issue, sale or purchase of the Notes in Australia (including an offer or invitation which is received by a person in Australia); and

(b) has not distributed or published, and will not distribute or publish, this Base Prospectus, any Supplement, any other prospectus, any disclosure document, advertisement or other offering material relating to the Notes in Australia,

unless:

(i) the offeree is a "wholesale client" within the meaning of section 761G(4) of the Corporations Act;

(ii) the aggregate consideration payable by each offeree is at least A$500,000 (or its equivalent in any alternative currency but, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act;

(iii) such action complies with all applicable laws, regulations and directives (including, without limitation, the licensing requirements of Chapter 7 of the Corporations Act); and

(iv) such action does not require any document to be lodged with ASIC.

Section 708(19) of the Corporations Act provides that an offer of debentures for issue or sale does not need disclosure to investors under Part 6D.2 of the Corporations Act if the Issuer is an Australian ADI (as defined in the Corporations Act). As at the date of this Base Prospectus, Banco Santander-Chile is an Australian ADI for the purposes of the Corporations Act.

SWITZERLAND

The Dealers have agreed, and each further Dealer appointed under the Program will be required to agree, that it will comply with any laws, regulations or guidelines in Switzerland from time to time, including, but not limited to, any regulations made by the Swiss Federal Banking Commission and/or the Swiss National Bank (if any) in relation to the offer, sale, delivery or transfer of the Notes or the distribution of any offering material in Switzerland in respect of such Notes.

DUBAI

This Base Prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority ("DFSA"). This Base Prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this Base Prospectus nor taken steps to verify the information set forth herein and has no responsibility for the Base Prospectus. The shares to which this Base Prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this Base Prospectus you should consult an authorized financial advisor.

BRAZIL

The offer of Notes described in this Base Prospectus will not be carried out by any means that would constitute a public offering in Brazil under Law No. 6,385, of December 7, 1976, as amended, and under CVM Rule (Instrução) No. 400, of December 29, 2003, as amended. The offer and sale of the Notes have not been and will not be registered with the Comissão de Valores Mobiliários in Brazil. The Notes have not been offered or sold, and will not be offered or sold in Brazil, except in circumstances that do not constitute a public offering or distribution under Brazilian laws and regulations.

PERU

In Peru, this offering will be considered a public offering directed exclusively to institutional investors under CONASEV Resolution No. 079-2008-EF/94.01.1.

The Notes and this Base Prospectus have been registered with the SMV in accordance with the procedure set forth in SMV Resolution No. 004-2011-EF/94.01.1, applicable to international offerings with a placement tranche in Peru executed in reliance with Rule 144A of the Act.

In order to purchase the Notes, institutional investors in Peru must sign a statement representing that they understand (i) differences which exist among the accounting and tax treatment in Peru and the country or countries where the Notes will be traded, and (ii) the terms and conditions of the Notes.

CHILE

The Notes will not be registered under Law 18,045, as amended, of Chile with the Financial Market Commission (*Comisión para el Mercado Financiero*), and accordingly, they may be not be offered to persons in Chile, except in circumstances that do not constitute a public offering under Chilean law.

CANADA

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45–106 *Prospectus Exemptions* or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* ("NI 33-105"), the Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

GENERAL

Each Dealer has represented and agreed and each further Dealer appointed under the Program will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

GENERAL INFORMATION

USE OF PROCEEDS

The net proceeds from each issue of Notes will be used for financing the business of the Issuer, as the case may be. A substantial portion of the proceeds from the issue of certain Notes may be used to hedge market risk with respect to such Notes. If in respect of any particular issue there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

AUTHORIZATION

The establishment of the Program, updates of the Program and the issue of Notes thereunder have been duly authorized by the Board of Directors of the Issuer.

The establishment of the Program and updates of the Program are considered to be in the ordinary course of the Issuer's business and therefore were not and will not be authorized by board resolutions.

The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorizations in connection with the issue and performance of its obligations under the Notes.

LEGAL, GOVERNMENTAL AND ARBITRATION PROCEEDINGS

The Issuer is not, or during the last twelve months has not, been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had in the recent past, significant effects on the Issuer's financial position or profitability.

STATEMENT OF NO MATERIAL ADVERSE CHANGE

There has been no material adverse change in the prospects of the Issuer since December 31, 2021.

SIGNIFICANT CHANGE IN THE ISSUER'S FINANCIAL POSITION

There has been no significant change in the financial performance or financial position of the Santander Group since March 31, 2022.

CLEARING SYSTEMS

The relevant Final Terms will specify which clearing system or systems (including CBF, DTC, CBL and/or Euroclear) has/have accepted the relevant Notes for clearance and provide any further appropriate information. The Issuer's Legal Entity Identifier Code is 3YJP8HORPAEXJ80D6368.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium; the address of CBL is Clearstream Banking, 42 Avenue JF Kennedy, L-2967, Luxembourg; the address of CBF is Clearstream Banking AG, Frankfurt, Neue Börsenstrasse 1, 60487 Frankfurt, Germany; and the address of DTC is 55 Water Street, New York, NY 10041.

LISTING AND ADMISSION TO TRADING INFORMATION

Application has been made to Euronext Dublin for Notes issued under the Program to be admitted to the Official List and to trading on the regulated market.

The Program provides that Notes may be listed or admitted to trading on other or further stock exchanges, including, but not limited to, the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and the SIX Swiss Exchange, as may be agreed between the Issuer and the relevant Dealer(s) in relation to each issue. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

For so long as the Notes are admitted to the Official List and to trading on the regulated market of Euronext Dublin, the Notes will be freely transferable and negotiable in accordance with the rules and requirements of Euronext Dublin.

PLAN OF DISTRIBUTION

In connection with an offering of the Notes, one or more Dealers designated as Managers in the relevant Final Terms will initially propose to offer the Notes for resale at the issue price that appears in the relevant Final Terms. After the initial offering, the relevant Managers may change the offering price and any other selling terms. Managers may offer and sell Notes through certain of their affiliates.

In connection with any offering of Notes, the Managers may purchase and sell such Notes in the open market. These transactions may include short sales, purchases to cover positions created by short sales and stabilizing transactions.

Short sales involve the sale by a Manager of a greater principal amount of Notes than it is required to purchase in the offering. A Manager may close out any short position by purchasing Notes in the open market. A short position is more likely to be created if a Manager is concerned that there may be downward pressure on the price of the Notes in the open market prior to the completion of the offering.

Stabilizing transactions consist of various bids for or purchases of the Notes made by a Manager in the open market prior to the completion of the offering.

Purchases to cover a short position and stabilizing transactions may have the effect of preventing or slowing a decline in the market price of the Notes. Additionally, these purchases may stabilize, maintain or otherwise affect the market price of the Notes. As a result, the price of the Notes may be higher than the price that might otherwise exist in the open market. However, there is no assurance that the Managers will undertake stabilization transactions. If the Managers engage in stabilizing or short-covering transactions, they may discontinue them at any time, and if begun, must be brought to an end after a limited period. Any over-allotment stabilizing and short- covering transaction must be conducted by the relevant managers, or persons acting on their behalf, in accordance with applicable laws. These transactions may be effected in the over-the-counter market or otherwise.

Some of the Dealers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. If any of the Managers or their affiliates has a lending relationship with the Issuer, certain of those Managers or their affiliates routinely hedge, and certain other of those Managers or their affiliates may hedge, their credit exposure to the Issuer consistent with customary risk management policies. Typically, such Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Issuer's securities, including potentially the Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of any issuance of Notes. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

DOCUMENTS ON DISPLAY

So long as Notes are admitted to the Official List and trading on the regulated market of Euronext Dublin, copies of the following documents will be available for inspection in physical and electronic form from the registered office of the Issuer and from the specified office of the Fiscal Agent for the time being in London:

(a) the articles of association (with an English translation where applicable) of the Issuer;

(b) the Issuer's 2021 IFRS Annual Report on Form 20-F for the year ended December 31, 2021, filed on February 25, 2022 with the SEC (which includes the Issuer's audited consolidated financial statements as of December 31, 2021 and 2020 and for the fiscal years ended December 31, 2021, 2020 and 2019, prepared in accordance with IFRS);

(c) the Issuer's current report on Form 6-K, filed on March 24, 2022 with the SEC (which includes the Issuer's audited consolidated financial statements as of December 31, 2021 and 2020 and for the fiscal years ended December 31, 2021 and 2020, prepared in accordance with Chilean Bank GAAP);

(d) the Issuer's current report on Form 6-K, filed on May 12, 2021 with the SEC (which includes the Issuer's audited consolidated financial statements as of December 31, 2020 and 2019 and for the fiscal years ended December 31, 2020 and 2019, prepared in accordance with Chilean Bank GAAP);

(e) the Issuer's current report on Form 6-K, filed on June 2, 2022 with the SEC (which includes the Issuer's unaudited consolidated interim financial statements as of and for the three months ended March 31, 2022, prepared in accordance with Chilean Bank GAAP);

(f) the Issuer's current report on Form 6-K, filed on May 10, 2022 with the SEC (which includes the Issuer's unaudited management commentary for the three months ended March 31, 2022, prepared in accordance with Chilean Bank GAAP).

(g) a copy of this Base Prospectus; and

(h) any future supplements to this Base Prospectus and Final Terms to this Base Prospectus and any other documents incorporated herein or therein by reference.

The documents may also be obtained by visiting the Issuer's website at https://santandercl.gcs-web.com/financials/annual-reports. None of the information contained on the Issuer's website is incorporated by reference into, or forms part of, this Base Prospectus.

DOCUMENTS INCORPORATED BY REFERENCE

Documents Incorporated by Reference

The following documents, which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the Central Bank of Ireland, shall be deemed to be incorporated in, and to form part of, this Base Prospectus and approved by the Central Bank of Ireland for the purpose of the Prospectus Regulation:

(a) the Issuer's Annual Report on Form 20-F for the year ended December 31, 2021, filed on February 25, 2022 with the SEC (which includes the Issuer's audited consolidated financial statements as of December 31, 2021 and 2020 and for the fiscal years ended December 31, 2021, 2020 and 2019, prepared in accordance with IFRS): https://santandercl.gcs-web.com/static-files/84fd7ef8-aee0-4592-ba61-879130852000;

(b) the Issuer's current report on Form 6-K, filed on March 24, 2022 with the SEC (which includes the Issuer's audited consolidated financial statements as of December 31, 2021 and 2020 and for the fiscal years ended December 31, 2021 and 2020, prepared in accordance with Chilean Bank GAAP): https://santandercl.gcs-web.com/node/19061/html;

(c) the Issuer's current report on Form 6-K, filed on May 12, 2021 with the SEC (which includes the Issuer's audited consolidated financial statements as of December 31, 2020 and 2019 and for the fiscal years ended December 31, 2020 and 2019, prepared in accordance with Chilean Bank GAAP): https://santandercl.gcs-web.com/node/17981/html;

(d) the Issuer's current report on Form 6-K, filed on June 2, 2022 with the SEC (which includes the Issuer's unaudited consolidated interim financial statements as of and for the three months ended March 31, 2022, prepared in accordance with Chilean Bank GAAP): https://santandercl.gcs-web.com/node/19376/html; and

(e) the Issuer's current report on Form 6-K, filed on May 10, 2022 with the SEC (which includes the Issuer's unaudited management commentary for the three months ended March 31, 2022, prepared in accordance with Chilean Bank GAAP): https://santandercl.gcs-web.com/node/19311/html.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

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

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

Cross-reference List of Documents Incorporated by Reference

(1) *The following information is set forth in the 2021 IFRS Annual Report:*

(2) *The following information is set forth in the 2021 Audited Consolidated Chilean Bank GAAP Financial Statements:*

(3) *The following information is set forth in the 2020 Audited Consolidated Chilean Bank GAAP Financial Statements:*

(4) *The following information is set forth in the First Quarter 2022 Unaudited Consolidated Interim Chilean Bank GAAP Financial Statements 6-K:*

(5) *The following information is set forth in the First Quarter 2022 Chilean Bank GAAP Management Commentary 6-K:*

NAMES AND ADDRESSES

Issuer

Banco Santander-Chile
Bandera 140
Santiago
Chile

Arrangers

Deutsche Bank Aktiengesellschaft
Mainzer Landstr. 11-17
60329 Frankfurt am Main
Germany

Santander Investment Securities Inc.
45 East 53rd Street
New York, NY 10022
United States

Dealers

BNP Paribas, London Branch
10 Harewood Avenue
London
United Kingdom
NW1 6AA

BNP Paribas Securities Corp.
787 Seventh Avenue
New York, NY 10019
United States

BofA Securities, Inc.
One Bryant Park
New York, NY 10036
United States

Citigroup Global Markets Inc.
388 Greenwich Street
New York, NY 10013
United States

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London, E14 5LB
United Kingdom

Crédit Agricole Corporate and Investment Bank
12 place des Etats-Unis
CS 70052 92547 Montrouge Cedex
France

Credit Suisse Securities (USA) LLC
11 Madison Avenue
New York, NY 10010
United States

Daiwa Capital Markets America Inc.
32 Old Slip
New York, NY 10005
United States

Deutsche Bank Aktiengesellschaft
Mainzer Landstr. 11-17
60329 Frankfurt am Main
Germany

Deutsche Bank Securities Inc.
1 Columbus Circle
New York, NY 10019
United States

Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282
United States

HSBC Bank plc
8 Canada Square
London, E14 5HQ
United Kingdom

HSBC Securities (USA) Inc.
452 Fifth Avenue
New York, NY 10018
United States

J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179
United States

Mizuho International plc
30 Old Bailey
London, EC4M 7AU
United Kingdom

Mizuho Securities USA LLC
1271 Avenue of the Americas
New York, NY 10020
United States

Morgan Stanley & Co. International plc
25 Cabot Square
Canary Wharf
London E14 4QA

Santander Investment Securities Inc.
45 East 53rd Street
New York, NY 10022
United States

Scotia Capital (USA) Inc.
250 Vesey Street
New York, NY 10281
United States

SMBC Nikko Securities America, Inc.
277 Park Avenue, 5th floor
New York, New York 10172

Standard Chartered Bank
1 Basinghall Avenue
London
United Kingdom
EC2V 5DD

UBS AG London Branch
5 Broadgate
London, EC2M 2QS
United Kingdom

UBS Securities LLC
1285 Avenue of the Americas
New York, NY 10019
United States

UniCredit Bank AG
Arabellastrasse 12
D-81925 Munich
Germany

Wells Fargo Securities, LLC
550 S. Tryon St, MAC D1086-051 Charlotte, NC 28202
United States

Fiscal Agent, Paying Agent and Transfer Agent

Bank of America, National Association, London Branch
2 King Edward Street
London EC1A 1HG
United Kingdom

European Registrar

Bank of America Europe DAC
Central Park –Block D
Leopardstown Road
Dublin 18
D18N924
Ireland

Irish Listing Agent

McCann Fitzgerald Listing Services Limited
Riverside One
Sir John Rogerson's Quay
Dublin 2
D02 X576
Ireland

U.S. Paying Agent, U.S. Registrar and U.S. Transfer Agent

Bank of America, National Association
201 North Tryon Street
NC1-022-06-10
Charlotte, NC 28202
United States

Legal Advisers

To the Issuer as to New York law

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
United States

To the Dealers as to New York Law

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
United States

Chilean Counsel

Philippi, Prietocarrizosa, Ferrero DU & Uría Ltda.
El Golf 40 piso 20,
Las Condes, Santiago
Chile

First Supplement dated August 25, 2022 to
the Base Prospectus dated June 24, 2022

Banco Santander Chile

(Santiago, Chile)

U.S.$5,500,000,000
Medium Term Notes Program

FIRST PROSPECTUS SUPPLEMENT UPDATING CERTAIN PARAGRAPHS OF THE "DESCRIPTION OF THE NOTES" AND THE "FORM OF FINAL TERMS" SECTIONS OF THE BASE PROSPECTUS

Banco Santander Chile (the "**Issuer**" or with its consolidated subsidiaries "**Santander Chile Group**") has prepared this first prospectus supplement (the "**First Prospectus Supplement**") in connection with Medium Term Notes (the "**Notes**") issued from time to time under the Issuer's Medium Term Note Program (the "**Program**"). The Issuer has also prepared a prospectus dated June 24, 2022 (the "**Base Prospectus**," as amended or updated from time to time and including all information incorporated by reference therein) for use in connection with the issue of Notes under the Program. This First Prospectus Supplement amends and updates the Base Prospectus, and should be read in conjunction with the Base Prospectus and constitutes a supplement for the purposes of Article 23 of the Prospectus Regulation.

The First Prospectus Supplement has been approved by the Central Bank of Ireland (the "**Central Bank**") as competent authority under the Prospectus Regulation. The Central Bank only approves this First Prospectus Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer.

The Issuer accepts responsibility for the information contained in this First Prospectus Supplement. To the best of the knowledge of the Issuer the information contained in this First Prospectus Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

This First Prospectus Supplement will be published in electronic form on the website of the Issuer (https://santandercl.gcs-web.com/investor-relations) and will be available until the Base Prospectus expires on June 23, 2023.

This First Prospectus Supplement and the Base Prospectus should be read in conjunction with all documents which are deemed to be incorporated by reference, and for a particular issue of Notes in conjunction with any applicable Final Terms.

To the extent there is any inconsistency between (a) any statement in this First Prospectus Supplement and (b) any other statement in or incorporated by reference into the Base Prospectus prior to the date of this First Prospectus Supplement, the statements in (a) will prevail.

Save as disclosed in this First Prospectus Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the First Prospectus Supplement or Base Prospectus since their respective publication dates.

See "Risk Factors" in the Base Prospectus for a discussion of certain risks that should be considered in connection with certain types of Notes which may be offered under the Program.

Pursuant to this First Supplemental Prospectus, the provisions from the Base Prospectus identified below should be revised as follows:

1. Page 95 of the Base Prospectus.- the definition of "Lookback Period" or "p" on page 95 of the Base Prospectus is deleted in its entirety and replaced with the following:

"**Lookback Period**" or "**p**" means the number of U.S. Government Securities Business Days specified in the applicable Final Terms.

2. Page 113 of the Base Prospectus.- item (xxiii) of Section 5 (Floating Rate Notes Only Interest Rate) on page 113 of the Base Prospectus is deleted in its entirety and replaced with the following:

(xxiii) Lookback Period ("p"):	[Not Applicable] [[specify] U.S. Government Securities Business Days] (*Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound with Lookback)*)

Second Supplement dated September 7, 2022 to the
Base Prospectus dated June 24, 2022

Banco Santander Chile

(Santiago, Chile)

U.S.$5,500,000,000
Medium Term Notes Program

SECOND PROSPECTUS SUPPLEMENT INCORPORATING BY REFERENCE THE CURRENT REPORT ON FORM 6-K, AS FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") ON SEPTEMBER 2, 2022 (THE "SECOND QUARTER 6-K") OF BANCO SANTANDER CHILE AND UPDATING THE BASE PROSPECTUS

Banco Santander Chile (the "**Issuer**" or with its consolidated subsidiaries "**Santander Chile Group**") has prepared this second prospectus supplement (the "**Second Prospectus Supplement**") in connection with Medium Term Notes (the "**Notes**") issued from time to time under the Issuer's Medium Term Note Program (the "**Program**"). The Issuer has also prepared a prospectus dated June 24, 2022 (the "**Base Prospectus**," as amended or updated from time to time and including all information incorporated by reference therein) and a first prospectus supplement dated August 25, 2022 (the "**First Prospectus Supplement**" and, together with the Base Prospectus, the "**Prospectus**") for use in connection with the issue of Notes under the Program. This Second Prospectus Supplement amends and updates the Prospectus, and should be read in conjunction with the Prospectus and constitutes a supplement for the purposes of Article 23 of the Prospectus Regulation.

The Second Prospectus Supplement has been approved by the Central Bank of Ireland (the "**Central Bank**") as competent authority under the Prospectus Regulation. The Central Bank only approves this Second Prospectus Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer.

The Second Quarter 6-K, which contains the Interim Consolidated Financial Statements for the periods ending June 30, 2022 and 2021 and on December 31 and opening balances as of January 1, 2021 (the "**Second Quarter Financial Statements**") and the Management Commentary as of June 30, 2022 (the "**Second Quarter Management Commentary**") of the Issuer, has been previously published and has been filed with the Central Bank of Ireland, and shall be deemed to be incorporated by reference in, and to form part of, this Second Prospectus Supplement. The Second Quarter 6-K will be available for collection and inspection as set out in the section "Documents on Display" on page 146 of the Base Prospectus and is available at the following link: https://santandercl.gcs-web.com/sec-filings/sec-filing/6-k/0001213900-22-053759.

The Issuer accepts responsibility for the information contained in this Second Prospectus Supplement. To the best of the knowledge of the Issuer the information contained in this Second Prospectus Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Second Prospectus Supplement will be published in electronic form on the website of the Issuer (https://santandercl.gcs-web.com/investor-relations) and will be available until the Base Prospectus expires on June 23, 2023.

This Second Prospectus Supplement, the First Prospectus Supplement and the Base Prospectus should be read in conjunction with all documents which are deemed to be incorporated by reference, and for a particular issue of Notes in conjunction with any applicable Final Terms. If the document incorporated by reference in this Second Prospectus Supplement itself incorporates any information or other documents therein, either expressly or implicitly, such information or other documents will not form part of this Second Prospectus Supplement except where such information or other documents are specifically incorporated by reference or attached to this Second Prospectus Supplement. For information specifically incorporated by reference hereto, please see "Cross-reference List of Documents Incorporated by Reference" below.

To the extent there is any inconsistency between (a) any statement in this Second Prospectus Supplement or any statement incorporated by reference into the Base Prospectus by this Second Prospectus Supplement and (b) any other statement in or incorporated by reference into the Base Prospectus prior to the date of this Second Prospectus Supplement, the statements in (a) will prevail.

Save as disclosed in this Second Prospectus Supplement or the First Prospectus Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus or the First Prospectus Supplement since their respective publication dates.

See "Risk Factors" in the Base Prospectus for a discussion of certain risks that should be considered in connection with certain types of Notes which may be offered under the Program.

Presentation of Financial Information

The Issuer's financial information presented in the Second Quarter 6-K has been prepared in accordance with Chilean accounting principles issued by the Financial Markets Commission ("**Chilean Bank GAAP**"). Chilean Bank GAAP principles are substantially similar to International Financial Reporting Standards ("**IFRS**") but there are some exceptions, and the Issuer has made no attempt to quantify these differences. For further details and a discussion on the main differences between Chilean Bank GAAP and IFRS refer to "Item 4. Information on the Company—B. Business Overview—Differences between IFRS and Chilean Bank GAAP" of the Issuer's Annual Report on Form 20-F for the year ended December 31, 2021, as filed with the SEC on February 25, 2022 and incorporated by reference in the Base Prospectus.

There has been no significant change in the financial position of Santander Chile Group since June 30, 2022.

Copies of the document incorporated by reference in this Second Prospectus Supplement can be obtained free of charge online as set out in the section "Documents on Display" on page 146 of the Base Prospectus. Copies of the document incorporated by reference in this Second Prospectus Supplement are also available on the SEC's website at www.sec.gov.

Cross-reference List of Documents Incorporated by Reference

The following information is set forth in the Second Quarter 6-K:

SECOND QUARTER FINANCIAL STATEMENTS	Page #
Interim Consolidated Statements of Financial Position	4-5
Interim Consolidated Statements of Income	6-7
Interim Consolidated Statements of Other Comprehensive Income	8

Third Supplement dated October 3, 2022 to the Base Prospectus dated June 24, 2022

Banco Santander Chile

(Santiago, Chile)

U.S.$5,500,000,000
Medium Term Notes Program

THIRD PROSPECTUS SUPPLEMENT UPDATING THE BASE PROSPECTUS

Banco Santander Chile (the "**Issuer**" or with its consolidated subsidiaries "**Santander Chile Group**") has prepared this third prospectus supplement (the "**Third Prospectus Supplement**") in connection with Medium Term Notes (the "**Notes**") issued from time to time under the Issuer's Medium Term Note Program (the "**Program**"). The Issuer has also prepared a prospectus dated June 24, 2022 (the "**Base Prospectus**," as amended or updated from time to time and including all information incorporated by reference therein), a first prospectus supplement dated August 25, 2022 (the "**First Prospectus Supplement**") and a second prospectus supplement dated September 7, 2022 (the "**Second Prospectus Supplement**" and, together with the Base Prospectus, the "**Prospectus**") for use in connection with the issue of Notes under the Program. This Third Prospectus Supplement amends and updates the Prospectus, and should be read in conjunction with the Prospectus and constitutes a supplement for the purposes of Article 23 of the Prospectus Regulation.

The Third Prospectus Supplement has been approved by the Central Bank of Ireland (the "**Central Bank**") as competent authority under the Prospectus Regulation. The Central Bank only approves this Third Prospectus Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer.

The Issuer accepts responsibility for the information contained in this Third Prospectus Supplement. To the best of the knowledge of the Issuer, the information contained in this Third Prospectus Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

On September 30, 2022, the Issuer entered into a Fiscal and Paying Agency Agreement with Citibank, N.A., London Branch as fiscal agent, paying agent and transfer agent (in such capacity, the "**New Fiscal and Paying Agent**") and as Registrar (as further amended and supplemented from time to time, the "**New Fiscal Agency Agreement**"). All Notes issued under the Program on or after September 30, 2022 will be issued pursuant to the New Fiscal Agency Agreement, in registered or bearer form as specified in the Final Terms.

The purpose of this Third Prospectus Supplement is to (i) update the Prospectus to reflect the appointment of the New Fiscal and Paying Agent, and (ii) amend and update certain sections of the Base Prospectus in connection with such appointment, as set forth in more detail below.

This Third Prospectus Supplement hereby:

(i) amends and restates the "*General Description of the Program*" section of the Base Prospectus in order to reflect the appointment of the New Fiscal and Paying Agent under the New Fiscal Agency Agreement;

(ii) amends and restates the "*Description of the Notes*" section of the Base Prospectus in order to (a) reflect the appointment of the New Fiscal and Paying Agent under the New Fiscal Agency Agreement, (b) modify certain terms applicable to Bearer Notes issued under the Program, (c) appoint Citibank, N.A., London Branch as calculation agent for each Series of Floating Notes issued under the Program after September 30, 2022, and (d) update certain other provisions in regard to matters arising under the New Fiscal Agency Agreement and the obligations of the New Fiscal and Paying Agent thereunder;

(iii) amends and restates the "*Form of Final Terms*" section of the Base Prospectus to (a) update the Day Count Fraction applicable to Fixed Rate Notes issued under the Program to provide greater flexibility to the Issuer with respect to issuances under the Program after September 30, 2022 and (b) incorporate certain updates to the form;

(iv) amends and updates the "*Changing the Specified Currency of Foreign Currency Notes*" sub-section of the "*Special Provisions Relating to Foreign Currency Notes*" section of the Base Prospectus to appoint the New Fiscal and Paying Agent as "Exchange Rate Agent" under all new issues of Notes under the Program on or after September 30, 2022; and

(v) updates the "*Names and Addresses*" section of the Base Prospectus to include the contact information of the New Fiscal and Paying Agent.

General Description of the Program

The "*General Description of the Program*" section of the Base Prospectus shall be amended and replaced in its entirety as set forth in Annex A hereto.

Description of the Notes

The "*Description of the Notes*" section of the Base Prospectus shall be amended and replaced in its entirety as set forth in Annex B hereto.

Form of Final Terms

The "*Form of Final Terms*" section of the Base Prospectus shall be amended and replaced in its entirety as set forth in Annex C hereto.

Special Provisions Relating to Foreign Currency Notes

The second paragraph of the "*Changing the Specified Currency of Foreign Currency Notes*" sub-section on page 127 of the Base Prospectus shall be amended and replaced in its entirety as follows:

"Amounts so payable on any such date in such Specified Currency shall be converted into U.S. Dollars at a rate determined by the Exchange Rate Agent (as defined below) on the basis of the most recently available Market Exchange Rate. The "Exchange Rate Agent" under all existing issues of Notes under the Program is Bank of America, National Association. The "Exchange Rate Agent" under all new issues of Notes under the Program on or after September 30, 2022 will be Citibank, N.A, London Branch. Any payment required to be made on Foreign Currency Notes denominated in a Specified Currency that is instead made in U.S. Dollars under the circumstances described above will not constitute a default of any obligation of the Issuer under such Notes."

Contact Information

The contact information of the New Fiscal Agent and Paying Agent and Registrar on page 152 of the Base Prospectus shall be added as follows:

Fiscal Agent, Paying Agent, Transfer Agent and Registrar

Citibank, N.A., London Branch
Citigroup Centre
Canary Wharf
London E14 5LB
United Kingdom

General

This Third Prospectus Supplement will be published in electronic form on the website of the Issuer (https://santandercl.gcs-web.com/debt-market-risk) and will be available until the Base Prospectus expires on June 23, 2023.

This Third Prospectus Supplement, the Second Prospectus Supplement, the First Prospectus Supplement and the Base Prospectus should be read in conjunction with all documents which are deemed to be incorporated by reference, and for a particular issue of Notes in conjunction with any applicable Final Terms.

To the extent there is any inconsistency between (a) any statement in this Third Prospectus Supplement and (b) any other statement in or incorporated by reference into the Prospectus prior to the date of this Third Prospectus Supplement, the statements in (a) will prevail.

Save as disclosed in this Third Prospectus Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus, the First Prospectus Supplement or the Second Prospectus Supplement since their respective publication dates.

See "Risk Factors" in the Base Prospectus for a discussion of certain risks that should be considered in connection with certain types of Notes which may be offered under the Program.

Annex A

GENERAL DESCRIPTION OF THE PROGRAM

GENERAL

Under this Program, the Issuer may from time to time issue Notes to one or more of the following Dealers: BNP Paribas, London Branch, BNP Paribas Securities Corp., Citigroup Global Markets Inc., Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, Credit Suisse Securities (USA) LLC, Daiwa Capital Markets America Inc., Deutsche Bank Aktiengesellschaft, Deutsche Bank Securities Inc., Goldman Sachs & Co. LLC, HSBC Bank plc, HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, BofA Securities, Inc., Mizuho International plc, Mizuho Securities USA LLC, , Morgan Stanley & Co. International plc, Santander Investment Securities Inc., Scotia Capital (USA) Inc., SMBC Nikko Securities America, Inc., Standard Chartered Bank, UBS AG London Branch, UBS Securities LLC, UniCredit Bank AG, Wells Fargo Securities, LLC and any other Dealer appointed from time to time in accordance with the Fourth Amended and Restated Dealer Agreement which appointment may be for a specific issue or on an ongoing basis (each a "**Dealer**" and together the "**Dealers**"). References in this Base Prospectus to the "**relevant Dealer**" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to purchase such Notes.

Each Series of Notes is issued either in bearer form or in registered form and Notes comprising each such Series will be issued in each case in the nominal amount of the denomination specified (the "**Specified Denomination**") in the applicable final terms (the "**Final Terms**"). The maximum aggregate principal amount of all Notes from time to time outstanding under the Program will not exceed U.S.$5,500,000,000 (or its equivalent in other currencies calculated as described in the Fourth Amended and Restated Dealer Agreement), subject to increase in accordance with the terms of the Fourth Amended and Restated Dealer Agreement.

Notes will be issued by the Issuer through its head office in Santiago, Chile.

Notes may be distributed by way of public offer (in jurisdictions in which a public offer of the Notes is permitted) or private placement and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the applicable Final Terms.

Notes will be issued on a continuous basis in tranches (each a "**Tranche**"), each Tranche consisting of Notes that are identical in all respects (including as to admission to trading and listing). One or more Tranches that are (i) expressed to be consolidated and forming a single series and (ii) identical in all respects (except for different issue dates, interest commencement dates, issue prices and dates for first interest payments) may form a series ("**Series**") of Notes. Further Notes may be issued as part of existing Series. The specific terms of each Tranche will be set forth in the applicable Final Terms.

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms. Unless otherwise specified in the Final Terms, the minimum Specified Denomination of the Notes will be €100,000 (or, if the Notes are denominated in a currency other than the Euro, the equivalent amount in such currency) or such higher amount as may be allowed or required from time to time by the relevant Central Bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Notes may be issued at an issue price which is at par or at a discount to, or premium over, par, as specified in the applicable Final Terms.

References in this Base Prospectus to Notes which are intended to be listed (and all related references) shall mean that such Notes have been admitted to the Official List and trading on the regulated market of Euronext Dublin. The Program provides that Notes may be listed or admitted to trading on other or further stock exchanges including, but not limited to, the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and the SIX Swiss Exchange, as may be agreed between the Issuer and the relevant Dealer(s) in relation to each issue. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

Prospective purchasers of Notes should ensure that they understand the nature of the relevant Notes and the extent of their exposure to risks and that they consider the suitability of the relevant Notes as

an investment in the light of their own financial situation. Certain issues of Notes involve a high degree of risk and potential investors should be prepared to sustain a loss of all or part of their investment. It is the responsibility of prospective purchasers to ensure that they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, accounting and other business evaluation of the merits and risks of investing in the Notes and are not relying on the advice of the Issuer or any Dealer in that regard. See "Risk Factors" on pages 8 to 47 of this Base Prospectus.

Bearer Notes will be accepted for clearing through one or more Clearing Systems as specified in the applicable Final Terms. These Clearing Systems will include those operated by Clearstream Banking AG, Frankfurt ("**CBF**"), Clearstream Banking, S.A., Luxembourg ("**CBL**") and Euroclear Bank S.A./N.V. ("**Euroclear**").

Registered Notes will either (i) be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**"), (ii) be deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear and CBL, or (iii) be deposited with a custodian or depositary for, and registered in the name of, a nominee of any other clearing system specified for a particular Tranche or Series of Notes, in each case, as specified in the applicable Final Terms. No beneficial owner of an interest in a Registered Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and CBL, in each case to the extent applicable.

For all issuances of Notes under the Program prior to September 30, 2022, (i) Bank of America, National Association, London Branch acts as fiscal agent (the "**Existing Fiscal Agent**"), non-U.S. transfer agent (the "**Existing Non-U.S. Transfer Agent**") and the non-U.S. paying agent (the "**Existing Non-U.S. Paying Agent**"), (ii) Bank of America, National Association acts as U.S. transfer agent (the "**Existing U.S. Transfer Agent**" and, together with the Existing Non-U.S. Transfer Agent, the "**Existing Transfer Agents**"), the U.S. paying agent (the "**Existing U.S. Paying Agent**" and, together with the Existing Non-U.S. Paying Agent, the "**Existing Paying Agents**") and the U.S. registrar (the "**Existing U.S. Registrar**") and (iii) Bank of America Europe DAC acts as European registrar (the "**Existing European Registrar**" and, together with the Existing U.S. Registrar, the "**Existing Registrar**"), in each case unless it was otherwise stated in the applicable Final Terms. The Existing Fiscal Agent, Existing Paying Agents, Existing Transfer Agents and Existing Registrars are collectively referred to as the "**Existing Agents**."

For all issuances under the Program after September 30, 2022, Citibank, N.A., London Branch will act as fiscal agent (the "**New Fiscal Agent**"), transfer agent (together with any other transfer agent appointed by the Issuer, the "**New Transfer Agents**"), paying agent (together with any other paying agent appointed by the Issuer, the "**New Paying Agents**") and registrar (together with any other registrar appointed by the Issuer, the "**New Registrars**"), in each case, unless otherwise stated in the applicable Final Terms. The New Fiscal Agent, New Paying Agents and New Transfer Agents are collectively referred to as the "**New Agents**."

McCann Fitzgerald Listing Services Limited will act as the Irish listing agent (the "**Irish Listing Agent**").

All references to the Fiscal Agent, any Paying Agent, any Transfer Agent or any Registrar refer to the Existing Fiscal Agent, Existing Paying Agents, Existing Transfer Agents and Existing Registrars for all periods prior, and all Notes issued prior, to September 30, 2022 and to the New Fiscal Agent, New Transfer Agents, New Paying Agents and New Registrars thereafter. References to the "Agents" herein refer to the Existing Agents for all periods prior, and all Notes issued prior, to September 30, 2022 and to the New Agents thereafter.

Annex B

DESCRIPTION OF THE NOTES

General

The Issuer may issue and have outstanding from time to time up to U.S.$5,500,000,000 principal amount in the aggregate of Medium-Term Notes (the "**Notes**") under this Program. Unless otherwise specified in the Final Terms, the minimum specified denomination of the Notes will be €100,000 (or, if the Notes are denominated in a currency other than the Euro, the equivalent amount in such currency) or such higher amount as may be allowed or required from time to time by the relevant Central Bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. The Notes will have the terms described below, including, as described below, the terms specified in the Final Terms of the applicable Series of Notes, except that references below to interest payments and interest-related information do not apply to certain OID Notes (as defined in "Taxation").

The Notes issued under the Program before September 30, 2022 were issued under a Fiscal and Paying Agency Agreement dated as of June 30, 2016 among the Issuer, Bank of America, National Association, London Branch as fiscal agent, paying agent and transfer agent, Bank of America, National Association, as U.S. paying agent, U.S. registrar and U.S. transfer agent, Bank of America Europe DAC as the European Registrar, and the other paying agents and transfer agents named therein (the "**Existing Fiscal Agency Agreement**").

On September 30, 2022, the Issuer entered into a Fiscal and Paying Agency Agreement with Citibank, N.A., London Branch as fiscal agent, paying agent and transfer agent (in such capacity, the "**New Fiscal and Paying Agent**") and as Registrar (as further amended and supplemented from time to time, the "**New Fiscal Agency Agreement**"). All Notes issued under the Program on or after September 30, 2022 will be issued pursuant to the New Fiscal Agency Agreement, in registered or bearer form as specified in the Final Terms.

All references to the Fiscal and Paying Agent for issues of Notes under the Program and all references to the Fiscal Agency Agreement in this section refer to the New Fiscal and Paying Agent and the New Fiscal Agency Agreement, respectively.

The following description of certain provisions of the Fiscal Agency Agreement is subject to, and qualified in its entirety by reference to, all the provisions of the Fiscal Agency Agreement, including the definitions therein of certain terms.

The Issuer may, from time to time, open one or more series of Notes (each, a "**Series**") and issue Additional Notes (as defined below in "Additional Notes") with the same terms (including maturity and interest payment terms but excluding original issue date and public offering price) as Notes issued on an earlier date; provided that a Series of Notes may not comprise both Notes in bearer form and Notes in registered form. After such Additional Notes are issued they will be fungible with the previously issued Notes to the extent specified in the applicable Final Terms, provided further that if the Additional Notes are not fungible with the earlier Notes for United States federal income tax purposes, the Additional Notes will have a separate CUSIP number. Each such Series may contain one or more tranches of Notes (each, a "**Tranche**") having identical terms, including the original issue date and the public offering price; provided that a Tranche of Notes may not comprise both Notes in bearer form and Notes in registered form.

Each Note will be unsecured and will be either a senior or a subordinated debt obligation. Notes which are senior debt obligations will rank equally with all other unsecured and unsubordinated obligations of the Issuer thereof. Notes which are subordinated debt obligations will rank junior in right of payment to all senior indebtedness as specified in the applicable Final Terms, which will set forth the precise terms of such subordination.

The Final Terms relating to a Tranche of Notes issued by the Issuer will describe the following terms: (i) the currency or composite currency in which the Notes of such Tranche will be denominated (each such currency or composite currency, a "**Specified Currency**") and, if other than the Specified Currency, the currency or composite currency in which payments on the Notes of such Series will be made (and, if the Specified Currency or currency or composite currency of payment is other than U.S. Dollars, certain other terms relating to such Notes (a "**Foreign Currency Note**") and such Specified Currency or such currency or composite

currency of payment); (ii) whether such Notes are Fixed Rate Notes or Floating Rate Notes (including whether such Notes are Regular Floating Rate Notes, Floating Rate/Fixed Rate Notes or Inverse Floating Rate Notes, each as defined below); (iii) the price at which such Notes will be issued (the "**Issue Price**"); (iv) the date on which such Notes will be issued (the "**Original Issue Date**"); (v) the date on which such Notes will mature; (vi) whether such notes are senior or subordinated and, if subordinated, the terms of the subordination; (vii) if such Notes are Fixed Rate Notes, the rate per annum at which such Notes will bear interest, if any; (viii) if such Notes are Floating Rate Notes, the base rate (the "**Base Rate**"), the initial interest rate (the "**Initial Interest Rate**"), the minimum interest rate (the "**Minimum Interest Rate**") (provided that if no Minimum Interest Rate is specified or if indicated that the Minimum Interest Rate is "not applicable," the Minimum Interest Rate shall be zero), the maximum interest rate (the "**Maximum Interest Rate**"), the Interest Payment Dates, the period to maturity of the instrument, obligation or index with respect to which the calculation agent will calculate the interest rate basis or bases (the "**Index Maturity**"), the Spread and/or Spread Multiplier (all as defined below), if any, (ix) whether such Notes may be redeemed at the option of the Issuer, or repaid at the option of the holder, prior to its stated maturity as described under "**Optional Redemption**" and "**Repayment at the Noteholders' Option; Repurchase**" below and, if so, the provisions relating to such redemption or repayment; (x) any relevant tax consequences associated with the terms of the Notes which have not been described under "**Taxation—United States Federal Income Taxation**" below; and (xi) if such Notes are Additional Notes (as defined below), a description of the original issue date and aggregate principal amount of the prior Tranche of Notes having terms (other than the original issue date and public offering price) identical to such Additional Notes. In addition, each Final Terms with respect to a Tranche of Notes will identify the Dealer(s) participating in the distribution of such Notes. See "**Plan of Distribution**." Each Final Terms relating to Notes will be in, or substantially in, the relevant forms included under "**Form of Final Terms**" below.

If any Notes are to be issued as Foreign Currency Notes, the applicable Final Terms will specify the currency or currencies, which may be composite currencies, in which the purchase price of such Notes are to be paid by the purchaser, and the currency or currencies, which may be composite currencies, in which the principal at maturity or earlier redemption, premium, if any, and interest, if any, with respect to such Notes may be paid, if applicable. See "**Special Provisions Relating to Foreign Currency Notes**."

Subject to such additional restrictions as are described under "**Special Provisions Relating to Foreign Currency Notes**," Notes of each Tranche will mature on a day specified in the applicable Final Terms, as selected by the initial purchaser and agreed to by the Issuer. In the event that such maturity date of any Notes or any date fixed for redemption or repayment of any Notes (collectively, the "**Maturity Date**") is not a Business Day (as defined below), principal and interest payable at maturity or upon such redemption or repayment will be paid on the next succeeding Business Day with the same effect as if such Business Day were the Maturity Date. No interest shall accrue for the period from and after the Maturity Date to such next succeeding Business Day. Except as may be specified in the applicable Final Terms, all Notes will mature at par.

In the case of Fixed Rate Notes, the applicable Final Terms will specify the yield as of the Original Issue Date. The yield is calculated at the Original Issue Date on the basis of the Issue Price. It is not an indication of future yield.

"**Business Day**" means, unless otherwise specified in the applicable Final Terms, any day other than a Saturday or Sunday or any other day on which banking institutions are generally authorized or obligated by law or regulation to close in (i) the principal financial center of the country in which the Issuer is incorporated, (ii) the principal financial center of the country of the currency in which the Notes are denominated (if the Note is denominated in a Specified Currency other than Euro) and (iii) any additional financial center specified in the applicable Final Terms (as the case may be); provided, however, that with respect to Notes denominated in Euro, such day is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open.

Forms of Notes

Bearer Notes

If specified in the applicable Final Terms, Notes of each Tranche will be in bearer form ("**Bearer Notes**") and will initially be represented by one or more temporary global Notes or permanent global Notes, without interest coupons attached and, in the case of definitive Notes, will be serially numbered and will:

(i) if any such global Note is intended to be issued in new global note ("**NGN**") form, as stated in the applicable Final Terms, be delivered to a common safekeeper (the "**Common Safekeeper**") for

Euroclear Bank S.A./N.V. as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") (each an "**ICSD**" and together the "**ICSDs**"):

(a) *records of the ICSDs*. The principal amount and/or number of each Note represented by the global Note shall be the amount from time to time entered in the records of both ICSDs, provided, however, that the aggregate principal amount of Notes represented by a global Note shall be as set forth on the face of such note. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the principal amount and/or number of each Note represented by the global Note and, for these purposes, a statement (which statement shall be made available to the bearer upon request) issued by an ICSD stating the principal amount and/or number of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time;

(b) on any redemption or payment of an installment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by such global Note the Issuer shall procure that details of any redemption, payment, or purchase and cancellation (as the case may be) in respect of the global Note shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the principal amount and/or number of the Notes recorded in the records of the ICSDs and represented by the global Note shall be reduced by the aggregate principal amount and/or number of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such installment so paid; and

(ii) if any such global Note is to be issued in classic global note form ("**CGN**"), be delivered to a common depositary (the "**Common Depositary**") for Euroclear and Clearstream, Luxembourg or any other recognized or agreed clearing system.

Bearer Notes in definitive form will be issued with coupons attached. Except as set out below, title to Bearer Notes and any coupons will pass by delivery. The Issuer, the Fiscal Agent and any Paying Agent (as defined below) may deem and treat the bearer of any Bearer Note or coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding sentence. For so long as any of the Notes are represented by a global Note, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuer, the Fiscal Agent and any Paying Agent as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, the right to which shall be vested, as against the Issuer, the Fiscal Agent and any Paying Agent solely in the bearer of the relevant global Note in accordance with and subject to its terms (and the expressions "**Noteholder**" and "**Holder of Notes**" and related expressions shall be construed accordingly). Notes which are represented by a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or of Clearstream, Luxembourg, as the case may be.

References herein to "**Bearer Notes**" shall, except where otherwise indicated, include interests in a temporary or permanent global Note as well as definitive Notes and any coupons attached thereto.

The applicable Final Terms will specify whether (i) United States Treasury Regulation §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form as such rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended), (the "**TEFRA C Rules**"), (ii) United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form as such rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended) (the "**TEFRA D Rules**") or (iii) if the Notes do not have a maturity of more than 365 days (including unilateral rights to rollover or extend), neither the TEFRA C Rules nor the TEFRA D Rules, are applicable to the Notes. If so specified in the applicable Final Terms, in the case of a Bearer Note to which the TEFRA C Rules have been specified to apply, the Bearer Notes may be represented upon issue by one or more permanent global Notes. In all other cases, the Bearer Notes may be represented upon issue by one or more temporary global Notes or permanent global Notes, as specified in the applicable Final Terms; provided that, in the case of Bearer Notes to which the TEFRA D Rules have been specified to apply and which are represented upon issue by one or more permanent global

Notes, the beneficial owners of such global Note shall deliver on the issue date of such Bearer Notes the relevant Ownership Certificates (as defined below).

Each Bearer Note having a maturity of more than 365 days (including unilateral rights to rollover or extend) and interest coupons pertaining to such Note, if any, will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code."

In general, Bearer Notes that are subject to the TEFRA C Rules or the TEFRA D Rules may not be offered, sold or delivered within the United States or to United States persons. In particular, if the applicable Final Terms specify that the TEFRA D Rules apply, the Bearer Notes may not be delivered, offered, sold or resold, directly or indirectly, in connection with their original issuance or during the Restricted Period (as defined below), in the United States (as defined below) or to or for the account of any United States person (as defined below), other than to certain persons as provided under United States Treasury Regulations. An offer or sale will be considered to be made to a person within the United States if the offeror or seller has an address within the United States for the offeree or purchaser with respect to the offer or sale. In addition, any underwriters, agents and dealers will represent that they have procedures reasonably designed to ensure that their employees or agents who are directly engaged in selling Bearer Notes are aware of the restrictions on the offering, sale, resale or delivery of Bearer Notes.

As used herein, "**United States**" means the United States (including the States and the District of Columbia), its territories and its possessions. "**United States person**" means (i) a citizen or individual resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States, any state thereof or the District of Columbia or (iii) an estate or a trust the income of which is subject to U.S. federal income taxation regardless of its source. "**Restricted Period**" with respect to each Tranche of Notes means the period which begins on the earlier of the settlement date (or the date on which the Issuer receives the proceeds of the sale of Bearer Notes of such Tranche), or the first date on which the Bearer Notes of such Tranche are offered to persons other than the Dealers, and which ends 40 days after the settlement date (or the date on which the Issuer receives the proceeds of the sale of such Bearer Notes); provided that with respect to a Bearer Note held as part of an unsold allotment or subscription, any offer or sale of such Bearer Note by the Issuer or any Dealer shall be deemed to be during the Restricted Period. An "**Ownership Certificate**" is a certificate (in a form to be provided), signed or sent by the beneficial owner of the relevant Bearer Note or by a financial institution or clearing organization through which the beneficial owner holds the Bearer Note providing certification that the beneficial owner is not a United States person or person who has purchased for resale to any United States person as required by United States Treasury Regulations.

Unless otherwise specified in the applicable Final Terms, each Bearer Note will be represented initially by a temporary global Note, without interest coupons which will (a) if the temporary global Note is intended to be issued in NGN form, as stated in the applicable Final Terms, be delivered on or prior to the Original Issue Date of the Tranche of Notes to a Common Safekeeper for Euroclear and Clearstream, Luxembourg or (b) if the temporary global Note is to be issued in CGN form, be delivered on or prior to the Original Issue Date of the Tranche of Notes to a Common Depositary for Euroclear and Clearstream, Luxembourg, or any other recognized or agreed clearing system in the case of a temporary global Note issued in CGN form. Upon deposit of each such temporary global Note, Euroclear or Clearstream, Luxembourg, as the case may be, will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid. The interests of the beneficial owner or owners in a temporary global Note will be exchangeable after the expiration of the Restricted Period (the "**Exchange Date**") for an interest in a permanent global Note which will (a) if the permanent global Note is intended to be issued in NGN form, as stated in the applicable Final Terms, be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg or (b) if the permanent global Note is not intended to be issued in NGN form, be delivered to a Common Depositary for Euroclear and Clearstream, Luxembourg, for credit to the account designated by or on behalf of the beneficial owner thereof, or for definitive Bearer Notes or definitive Registered Notes, as provided in the applicable Final Terms; provided, however, that such exchange will be made only upon receipt of Ownership Certificates in the case of Bearer Notes to which the TEFRA D Rules have been specified to apply.

Registered Notes

If specified in the applicable Final Terms, Notes of each Tranche will be in fully registered form ("**Registered Notes**"). The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will be represented by a global note in registered form (a

"**Regulation S Global Note**"). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of Notes, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Regulation S Global Note will bear a legend regarding such restrictions on transfer.

The Registered Notes of each Tranche may only be offered and sold in the United States or to U.S. persons in private transactions to "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act ("**QIBs**"). The Registered Notes of each Tranche sold to QIBs will be represented by a global note in registered form (a "**Rule 144A Global Note**" and, together with a Regulation S Global Note, the "**Registered Global Notes**").

Registered Global Notes will either (i) be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**"), (ii) be deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg, as specified in the applicable Final Terms (and in either case the "**Register**"). Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

The Rule 144A Global Note will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will be made to the person shown on the Register as the registered holder of the Registered Global Notes. None of the Issuer, any Paying Agent or any Registrar (as defined below) will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will be made to the persons shown on the Register on the relevant Record Date (as defined below) immediately preceding the due date for payment in the manner provided in that paragraph.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons, receipts or talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) in the case of Notes registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depositary for the Notes and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act, (ii) in the case of Notes registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention to permanently cease business or have in fact done so and, in any such case, no successor clearing system is available or (iii) the Issuer is in default.

In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the relevant Registrar.

Exchange and Transfer of Notes

A temporary global Note will be exchangeable in whole but not in part for definitive Bearer Notes (i) if Euroclear and/or Clearstream, Luxembourg or any other agreed clearing system, as applicable, has informed the Issuer that it has or they have, as the case may be, ceased or will cease to act as the clearing system(s) in respect of the relevant temporary global Note or, (ii) if required by law; but only, in each case, in the case of Bearer Notes to which the TEFRA D Rules have been specified to apply and which are represented upon issue by one or more temporary global Notes, on or after the Exchange Date and upon delivery of Ownership Certificates. No definitive Bearer Note will be delivered in or to the United States or to a United States person, except as specifically provided by applicable United States Treasury Regulations. In the event that the relevant temporary global Note is not, in the case of (i) or (ii) above, duly exchanged for definitive Bearer Notes then

the terms of such temporary global Note provide for relevant account holders with Euroclear and Clearstream, Luxembourg and any other agreed clearing system, as applicable, to be able to enforce against the Issuer all rights which they would have had if they had been holding definitive Bearer Notes of the relevant value at the time of such event. Payments by the Issuer to the relevant account holders will be considered as payments to the relevant Noteholder and operate as full and final discharge to the Issuer in this respect.

A permanent global Note will be exchangeable in whole but not in part for definitive Bearer Notes (i) if Euroclear and/or Clearstream, Luxembourg or any other agreed clearing system, as applicable, has informed the Issuer that it has or they have, as the case may be, ceased or will cease to act as the clearing system(s) in respect of the relevant permanent global Note or, (ii) if an Event of Default occurs, unless such event is remedied within seven days of its occurrence. In order to make such request the holder must, not less than 45 days before the date on which delivery of definitive Bearer Notes is required, deposit the relevant permanent global Note with the relevant Paying Agent (as defined below) at its specified office outside the United States for the purposes of the Notes with the form of exchange notice endorsed thereon duly completed. No definitive Bearer Note will be delivered in or to the United States or to a United States person, except as specifically provided by applicable United States Treasury Regulations. In the event that the relevant permanent global Note is not, in the case of (i) or (ii) above, duly exchanged for definitive Bearer Notes then the terms of such permanent global Note provide for relevant account holders with Euroclear and Clearstream, Luxembourg and any other agreed clearing system as applicable, to be able to enforce against the Issuer all rights which they would have had if they had been holding definitive Bearer Notes of the relevant value at the time of such event. Payments by the Issuer to the relevant account holders will be considered as payments to the relevant Noteholder and operate as full and final discharge to the Issuer in this respect.

If specified in the applicable Final Terms, and subject to the terms of the Fiscal Agency Agreement, definitive Bearer Notes (along with all unmatured coupons, and all matured coupons, if any, in default) will be exchangeable at the option of the holder into Registered Notes of any authorized denominations of like tenor and in an equal aggregate principal amount, in accordance with the provisions of the Fiscal Agency Agreement at the office of the relevant Registrar or at the office of any Transfer Agent outside the United States designated by the Issuer for such purpose. See "**Registrars and Transfer Agents**" below. Definitive Bearer Notes surrendered in exchange for Registered Notes after the close of business at any such office (i) on or after any record date for the payment of interest (a "**Regular Record Date**") on a Registered Note on an Interest Payment Date (as defined below) and before the close of business at such office on the date prior to the relevant Interest Payment Date, or (ii) on or after any record date to be established for the payment of defaulted interest on a Registered Note ("**Special Record Date**") and before the opening of business at such office on the related proposed date for payment of defaulted interest, shall be surrendered without the coupon relating to such date for payment of interest. Definitive Bearer Notes will be exchangeable for definitive Bearer Notes in other authorized denominations, in an equal aggregate principal amount, in accordance with the provisions of the Fiscal Agency Agreement and at the offices of any Paying Agent outside the United States appointed by the Issuer for such purpose. See "**Registrars and Transfer Agents**" below.

Registered Notes will be exchangeable for Registered Notes in other authorized denominations, in an equal aggregate principal amount upon surrender of any such Notes to be exchanged at the offices of the relevant Registrar or any transfer agent designated by the Issuer for such purpose. Registered Notes will not be exchangeable for Bearer Notes. Registered Notes may be presented for registration of transfer at the offices of the relevant Registrar or any transfer agent designated by the Issuer and for such purpose. See "**Registrars and Transfer Agents**" below. No service charge will be made for any registration of transfer or exchange of Notes but the Issuer may require payment of a sum sufficient to cover any transfer taxes payable in connection therewith. Except as described above, Bearer Notes and any coupons appertaining thereto will be transferable by delivery. See "**Forms of Notes—Bearer Notes**" above.

The Issuer shall not be required (i) to register the transfer of or exchange Notes to be redeemed for a period of fifteen calendar days preceding the first publication of the relevant notice of redemption, or if Registered Notes are outstanding and there is no publication, the mailing of the relevant notice of redemption, (ii) to register the transfer of or exchange any Registered Note selected for redemption or surrendered for optional repayment, in whole or in part, except the unredeemed or unpaid portion of any such Registered Note being redeemed or repaid, as the case may be, in part, (iii) to exchange any Bearer Note selected for redemption or surrendered for optional repayment, except that such Bearer Note may be exchanged for a Registered Note of like tenor, provided that such Registered Note shall be simultaneously surrendered for redemption or repayment, as the case may be, or (iv) to register transfer of or exchange any Notes surrendered for optional repayment, in whole or in part.

Payments and Paying Agents

Principal and premium, if any, and interest, if any, payable on a Bearer Note represented by a temporary global Note or any portion thereof in respect of an Interest Payment Date will be paid in the Specified Currency (unless otherwise specified in the applicable Final Terms) by the relevant Paying Agent to each of Euroclear and Clearstream, Luxembourg, as the case may be, with respect to that portion of such temporary global Note held for its account (upon presentation to the Paying Agent of the temporary global Note, if the temporary global Note is not issued in NGN form) and, in the case of a Note to which the TEFRA D Rules have been specified to apply, upon delivery of an Ownership Certificate signed by Euroclear or Clearstream, Luxembourg, as the case may be, dated no earlier than such Interest Payment Date, which certificate must be based on Ownership Certificates provided to Euroclear or Clearstream, Luxembourg, as the case may be, by its member organizations. Each of Euroclear and Clearstream, Luxembourg, as the case may be, will in such circumstances credit any principal and interest received by it in respect of such temporary global Note or any portion thereof to the accounts of the beneficial owners thereof.

Principal and premium, if any, and interest, if any, payable on a Bearer Note represented by a permanent global Note in respect of an Interest Payment Date will be paid in the Specified Currency (unless otherwise specified in the applicable Final Terms) by the relevant Paying Agent to each of Euroclear and Clearstream, Luxembourg, as the case may be, with respect to that portion of such permanent global Note held for its account (upon presentation to the relevant Paying Agent of the permanent global Note if the permanent global Note is not issued in NGN form). Each of Euroclear and Clearstream, Luxembourg will in such circumstances credit any principal and interest received by it in respect of such permanent global Note to the respective accounts of the beneficial owners of such permanent global Note at maturity, redemption or repayment or on such Interest Payment Date, as the case may be. If a Registered Note is issued in exchange for a permanent global Note after the close of business at the office or agency where such exchange occurs (a) on or after any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (b) on or after any Special Record Date and before the opening of business at such office or agency on the related proposed date for payment of defaulted interest, any interest or defaulted interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of such Registered Note, but will be payable on such Interest Payment Date or proposed date for payment, as the case may be, only to Euroclear and Clearstream, Luxembourg, and Euroclear and Clearstream, Luxembourg will in such circumstances credit any such interest to the account of the beneficial owner of such permanent global Note on such Regular Record Date or Special Record Date, as the case may be. Payment of principal and of premium, if any, and any interest due at maturity, redemption or repayment (in the event, with respect to payment of interest, that any such maturity date or redemption or repayment date is other than an Interest Payment Date) in respect of any permanent global Note will be made to Euroclear and Clearstream, Luxembourg in immediately available funds.

Payments of principal and of premium, if any, and interest on definitive Bearer Notes will be made in immediately available funds in the Specified Currency (unless otherwise specified in the applicable Final Terms), subject to any applicable laws and regulations, only against presentation and surrender of such Note and any coupons at the offices of a Paying Agent outside the United States or, at the option of the holder by wire transfer of immediately available funds to an account maintained by the payee with a bank located outside the United States if appropriate wire instructions have been received by a Paying Agent not less than 10 calendar days prior to an applicable payment date. No payment with respect to any Bearer Note will be made at any office or agency of the Issuer in the United States or by wire transfer to an account maintained with a bank located in the United States, except as may be permitted under United States federal tax laws and regulations then in effect. Notwithstanding the foregoing, payments of principal and of premium, if any, and interest on Bearer Notes denominated and payable in U.S. Dollars will be made at the office of the paying agent of the Issuer, in the Borough of Manhattan, The City of New York, if and only if (i) payment of the full amount thereof in U.S. Dollars at all offices or agencies outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (ii) such paying agent in the Borough of Manhattan, The City of New York, under applicable law and regulations, would be able to make such payment.

Payment of principal and of premium, if any, and interest on Registered Notes at maturity or upon redemption or repayment will be made in immediately available funds in the Specified Currency (unless otherwise specified in the applicable Final Terms) against presentation of such Note at the office of the relevant Paying Agent. Payment of interest on Registered Notes will be made to the person in whose name such Note is registered at the close of business on the Regular Record Date next preceding the Interest Payment Date either by check mailed to the address of the person entitled thereto as such address shall appear in the security register or by wire transfer to an account selected by the person entitled thereto if appropriate wire

instructions have been received by the relevant Paying Agent not less than 10 calendar days prior to the applicable payment date; provided, however, that (i) if the Issuer fails to pay such interest on such Interest Payment Date, such defaulted interest will be paid to the person in whose name such Note is registered at the close of business on the Special Record Date and (ii) interest payable at maturity, redemption or repayment will be payable to the person to whom principal shall be payable. The first payment of interest on any Registered Note originally issued between a Regular Record Date and an Interest Payment Date will be made on the Interest Payment Date following the next succeeding Regular Record Date to the registered owner on such next Regular Record Date. Interest rates and interest rate formulae are subject to change by the Issuer from time to time but no such change will affect any Note theretofore issued. Unless otherwise specified in the applicable Final Terms, the Interest Payment Dates and the Regular Record Dates for Fixed Rate Notes shall be as described below under "**Fixed Rate Notes**." The Interest Payment Dates for Floating Rate Notes shall be as indicated in the applicable Final Terms and in such Note, and, unless otherwise specified in the applicable Final Terms, each Regular Record Date for a Registered Floating Rate Note will be the calendar day (whether or not a Business Day) next preceding each Interest Payment Date.

Payments of principal, interest and any other amount in respect of the Registered Notes will, in the absence of provision to the contrary, be made to the person shown on the Register on the relevant Record Date (as defined below) as the registered holder of the Registered Notes. None of the Issuer, any Paying Agent, any Transfer Agent or any Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Payments of interest in respect of Registered Notes shall be made to the person shown on the Register at the close of business on the date specified in the applicable Final Terms (the "**Record Date**"). For the avoidance of doubt, the Record Date for Registered Notes that are held through an ICSD shall be the business day prior to each Interest Payment Date.

Pursuant to the Fiscal Agency Agreement, the Issuer has initially designated Citibank, N.A., London Branch as its Paying agent (in such capacity, and including any successor non-U.S. paying agent appointed thereunder, the "**Paying Agent**" and, together with any other paying agents appointed by the Issuer, the "**Paying Agents**") for all issuances of Notes under the Program after September 30, 2022.

So long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market, there will at all times be a Paying Agent with a specified office in each location, if any, required by the rules and regulations of the relevant stock exchange(s), competent authority(ies) and/or market(s) on or by which such Notes are listed and/or admitted to trading. So long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market and the rules of such exchange, competent authority and/or market so require, the Issuer will notify the holders of its Notes in the manner specified under "**Notices**" below in the event that the Issuer appoints a Paying Agent with respect to such Notes other than the Paying Agents designated as such in this Base Prospectus or in the applicable Final Terms.

Any monies paid by the Issuer to any Paying Agent for the payment of principal of, premium, if any and interest (and Additional Amounts, if any) with respect to the Notes and remaining unclaimed at the end of one month after the date on which such monies first became payable shall be repaid to the Issuer and the holders of the Notes shall thereafter look only to the Issuer for payment. The Notes shall become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date therefor.

"**Entitlement**" is defined to include any distribution of cash or securities, being the payment due date, as determined by the terms and conditions, for cash or the settlement date for securities.

"**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of moneys payable has not been duly received by the Fiscal Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the holders of the Notes as described under "**Notices**" below.

Registrars and Transfer Agents

For all issuances of Notes under the Program after September 30, 2022, pursuant to the Fiscal Agency Agreement, the Issuer has initially designated Citibank, N.A., London Branch as registrar (in such capacity and including any successor registrar appointed thereunder, the "**Registrar**," and, together with any other

registrar appointed by the Issuer, the "**Registrars**") in respect of (i) the Rule 144A Global Notes and also the Regulation S Global Notes which are deposited with a custodian for, and registered in the name of a nominee of, DTC and (ii) in respect of the Regulation S Global Notes which are deposited with a common depositary for, and registered in the name of a common nominee of Euroclear, Clearstream or any other clearing system. Additionally, pursuant to the Fiscal Agency Agreement, the Issuer has initially designated Citibank, N.A., London Branch as transfer agent (in such capacity and including any successor transfer agent appointed thereunder, the "**Transfer Agent**," and, together with any other transfer agent appointed by the Issuer, the "**Transfer Agents**") in respect of the Notes for all issuances of Notes under the Program after September 30, 2022.

For so long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market, the Issuer will maintain a Transfer Agent with a specified office in each location required by the rules and regulations of the relevant stock exchange, competent authority and/or market. Any initial designation by the Issuer of a Registrar or a Transfer Agent may be rescinded at any time. The Issuer may at any time designate additional Transfer Agents with respect to the Notes. So long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market and the rules of such exchange, competent authority and/or market so require, the Issuer will notify the holders of its Notes in the manner specified under "**Notices**" below in the event that the Issuer appoints a Registrar or Transfer Agent with respect to such Notes other than the Registrar and Transfer Agents designated as such in this Base Prospectus or in the applicable Final Terms.

Optional Redemption

Each applicable Final Terms will indicate either that the relevant Tranche of Notes of a Series cannot be redeemed prior to maturity (other than as provided under "Redemption Prior to Maturity Solely for Taxation Reasons" below) or that the Notes will be redeemable at the option of the Issuer, and such Final Terms shall specify the price at which such Notes are to be redeemed, including, but not limited to, any USD Make Whole Amount or Non-USD Make Whole Amount, in each case as defined below (the "**Optional Redemption Price**") and the relevant date upon which such Notes will be so redeemed (each such date, an "**Issuer Optional Redemption Date**"); provided, however, that Notes denominated in currencies other than U.S. Dollars may be subject to different restrictions on redemption as set forth under "Special Provisions Relating to Foreign Currency Notes—Minimum Denominations, Restrictions on Maturities, Repayment and Redemption" herein. Notice of any redemption to holders of Bearer Notes shall be published as described under "Notices" below once in each of three successive calendar weeks, the first publication to be not less than 30 nor more than 60 calendar days prior to the Issuer Optional Redemption Date. Notice of any redemption to holders of Registered Notes shall be provided as described under "Notices" below at least 30 and not more than 60 calendar days prior to the Issuer Optional Redemption Date.

Optional Redemption by Issuer in Foreign Currency

The "**Non-USD Make Whole Amount**" per Note shall be an amount equal to the sum of: (i) the principal amount of the relevant Note to be redeemed; (ii) the Applicable Premium; and (iii) accrued interest thereon to the Issuer Optional Redemption Date and any Additional Amounts payable with respect thereto. "**Applicable Premium**" means the excess, if any, of (i) the present value, discounted with the Benchmark Yield plus a spread to be indicated in the applicable Final Terms, on such redemption date of (A) the principal amount per Note, plus (B) all remaining scheduled interest payments per Note to (but excluding interest accrued through the Issuer Optional Redemption Date), over (ii) the principal amount per Note. The "**Benchmark Yield**" shall be the yield to maturity at the Redemption Calculation Date of a benchmark security with a constant maturity (as compiled and published in a publicly available source of market data selected by the Issuer) most nearly equal to the period from the Issuer Optional Redemption Date to the Maturity Date; provided, however, that if the period from the Issuer Optional Redemption Date to the Maturity Date is not equal to the constant maturity of such benchmark security for which a weekly average yield is given, the Benchmark Yield shall be obtained by a linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of such benchmark security for which such yields are given, except that if the period from the Issuer Optional Redemption Date to the Maturity Date is less than one year, the weekly average yield on such actually traded benchmark security adjusted to a constant maturity of one year shall be used. "**Redemption Calculation Date**" means the sixth Business Day prior to the date on which the Notes are redeemed pursuant to this section.

Optional Redemption by Issuer in USD

The "**USD Make Whole Amount**" per Note shall be an amount equal to the greater of (i) 100% of the principal amount of the Notes and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to the date of redemption) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus an amount of basis points to be specified in the applicable Final Terms, plus, in each case, accrued interest thereon to the date of redemption and any Additional Amounts payable with respect thereto.

On and after the redemption date, interest on the Notes or any portion of the Notes called for redemption will cease to accrue (unless the Issuer defaults in the payment of the redemption price and accrued interest). On or before the redemption date, the Issuer will deposit with the relevant Paying Agent funds sufficient to pay the redemption price and accrued interest, through the redemption date, on the Notes subject to redemption. If the redemption date falls after a record date but on or prior to the corresponding interest payment date, the Issuer will pay accrued interest to the holder of record on the corresponding record date, which may or may not be the person who will receive payment of the redemption price (which will exclude such accrued interest). If less than all the Notes are to be redeemed, the Notes to be redeemed that are held through a clearing system will be selected in accordance with the procedures of such clearing system and Notes not held through a clearing system by lot or pro rata.

"**Comparable Treasury Issue**" means the United States Treasury security or securities selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes.

"**Comparable Treasury Price**" means, with respect to any redemption date, (A) the average, as calculated by the Issuer, of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (B) if the Issuer obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"**Independent Investment Banker**" means one of the Reference Treasury Dealers appointed by the Issuer.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Issuer, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by such Reference Treasury Dealer at 3:30 p.m. New York time on the third business day preceding such redemption date.

"**Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"**Reference Treasury Dealer**" means each of the Dealers specified in the applicable Final Terms, or their respective affiliates or successors which are primary U.S. government securities Dealers, and no less than two other leading primary U.S. government securities Dealers in the City of New York reasonably designated by the Issuer; provided, however, that if any of the foregoing or their affiliates shall cease to be a primary U.S. government securities dealer in the City of New York (a "Primary Treasury Dealer"), the Issuer shall substitute therefor another Primary Treasury Dealer.

Repayment at the Noteholders' Option; Repurchase

If applicable, the Final Terms applicable to the Notes of a Tranche will indicate that such Notes will be repayable at the option of the holder on a date or dates specified prior to their stated maturity date (such option, "**Optional Repayment**" and each such date, a "**Noteholder Optional Redemption Date**") and, unless otherwise specified in the applicable Final Terms, at a price equal to 100% of the principal amount outstanding thereof, together with accrued interest to, but not including, the relevant Noteholder Optional Redemption Date; provided, however, that Notes denominated in currencies other than U.S. Dollars may be subject to different restrictions on repayment as set forth under "**Special Provisions Relating to Foreign Currency Notes—Minimum Denominations, Restrictions on Maturities, Repayment and Redemption**" herein. If no

Noteholder Optional Redemption Date is included with respect to a Note, such Note will not be repayable at the option of the holder prior to its maturity.

In order for such a Note to be repaid, and unless provided otherwise in the applicable Final Terms, the relevant Paying Agent must receive at least 30 but not more than 60 calendar days prior to the Noteholder Optional Redemption Date, (i) the Note with the form entitled "**Option to Elect Repayment**" on the reverse of the Note duly completed or (ii) a telegram, facsimile transmission or letter from a commercial bank or trust company in Western Europe or the United States which must set forth the name of the holder of the Note (in the case of a Registered Note only), the principal amount of the Note, the principal amount of the Note to be repaid, the certificate number or a description of the tenor and terms of the Note, a statement that the option to elect repayment is being exercised thereby and a guarantee that the Note to be repaid, together with the duly completed form entitled "**Option to Elect Repayment**" on the reverse of the Note, will be received by the relevant Paying Agent not later than the fifth Business Day after the date of such telegram, facsimile transmission or letter; provided, however, that such telegram, facsimile transmission or letter from a commercial bank or trust company in Western Europe or the United States shall only be effective in such case if such Note and form duly completed are received by the relevant Paying Agent by such fifth Business Day. In the case of Global Notes, holders who wish to tender their Notes will be required to comply with the operating procedures for the relevant clearing system where such Notes are deposited. Exercise of the repayment option by the holder of a Note will be irrevocable. The repayment option may be exercised by the holder of a Note for less than the entire principal amount of the Note but, in that event, the principal amount of the Note remaining outstanding after repayment must be an authorized denomination. Partial redemption with respect to Notes in NGN form will be reflected in the records of Euroclear and Clearstream, Luxembourg as either pool factor (whereby a percentage reduction is applied to the nominal amount) or reduction in nominal amount, at their discretion.

The Issuer may at any time purchase Notes at any price in the open market or otherwise. Notes purchased by the Issuer will be surrendered to the Fiscal Agent for cancellation.

Redemption Prior to Maturity Solely for Taxation Reasons

The Issuer may at its election, subject to applicable Chilean law, redeem any Series of the Notes in whole, but not in part, upon giving not less than 30 nor more than 60 days' notice to the holders of the Notes of such Series, at their principal amount outstanding, plus Additional Amounts (as defined in "—Payment of Additional Amounts"), if any, together with accrued but unpaid interest to the date fixed for redemption, if:

(i) the Issuer certifies to the Fiscal and Paying Agent and any other relevant Paying Agent immediately prior to the giving of such notice that the Issuer has or will become obligated to pay Additional Amounts with respect to such Series of Notes (in excess of the 4.0% withholding tax payable on payments of interest on such Series of Notes) as a result of any change in or amendment to the laws or regulations of a Relevant Taxing Jurisdiction (as defined below), or any change in the application or official interpretation of such laws or regulations, which change or amendment occurs after the date of issuance of such Series of Notes; and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to the Issuer;

provided, however, that no such notice of redemption shall be given earlier than 60 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts if a payment in respect of any such Series of Notes were then due. For the avoidance of doubt, a change in the jurisdiction of the Paying Agents shall be considered a reasonable measure.

Before giving notice of redemption, the Issuer shall deliver to the Fiscal and Paying Agent and any other relevant Paying Agent an officers' certificate stating that the Issuer is entitled to effect such redemption in accordance with the terms set forth in the Fiscal Agency Agreement and setting forth in reasonable detail a statement of the facts relating thereto. The statement will be accompanied by a written opinion of counsel to the effect, among other things, that:

(i) the Issuer has become obligated to pay the Additional Amounts as a result of a change or amendment described above;

(ii) the Issuer cannot avoid payment of the Additional Amounts by taking reasonable measures available to the Issuer; and

(iii) all governmental approvals necessary for the Issuer to effect the redemption have been obtained and are in full force and effect or specifying any such necessary approvals that as of the date of such opinion have not been obtained.

Interest and Interest Rates

General

Each Note will bear interest at either:

(a) a fixed rate; or

(b) a floating rate determined by reference to an interest rate basis, which may be adjusted by a Spread and/or Spread Multiplier (as defined below). Any Floating Rate Note may also have either or both of the following:

(i) a maximum interest rate limitation, or ceiling, on the rate at which interest may accrue during any interest period; and

(ii) a minimum interest rate limitation, or floor, on the rate at which interest may accrue during any interest period, provided that if no minimum interest rate is specified or if the Final Terms indicate that the minimum interest rate is "not applicable," then the minimum interest rate shall be zero.

The applicable Final Terms will designate:

(a) a fixed rate per annum, in which case such Notes will be "**Fixed Rate Notes**"; or

(b) one or more of the following interest rate bases as applicable to such Notes, in which case such Notes will be "**Floating Rate Notes**":

(i) the CD Rate, in which case such Notes will be "**CD Rate Notes**";

(ii) the Commercial Paper Rate, in which case such Notes will be "**Commercial Paper Rate Notes**";

(iii) the Eleventh District Cost of Funds Rate, in which case such Notes will be "**Eleventh District Cost of Funds Rate Notes**";

(iv) the Federal Funds Rate, in which case such Notes will be "**Federal Funds Rate Notes**";

(v) LIBOR, in which case such Notes will be "**LIBOR Notes**";

(vi) EURIBOR, in which case such Notes will be "**EURIBOR Notes**";

(vii) SOFR, in which case such Notes will be "**SOFR Notes**";

(viii) the Treasury Rate, in which case such Notes will be "**Treasury Rate Notes**"; or

(ix) the Prime Rate, in which case such Notes will be "**Prime Rate Notes**."

Each Note will bear interest from its date of issue or from the most recent date to which interest on such Note has been paid or duly provided for, at the annual rate, or at a rate determined pursuant to an interest rate formula, stated herein. Interest will accrue on a Note until the principal thereof is paid or made available for payment.

Interest will be payable on each Interest Payment Date and at maturity or on redemption or repayment, if any, except for:

(a) certain OID Notes; and

(b) Notes originally issued between a Regular Record Date and an Interest Payment Date.

The first payment of interest on any Registered Note originally issued between a Regular Record Date and an Interest Payment Date will be made on the Interest Payment Date following the next succeeding Regular Record Date. Such interest will be payable by the Issuer to the registered owner on such next Regular Record Date.

Interest will be payable on a Registered Note on each Interest Payment Date to the person in whose name such Note is registered at the close of business on the Regular Record Date next preceding the Interest Payment Date; provided, however, that:

(a) if the Issuer fails to pay such interest on such Interest Payment Date, such defaulted interest will be paid to the person in whose name such Registered Note is registered at the close of business on the record date to be established for the payment of defaulted interest; and

(b) interest payable at maturity, redemption or repayment will be payable to the person to whom principal shall be payable.

Unless otherwise specified in the applicable Final Terms:

(a) for Fixed Rate Notes, the Interest Payment Dates and any Regular Record Dates shall be as described below under "**Fixed Rate Notes**"; and

(b) for Floating Rate Notes:

(i) the Interest Payment Dates shall be as indicated in the applicable Final Terms and in such Note; and

(ii) any Regular Record Date will be the Business Day next preceding each Interest Payment Date.

"**LIBOR**" means the London Inter-bank Offered Rate for deposits in a Designated LIBOR Currency.

"**Spread**" means the number of basis points expressed as a percentage (one basis point equals one-hundredth of a percentage point) that the calculation agent will add or subtract from the related Interest Rate Basis or Bases applicable to a Floating Rate Note.

"**Spread Multiplier**" means the percentage of the related Interest Rate Basis or Bases applicable to a Floating Rate Note by which the calculation agent will multiply such Interest Rate Basis or Bases to determine the applicable interest rate on such Floating Rate Note.

Fixed Rate Notes

General. Each Fixed Rate Note will bear interest at the annual rate specified in the Note and in the applicable Final Terms (the "**Fixed Rate of Interest**"). Interest on the Fixed Rate Notes will be paid on the dates specified in the applicable Final Terms (each, a "**Fixed Interest Payment Date**"). The Regular Record Dates for Fixed Rate Notes in registered form will be on the dates specified in the applicable Final Terms. In the event that any Fixed Interest Payment Date or Maturity Date for any Fixed Rate Note is not a Business Day, interest on such Fixed Rate Note will be paid on the next succeeding Business Day without additional interest. If interest is required to be calculated for a period other than a Fixed Interest Period (as defined below), such interest shall be calculated by applying the Fixed Rate of Interest to each specified denomination of the Notes of such Series, multiplying such sum by the applicable Fixed Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards, or otherwise in accordance with applicable market convention.

Day Count Fraction. "**Fixed Day Count Fraction**" means:

(1) unless otherwise specified in the Final Terms, in the case of Notes denominated in a currency other than U.S. Dollars, "Actual/Actual (ICMA)," meaning:

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

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

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and

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

(2) in the case of Notes denominated in U.S. Dollars "30/360," meaning the number of days in the period from and including the most recent Fixed Interest Payment Date (or, if none, the Interest Commencement Date (as specified in the applicable Final Terms)) to but excluding the relevant payment date (such number of days being calculated on the basis of a year of 360 days with twelve 30-day months) divided by 360.

Where:

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

"**Fixed Interest Period**" means the period from (and including) a Fixed Interest Payment Date (or, if none, the Interest Commencement Date (as specified in the applicable Final Terms)) to (but excluding) the next (or first) Fixed Interest Payment Date.

"**sub-unit**" means, with respect to any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to Euro, means one cent.

Floating Rate Notes

General. Floating Rate Notes generally will be issued as described below. Each applicable Final Terms will specify the following terms with respect to which such Floating Rate Note is being delivered:

(a) whether such Floating Rate Note is a Regular Floating Rate Note, a Floating Rate/Fixed Rate Note or an Inverse Floating Rate Note, each as defined below;

(b) the Interest Rate Basis or Bases, Initial Interest Rate, Interest Reset Dates, Interest Reset Period, Regular Record Dates (if any) and Interest Payment Dates;

(c) the Index Maturity;

(d) the Spread and/or Spread Multiplier, if any;

(e) the maximum interest rate and minimum interest rate, if any (provided that if no minimum interest rate is specified or if the Final Terms indicate that the minimum interest rate is "not applicable," then the minimum interest rate shall be zero); and

(f) the Designated LIBOR Currency, if one or more of the specified Interest Rate Bases is LIBOR.

The Issuer may change the Spread, Spread Multiplier, Index Maturity and other variable terms of the Floating Rate Notes from time to time. However, no such change will affect any Floating Rate Note previously issued or as to which an offer has been accepted by the Issuer.

The interest rate in effect on each day shall be:

(a) if such day is an Interest Reset Date, the interest rate determined on the Interest Determination Date immediately preceding such Interest Reset Date; or

(b) if such day is not an Interest Reset Date, the interest rate determined on the Interest Determination Date immediately preceding the next preceding Interest Reset Date.

Regular Floating Rate Note; Floating Rate/Fixed Rate Note; Inverse Floating Rate Note

The Interest Rate Basis applicable to each Regular Floating Rate Note, Floating Rate/Fixed Rate Note and Inverse Floating Rate Note may be subject to a Spread or Spread Multiplier, provided that the interest rate on an Inverse Floating Rate Note will not be less than zero.

Regular Floating Rate Note. A Regular Floating Rate Note will bear interest at the rate determined by reference to the applicable Interest Rate Basis. The rate at which interest shall be payable shall be reset as of each Interest Reset Date commencing on the Initial Interest Reset Date. However:

(a) the interest rate in effect for the period from the Original Issue Date to the Initial Interest Reset Date will be the Initial Interest Rate; and

(b) the interest rate in effect for the ten calendar days immediately prior to a Maturity Date shall be that in effect on the tenth calendar day preceding such Maturity Date, unless otherwise specified in the applicable Final Terms.

Floating Rate/Fixed Rate Note. A Floating Rate/Fixed Rate Note will initially bear interest at the rate determined by reference to the applicable Interest Rate Basis. The rate at which interest shall be payable shall be reset as of each Interest Reset Date commencing on the Initial Interest Reset Date. However:

(a) the interest rate in effect for the period from the Original Issue Date to the Initial Interest Reset Date will be the Initial Interest Rate;

(b) the interest rate in effect for the 10 calendar days immediately prior to the fixed rate commencement date shall be that in effect on the tenth calendar day preceding the fixed rate commencement date, unless otherwise specified in the applicable Final Terms; and

(c) the interest rate in effect commencing on, and including, the fixed rate commencement date to the Maturity Date shall be the Fixed Interest Rate, if such rate is specified in the applicable Final Terms, or if no such Fixed Interest Rate is so specified and the Floating Rate/Fixed Rate Note is still outstanding on such day, the interest rate in effect thereon on the day immediately preceding the fixed rate commencement date.

Inverse Floating Rate Note. An Inverse Floating Rate Note will bear interest equal to the Fixed Interest Rate specified in the related Final Terms minus the rate determined by reference to the Interest Rate Basis. The rate at which interest is payable shall be reset as of each Interest Reset Date commencing on the Initial Interest Reset Date. However:

(a) the interest rate in effect for the period from the Original Issue Date to the Initial Interest Reset Date will be the Initial Interest Rate; and

(b) the interest rate in effect for the ten calendar days immediately prior to a Maturity Date shall be that in effect on the tenth calendar day preceding such Maturity Date, unless otherwise specified in the applicable Final Terms.

Interest Rate Bases

Each Floating Rate Note will have one or more of the following interest rate bases, as specified in the Final Terms:

(a) the CD Rate;

(b) the Commercial Paper Rate;

(c) the Eleventh District Cost of Funds Rate;

(d) the Federal Funds Rate;

(e) LIBOR;

(f) EURIBOR;

(g) SOFR;

(h) the Treasury Rate;

(i) the Prime Rate; or

(j) the lowest of two or more Interest Rate Bases.

Date of Interest Rate Change

The interest rate on each Floating Rate Note may be reset daily, weekly, monthly, quarterly, semi-annually or annually, as specified in the applicable Final Terms (this period is the "**Interest Reset Period**" and the first day of each Interest Reset Period is the "**Interest Reset Date**").

If an Interest Reset Date for any Floating Rate Note falls on a day that is not a Business Day, it will be postponed to the following Business Day, except that if that Business Day is in the next calendar month, the Interest Reset Date will be the immediately preceding Business Day.

How Interest Is Calculated

General. The Issuer will appoint a calculation agent to calculate interest rates on the Floating Rate Notes. Unless it was otherwise specified in the applicable Final Terms, Bank of America, National Association, London Branch is the calculation agent for each Series of Floating Rate Notes issued under the Program prior to September 30, 2022 and Citibank, N.A, London Branch will be the calculation agent for each Series of Floating Rate Notes issued under the Program after September 30, 2022. Floating Rate Notes will accrue interest from and including the original issue date or the last date to which the Issuer has paid or provided for interest, to but excluding the applicable Interest Payment Date, as described below, or the Maturity Date, as the case may be. However, in the case of Registered Notes that are Floating Rate Notes on which the interest rate is reset daily or weekly, each interest payment will include interest accrued from and including the date of issue or from but excluding the last Regular Record Date on which, unless otherwise specified in the applicable Final Terms, interest has been paid, through and including the Regular Record Date next preceding the applicable Interest Payment Date, and provided further that the interest payments on Floating Rate Notes made on the Maturity Date will include interest accrued to but excluding such Maturity Date.

Day Count Fraction. The amount of interest (the "**Interest Amount**") payable on any Series of Floating Rate Notes shall be calculated with respect to each specified denomination of such Floating Rate Notes of such Series for the relevant Interest Reset Period. Each Interest Amount shall be calculated by applying the relevant

Interest Rate Basis, Spread and/or Spread Multiplier to each specified denomination and multiplying such sum by the applicable Floating Day Count Fraction.

"Floating Day Count Fraction" means, in respect of the calculation of the Interest Amount for any Interest Reset Period:

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

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

(b) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Interest Reset Period divided by 360;

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Reset Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Reset Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Reset Period, unless such number is 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Reset Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Reset Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Reset Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Reset Period, unless such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Reset Period, unless such number would be 31, in which case D2 will be 30; and

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Reset Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Reset Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Reset Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Reset Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Reset Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

Unless otherwise specified in the applicable Final Terms, the Day Count Fraction in respect of the calculation of the Interest Amount on any Floating Rate Note will (a) in the case of a Note denominated in U.S. Dollars, be Actual/360 or (b) in the case of a Note denominated in any other Specified Currency, be Actual/Actual. Notes for which the interest rate may be calculated with reference to two or more Interest Rate Bases will be calculated in each period by selecting one such Interest Rate Basis for such period. For these calculations, the interest rate in effect on any Interest Reset Date will be the new reset rate.

The calculation agent will round all percentages resulting from any calculation of the rate of interest on a Floating Rate Note, to the nearest 1/100,000 of 1% (0.0000001), with five one-millionths of a percentage point rounded upward (*e.g.*, 9.876545% (or 0.09876545) would be rounded to 9.87655% (or 0.0987655)) and the calculation agent will round all currency amounts used in or resulting from any calculation to the nearest one-hundredth of a unit (with 0.005 of a unit being rounded upward).

The calculation agent will promptly, and no later than the fourth Business Day, notify the Fiscal Agent and the Issuer of each determination of the interest rate. The calculation agent will also notify the relevant stock exchange, competent authority and/or market (in the case of Notes that are listed or admitted to trading on or by a stock exchange, competent authority and/or market) and the relevant Paying Agents of the interest rate, the interest amount, the interest period and the Interest Payment Date related to each Interest Reset Date as soon as such information is available, and no later than the first Business Day of the interest period. The relevant Paying Agents will make such information available to the holders of Notes. The Fiscal Agent will, upon the request of the holder of any Floating Rate Note, provide the interest rate then in effect and, if determined, the interest rate which will become effective as a result of a determination made with respect to the most recent Interest Determination Date relating to such Note.

So long as any Notes are listed on or by any exchange, competent authority and/or market and the rules of such exchange(s), competent authority(ies) and/or market(s) so require, the Issuer shall maintain a calculation agent for the Notes, and the Issuer will notify the holders of its Notes in the manner specified under "Notices" below in the event that the Issuer appoints a calculation agent with respect to such Notes other than the calculation agent designated as such in the applicable Final Terms.

When Interest Is Paid

The Issuer will pay interest on Floating Rate Notes on the dates specified in the applicable Final Terms. Each such date upon which the Issuer is required to pay interest is an "**Interest Payment Date**." The Issuer will also pay interest on the relevant Floating Rate Notes at the Maturity Date.

If an Interest Payment Date (other than the Maturity Date) for a Floating Rate Note falls on a day that is not a Business Day, the Issuer will postpone payment of interest to the following Business Day at which time the Issuer will pay additional interest that has accrued up to but excluding such following Business Day, except that if that Business Day would fall in the next calendar month, the Interest Payment Date will be the immediately preceding Business Day.

If the Maturity Date for a Floating Rate Note falls on a day that is not a Business Day, the Issuer will make the payment on the next Business Day, without additional interest.

Date of Interest Rate Determination

The interest rate for each Interest Reset Period commencing on the Interest Reset Date will be the rate determined on the relevant Interest Determination Date for such Interest Reset Date for the relevant type of Floating Rate Note, as set forth in the applicable Final Terms.

Types of Floating Rate Notes

CD Rate Notes

Each CD Rate Note will bear interest at a specified rate that will be reset periodically based on the CD Rate and any Spread and/or Spread Multiplier.

"**CD Rate**" means, with respect to any Interest Determination Date, the rate on that Interest Determination Date for negotiable certificates of deposit having the specified Index Maturity as published in H.15(519) under the heading "**CDs (secondary market)**."

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate is not published in H.15(519) prior to 3:00 p.m., New York City time, on the Interest Determination Date, then the CD Rate will be the rate for negotiable certificates of deposit having the specified Index Maturity as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**CDs (secondary market)**."

(b) If the rate is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, the CD Rate will be the average of the secondary market offered rates, as of 10:00 a.m., New York City time, of three leading non-bank dealers of negotiable U.S. Dollar certificates of deposit in The City of New York selected by the Issuer or its designee (which may be an affiliate of the Issuer) for negotiable certificates of deposit of major money market banks with a remaining maturity closest to the specified Index Maturity in a denomination of U.S.$5,000,000.

(c) If fewer than three dealers are providing quotes, the rate will be the same as the rate used in the prior interest period.

"**H.15(519)**" means the publication entitled "**Statistical Release H.15(519), Selected Interest Rates,**" or any successor publication published by the Board of Governors of the United States Federal Reserve System.

"**H.15 Daily Update**" means the daily update of H.15(519), available through the world-wide web site of the Board of Governors of the United States Federal Reserve System at http://www.federalreserve.gov/releases/H15/update/, or any successor service.

Commercial Paper Rate Notes

Each Commercial Paper Rate Note will bear interest at a specified rate that will be reset periodically based on the Commercial Paper Rate and any Spread and/or Spread Multiplier.

"**Commercial Paper Rate**" means, with respect to any Interest Determination Date, the Money Market Yield of the rate on that Interest Determination Date for commercial paper having the specified Index Maturity as published in H.15(519) under the heading "**Commercial Paper Nonfinancial**."

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate is not published in H.15(519) prior to 3:00 p.m., New York City time, on the Interest Determination Date, then the Commercial Paper Rate will be the Money Market Yield of the rate for commercial paper having the specified Index Maturity as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**Commercial Paper Nonfinancial**."

(b) If the rate is not published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, the Commercial Paper Rate will be the Money Market Yield of the average for the offered rates, as of 11:00 a.m., New York City time, on that Interest Determination Date, of three leading dealers of commercial paper in The City of New York selected by the Issuer or its designee (which may be an affiliate of the Issuer) for commercial paper having the specified Index Maturity placed for an industrial issuer whose bond rating is "AA," or the equivalent, by a nationally recognized rating agency.

(c) If fewer than three dealers are providing quotes, the rate will be the same as the rate used in the prior interest period.

"**Money Market Yield**" means a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "D" refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal, and "M" refers to the actual number of days in the period for which interest is being calculated.

Eleventh District Cost of Funds Rate Notes

Each Eleventh District Cost of Funds Rate Note will bear interest at a specified rate that will be reset periodically based on the Eleventh District Cost of Funds Rate and any Spread and/or Spread Multiplier.

"**Eleventh District Cost of Funds Rate**" means, with respect to any Interest Determination Date, the rate equal to the monthly weighted average cost of funds for the calendar month preceding such Interest Determination Date as set forth under the caption "**11th District**" on Reuters Screen COFI/ARMS (or such other page as is specified in the applicable Final Terms) as of 11:00 a.m. San Francisco time, on such Interest Determination Date.

The following procedures will apply if the rate cannot be set as described above:

(a) If such rate does not appear on Reuters Screen COFI/ARMS, the Eleventh District Cost of Funds Rate shall be the monthly weighted average cost of funds paid by member institutions of the Eleventh Federal Home Loan Bank District that was most recently announced by the Federal Home Loan Bank

of San Francisco as such cost of funds for the calendar month preceding the date of such announcement.

(b) If the Federal Home Loan Bank of San Francisco fails to announce such rate for the calendar month next preceding such Interest Determination Date, then the Eleventh District Cost of Funds Rate will be the same as the rate used in the prior interest period.

Federal Funds Rate Notes

Each Federal Funds Rate Note will bear interest at a specified rate that will be reset periodically based on the Federal Funds Rate and any Spread and/or Spread Multiplier.

"**Federal Funds Rate**" means, with respect to any Interest Determination Date unless otherwise specified in any applicable Final Terms, the rate on specified dates for federal funds published in H.15(519) prior to 11:00 a.m., New York City time, under the heading "**Federal Funds Effective**," as such rate is displayed on Reuters Screen FEDFUNDS1 Page (or any such other page as specified in the applicable Final Terms).

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate does not appear on Reuters Screen FEDFUNDS1 Page (or any other pages as may replace such pages on such service) or is not published in H.15(519) prior to 11:00 a.m., New York City time, on the Interest Determination Date, then the Federal Funds Rate will be the rate on such Interest Determination Date published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**Federal Funds (Effective)**."

(b) If the rate does not appear on Reuters Screen FEDFUNDS1 Page (or any other pages as may replace such pages on such service) or is not published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, the Federal Funds Rate will be the average of the rates, as of 11:00 a.m., New York City time, on that Interest Determination Date, for the last transaction in overnight federal funds arranged by three leading brokers of federal funds transactions in The City of New York selected by the Issuer or its designee (which may be an affiliate of the Issuer).

(c) If fewer than three brokers are providing quotes, the rate will be the same as the rate used in the prior interest period.

LIBOR Notes

Each LIBOR Note will bear interest at a specified rate that will be reset periodically based on LIBOR and any Spread and/or Spread Multiplier.

The calculation agent will determine LIBOR on each Interest Determination Date as follows:

(a) With respect to any Interest Determination Date, LIBOR will be generally determined as either:

(i) If at least two offered rates appear on the Designated LIBOR Page, the average of the offered rates for deposits in the Designated LIBOR Currency having the specified Index Maturity beginning on the relevant Interest Reset Date, that appear on the Designated LIBOR Page as of 11:00 a.m., London time, on that Interest Determination Date; or

(ii) If fewer than two offered rates appear on the Designated LIBOR Page, the rate for deposits in the London interbank market in the Designated LIBOR Currency having the specified Index Maturity beginning on the relevant Interest Reset Date, that appears on the Designated LIBOR Page as of 11:00 a.m., London time, on that Interest Determination Date.

(iii) If no rate appears on the Designated LIBOR Page, LIBOR for that Interest Determination Date will be determined based on the rates on that Interest Determination Date at approximately 11:00 a.m., London time, at which deposits on that date in the Designated LIBOR Currency for the period of the specified Index Maturity beginning on the relevant Interest Reset Date are offered to prime banks in the London interbank market by four major banks (one of which may be an

affiliate of the calculation agent) in that market selected by the Issuer or its designee (which may be an affiliate of the Issuer) and in a Representative Amount. The Issuer or its designee will request the principal London office of each of these banks to quote its rate. If the Issuer or its designee receives at least two quotations, LIBOR will be the average of those quotations.

(b) If fewer than two quotations are provided, LIBOR will be the average of the rates quoted at approximately 11:00 a.m., New York City time, on the Interest Determination Date by three major banks (one of which may be an affiliate of the calculation agent) in the principal financial center selected by the Issuer or its designee (which may be an affiliate of the Issuer). The rates will be for loans in the Designated LIBOR Currency to leading European banks having the specified Index Maturity beginning on the relevant Interest Reset Date and in a Representative Amount.

(c) If fewer than three banks provide quotes, the rate will be the same as the rate used in the prior interest period.

"**Designated LIBOR Currency**" means the currency (including composite currencies and Euro) specified in the Final Terms as to which LIBOR shall be calculated. If no such currency is specified in the Final Terms, the Designated LIBOR Currency shall be U.S. Dollars.

"**Designated LIBOR Page**" means Capital Markets Report Screen LIBOR01 of Reuters, or any other page as may replace such page on such service.

Effect of a Benchmark Transition Event and Related Benchmark Replacement Date

Benchmark Replacement. If the Issuer or its designee (which may be an affiliate of the Issuer), after consulting with the Issuer, determines on or prior to the relevant Reference Time (as defined below) that a Benchmark Transition Event and related Benchmark Replacement Date have occurred with respect to the then-current Benchmark for the LIBOR Notes, the applicable Benchmark Replacement will replace the then-current Benchmark for the LIBOR Notes for all purposes relating to such LIBOR Notes during the Interest Reset Period in respect of all determinations on such date and for all determinations on all subsequent dates.

Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Issuer or its designee (which may be an affiliate of the Issuer), after consulting with the Issuer, will have the right to make Benchmark Replacement Conforming Changes from time to time.

Decisions and Determinations. Any determination, decision or election that may be made by the Issuer or its designee (which may be an affiliate of the Issuer) pursuant to the benchmark transition provisions set forth herein, and any decision to take or refrain from taking any action or any selection:

- will be conclusive and binding absent manifest error;
- if made by the Issuer, will be made in its sole discretion;
- if made by the Issuer's designee, will be made after consultation with the Issuer, and the Issuer's designee will not make any such determination, decision or election to which the Issuer objects; and
- notwithstanding anything to the contrary in the Fiscal Agency Agreement or the LIBOR Notes, shall become effective without consent from the holders of the LIBOR Notes or any other party.

The calculation agent shall have no liability for not making any determination, decision or election pursuant to the benchmark transition provisions. The Issuer may designate an entity (which entity may be a calculation agent or an affiliate of the Issuer) to make any determination, decision or election that the Issuer has the right to make in connection with the benchmark transition provisions.

Certain Defined Terms. As used in this Base Prospectus with respect to any Benchmark Transition Event and implementation of the applicable Benchmark Replacement and Benchmark Replacement Conforming Changes:

"**Benchmark**" means, initially, LIBOR; provided that if a Benchmark Transition Event and related Benchmark Replacement Date have occurred with respect to LIBOR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement.

"**Benchmark Replacement**" means the Interpolated Benchmark with respect to the then-current Benchmark (if applicable), plus the Benchmark Replacement Adjustment for such Benchmark (if applicable); provided that if the Issuer or its designee (which may be an affiliate of the Issuer) cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Issuer or its designee, after consulting with the Issuer, as of the Benchmark Replacement Date:

1. the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;

2. the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;

3. the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor (if any) and (b) the Benchmark Replacement Adjustment;

4. the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;

5. the sum of: (a) the alternate rate of interest that has been selected by the Issuer or its designee, after consulting with the Issuer, as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee (which may be an affiliate of the Issuer), after consulting with the Issuer, as of the Benchmark Replacement Date:

1. the spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body or determined by the Issuer or its designee, after consulting with the Issuer, in accordance with the method for calculating or determining such spread adjustment that has been selected or recommended by the Relevant Governmental Body, in each case for the applicable Unadjusted Benchmark Replacement;

2. if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

3. the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee, after consulting with the Issuer, giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time.

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, changes to (1) any Interest Determination Date, Interest Payment Date, Interest Reset Date, business day convention or interest period, (2) the manner, timing and frequency of determining rates and amounts of interest that are payable on the notes during the Interest Reset Period and the conventions relating to such determination and calculations with respect to interest, (3) the timing and frequency of making interest payments, (4) rounding conventions, (5) tenors and (6) any other terms or provisions of the notes during the Interest Reset Period, in each case that the Issuer or its designee (which may be an affiliate of the Issuer), after consulting with the Issuer, determines, from time to time, to be appropriate to reflect the determination and implementation of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or the calculation agent or the Issuer's designee, after consulting with the Issuer, decides that implementation of any portion of such market practice is not administratively feasible or if the Issuer or its designee, after consulting with the Issuer, determines that no market practice for use

of the Benchmark Replacement exists, in such other manner as the Issuer or its designee, after consulting with the Issuer, determines is appropriate).

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark:

1. in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or

2. in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

1. a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;

2. a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

3. a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

"**Compounded SOFR**" means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate being established by the Issuer or its designee (which may be an affiliate of the Issuer), after consulting with the Issuer, in accordance with: (1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining Compounded SOFR; provided that: (2) if, and to the extent that, the Issuer or its designee, after consulting with the Issuer, determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Issuer or its designee, after consulting with the Issuer, giving due consideration to any industry-accepted market practice for U.S. dollar-denominated floating rate notes at such time.

"**Corresponding Tenor**" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

"**Federal Reserve Bank of New York's Website**" means the website of the FRBNY at http://www.newyorkfed.org, or any successor source.

"**Interpolated Benchmark**" with respect to the Benchmark (if applicable) means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (2) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

"Benchmark" as used in clause (1) and (2) of the foregoing definition means the then-current Benchmark for the applicable periods specified in such clauses without giving effect to the applicable index maturity (if any).

"**ISDA Definitions**" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

"**Reference Time**" with respect to any determination of the Benchmark means (1) if the Benchmark is LIBOR, 11:00 a.m. (London time) on the relevant Interest Determination Date, and (2) if the Benchmark is not LIBOR, the time determined by the Issuer or its designee (which may be an affiliate of the Issuer), after consulting with the Issuer, in accordance with the Benchmark Replacement Conforming Changes.

"**Relevant Governmental Body**" means the Federal Reserve and/or the FRBNY, or a committee officially endorsed or convened by the Federal Reserve and/or the FRBNY or any successor thereto.

"**SOFR**" with respect to any day means the secured overnight financing rate published for such day by the FRBNY, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website, or any successor source.

"**Term SOFR**" means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Additional Information about SOFR

As further described in this Base Prospectus, the rate of interest on the notes during the floating rate period, as applicable, will, in certain circumstances, be determined by reference to a rate based on SOFR.

In general, the following discussion relating to SOFR is based on information available on the Federal Reserve Bank of New York's Website. SOFR is published by the FRBNY and is intended to be a broad measure of the cost of borrowing cash overnight collateralized by U.S. Treasury securities. FRBNY reports that SOFR includes all trades in the Broad General Collateral Rate, plus bilateral Treasury repurchase agreement ("repo") transactions cleared through the delivery-versus-payment service offered by the Fixed Income Clearing Corporation (the "FICC"), a subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). SOFR is filtered by FRBNY to remove a portion of the foregoing transactions considered to be "specials." According to FRBNY, "specials" are repos for specific-issue collateral which take place at cash-lending rates below those for general collateral repos because cash providers are willing to accept a lesser return on their cash in order to obtain a particular security.

FRBNY reports that SOFR is calculated as a volume-weighted median of transaction-level tri-party repo data collected from The Bank of New York Mellon, which currently acts as the clearing bank for the tri-party repo market, as well as General Collateral Finance Repo transaction data and data on bilateral U.S. Treasury repo transactions cleared through the FICC's delivery-versus-payment service. FRBNY notes that it obtains information from DTCC Solutions LLC, an affiliate of DTCC.

If data for a given market segment were unavailable for any day, then the most recently available data for that segment would be utilized, with the rates on each transaction from that day adjusted to account for any change in the level of market rates in that segment over the intervening period. SOFR would be calculated from this

adjusted prior day's data for segments where current data were unavailable, and unadjusted data for any segments where data were available. To determine the change in the level of market rates over the intervening period for the missing market segment, the FRBNY would use information collected through a daily survey conducted by its trading desk of primary dealers' repo borrowing activity. On June 3, 2019, the FRBNY used this daily survey mechanism to calculate SOFR for May 31, 2019, when access was disrupted to one of the three primary data sources used to calculate the SOFR.

FRBNY currently publishes SOFR daily on its website at https://apps.newyorkfed.org/markets/autorates/sofr. FRBNY states on its publication page for SOFR that use of SOFR is subject to important disclaimers, limitations and indemnification obligations, including that FRBNY may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice.

Each U.S. government securities business day, the FRBNY publishes SOFR on its website at approximately 8:00 a.m., New York City time. If errors are discovered in the transaction data provided by The Bank of New York Mellon or DTCC Solutions LLC, or in the calculation process, subsequent to the initial publication of SOFR but on that same day, SOFR and the accompanying summary statistics may be republished at approximately 2:30 p.m., New York City time. Additionally, if transaction data from The Bank of New York Mellon or DTCC Solutions LLC had previously not been available in time for publication, but became available later in the day, the affected rate or rates may be republished at around this time. Rate revisions will only be effected on the same day as initial publication and will only be republished if the change in the rate exceeds one basis point. Any time a rate is revised, a footnote to the FRBNY's publication would indicate the revision. This revision threshold will be reviewed periodically by the FRBNY and may be changed based on market conditions.

SOFR is published by FRBNY based on data received from other sources, and the Issuer has no control over its determination, calculation or publication.

FRBNY started publishing SOFR in April 2018. FRBNY has also published historical indicative Secured Overnight Financing Rates dating back to 2014, although such historical indicative data inherently involves assumptions, estimates and approximations. Investors should not rely on such historical indicative data or on any historical changes or trends in SOFR as an indicator of the future performance of SOFR.

EURIBOR Notes

Each EURIBOR Note will bear interest at a specified rate that will be reset periodically based on EURIBOR and any Spread and/or Spread Multiplier.

"**EURIBOR**" means the European Interbank Offered Rate and, with respect to each Interest Determination Date, the rate for deposits in Euro having the Index Maturity beginning on the relevant Interest Reset Date that appears on the Designated EURIBOR Page as of 11:00 a.m., Brussels time, on that Interest Determination Date.

The following procedures will apply if the rate cannot be set as described above:

(a) If such rate does not appear on the Designated EURIBOR Page as of 11:00 a.m., Brussels time, on the related Interest Determination Date, then the Issuer or its designee (which may be an affiliate of the Issuer) will request the principal offices of four major banks (one of which may be an affiliate of the calculation agent) in the Euro-zone selected by the Issuer or its designee to provide such bank's offered quotation to prime banks in the Euro-zone interbank market for deposits in Euro having the Index Maturity beginning on the relevant Interest Reset Date as of 11:00 a.m., Brussels time, on such Interest Determination Date and in a Representative Amount. If at least two quotations are provided, EURIBOR for that date will be the average (if necessary rounded upwards) of the quotations.

(b) If fewer than two quotations are provided, EURIBOR will be the average (if necessary rounded upwards) of the rates quoted by major banks (which may include an affiliate of the calculation agent) in the Euro-zone, selected by the Issuer or its designee, at approximately 11:00 a.m., Brussels time, on the Interest Determination Date for loans in Euro to leading European banks for a period of time corresponding to the Index Maturity beginning on the relevant Interest Reset Date and in a Representative Amount.

(c) If no rates are quoted by major banks, the rate will be the same as the rate used for the prior interest period.

Notwithstanding the foregoing, if the Issuer or its designee (which may be an affiliate of the Issuer), after consulting with the Issuer, determines on or prior to an Interest Determination Date that EURIBOR has been permanently discontinued and the Issuer or its designee has notified the calculation agent of such determination, the calculation agent will use, as a substitute for EURIBOR (the "**EURIBOR Alternative Rate**") for that Interest Determination Date and each Interest Determination Date thereafter, the reference rate selected as an alternative to EURIBOR by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the currency in which the EURIBOR Notes are denominated and that is consistent with accepted market practice regarding the selection and use of a substitute for EURIBOR. As part of such substitution, the calculation agent will, after consultation with the Issuer, make such adjustments ("**Adjustments**") to the EURIBOR Alternative Rate or the spread thereon, as well as the business day convention, Interest Determination Dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such EURIBOR Alternative Rate for the EURIBOR Notes. If the calculation agent determines, following consultation with the Issuer, that there is no clear market consensus as to whether any rate has replaced EURIBOR in customary market usage, the Issuer may appoint, in its sole discretion, a new calculation agent, which may be the Issuer's affiliate, to determine the EURIBOR Alternative Rate and make any EURIBOR Adjustments thereto, and the determinations of such calculation agent will be binding on the Issuer, the trustee and the holders of the EURIBOR Notes. If, however, the Issuer or new calculation agent determines that EURIBOR has been discontinued, but for any reason a EURIBOR Alternative Rate has not been determined, EURIBOR will be equal to such rate as the rate in effect for the EURIBOR Notes on such Interest Determination Date.

"**Designated EURIBOR Page**" means Capital Markets Report Screen EURIBOR01 of Reuters, or any other page as may replace such page on such service.

SOFR Notes

Each SOFR Note will bear interest at a specified rate that will be reset periodically based on SOFR and any Spread or Spread Multiplier.

If the Final Terms specify that the Interest Rate Basis will be SOFR, the following terms and conditions shall apply to the SOFR Notes:

(a) The rate of interest for each Interest Payment Period will be the Compounded Daily SOFR on the relevant Interest Determination Date plus or minus (as indicated in the relevant Final Terms) the Spread or Spread Multiplier (if any), all as determined by the calculation agent, with the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

(b) The following definitions shall apply for the purpose of paragraph (a) above:

"**Bloomberg Screen SOFRRATE Page**" means the Bloomberg screen designated "SOFRRATE" or any successor page or service;

"**Compounded Daily SOFR**" means, with respect to an Interest Payment Period, an amount equal to the rate of return for each calendar day during the Interest Payment Period, compounded daily, calculated by the calculation agent on the Interest Determination Date, as follows:

(i) if "SOFR Compound with Lookback" is specified in the relevant Final Terms:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{\mathrm{SOFR}_{i-\mathrm{pUSBD}}\times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

Where:

"**d**" means, in respect of an Interest Payment Period, the number of calendar days in the relevant Interest Payment Period;

"**d_0**" means, in respect of an Interest Payment Period, the number of U.S. Government Securities Business Days in the relevant Interest Payment Period;

"**i**" means a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Payment Period;

"**Interest Determination Date**" means the date falling the number of U.S. Government Securities Business Days equal to the Lookback Period before each Interest Payment Date;

"**Interest Payment Dates**" shall have the meaning specified in the relevant Final Terms;

"**Lookback Period**" or "**p**" means the number of U.S. Government Securities Business Days specified in the applicable Final Terms;

"**n_i**" means, in respect of a U.S. Government Securities Business Day_i in the relevant Interest Payment Period, the number of calendar days from, and including, such U.S. Government Securities Business Day_i to, but excluding, the following U.S. Government Securities Business Day_{i+1};

"**$SOFR_i$**" means, in respect of each U.S. Government Securities Business Day_i, the SOFR in respect of such U.S. Government Securities Business Day; and

"**$SOFR_{i-pUSBD}$**" means, in respect of a U.S. Government Securities Business Day_i in the relevant Interest Payment Period, $SOFR_i$ in respect of the U.S. Government Securities Business Day falling the number of U.S. Government Securities Business Days equal to the Lookback Period prior to such U.S. Government Securities Business Day_i ("**pUSBD**").

(ii) if "SOFR Compound with Payment Delay" is specified in the relevant Final Terms:

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

Where:

"**d**" means, in respect of an Interest Payment Period, the number of calendar days in the relevant Interest Payment Period;

"**d_0**" means, in respect of an Interest Payment Period, the number of U.S. Government Securities Business Days in the relevant Interest Payment Period;

"**i**" means a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Payment Period;

"**Interest Determination Date**" shall be the Interest Payment Period End Date at the end of each Interest Payment Period; provided that the Interest Determination Date with respect to the final Interest Payment Period will be the SOFR Cut-Off Date;

"**Interest Payment Dates**" shall be the dates occurring the number of Business Days equal to the Interest Payment Delay following each Interest Payment Period End Date; provided that the Interest Payment Date with respect to the final Interest Payment Period will be the Maturity Date or, if the Notes are to be redeemed prior to the Maturity Date, such earlier date on which the Notes become due and payable;

"**Interest Payment Delay**" means the number of Business Days specified in the relevant Final Terms;

"**Interest Payment Period End Dates**" shall have the meaning specified in the relevant Final Terms;

"$\mathbf{n_i}$" means, in respect of a U.S. Government Securities Business Day_i in the relevant Interest Payment Period, the number of calendar days from, and including, such U.S. Government Securities Business Day_i to, but excluding, the following U.S. Government Securities Business Day_{i+1};

"$\mathbf{SOFR_i}$" means, for any U.S. Government Securities Business Day_i in the relevant Interest Payment Period, the SOFR in respect of such U.S. Government Securities Business Day_i. For purposes of calculating SOFR Compound with Payment Delay with respect to the final Interest Payment Period, the level of SOFR for each U.S. Government Securities Business Day in the period from and including the SOFR Cut-Off Date to but excluding the Maturity Date or any earlier date on which the Notes become due and payable, as applicable, shall be the level of SOFR in respect of such SOFR Cut-Off Date; and

"SOFR Cut-Off Date" means the fourth U.S. Government Securities Business Day prior to the Maturity Date or, if the Notes are to be redeemed prior to the Maturity Date, such earlier date on which the Notes become due and payable (or such other number of U.S. Government Securities Business Days specified in the relevant Final Terms);

"**Interest Payment Period**" shall have the meaning specified in the relevant Final Terms;

"**NY Federal Reserve**" means the Federal Reserve Bank of New York;

"**NY Federal Reserve's Website**" means the website of the NY Federal Reserve, currently at www.newyorkfed.org, or any successor website of the NY Federal Reserve or the website of any successor administrator of SOFR;

"**Reuters Page USDSOFR=**" means the Reuters page designated "USDSOFR=" or any successor page or service;

"**SOFR**" means the rate determined by the calculation agent in respect of a U.S. Government Securities Business Day, in accordance with the following provisions:

(i) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day that appears on the NY Federal Reserve's Website (the "**SOFR Screen Page**") at approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day (the "**SOFR Determination Time**"), of, if no such rate is reported on the SOFR Screen Page for such U.S. Government Securities Business Day, then the Secured Overnight Financing Rate that is reported on the Bloomberg Screen SOFRRATE Page at the SOFR Determination Time or, if no such rate is reported on the Bloomberg Screen SOFRRATE Page, then the Secured Overnight Financing Rate that is reported on the Reuters Page USDSOFR= at the SOFR Determination Time; or

(ii) if the rate specified in (i) above does not so appear, unless both a SOFR Transition Event and its related SOFR Replacement Date have occurred, the Secured Overnight Financing Rate published on the NY Federal Reserve's Website for the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the NY Federal Reserve's Website; and

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

Notwithstanding paragraphs (a) and (b) above, if the Issuer or, in its sole discretion, its designee (which may be an affiliate of the Issuer), after consultation with the Issuer, determines on or prior to the SOFR Determination Time, that a SOFR Transition Event and its related SOFR Replacement Date have occurred with respect to the relevant SOFR Benchmark (as defined below), then the provisions set forth under "SOFR Replacement Provisions" below will apply to all determinations of SOFR for each Interest Payment Period thereafter.

SOFR Replacement Provisions

If the Issuer or, in its sole discretion, its designee (which may be an affiliate of the Issuer), after consultation with the Issuer, determines on or prior to the SOFR Determination Time that a SOFR Transition Event and its related SOFR Replacement Date have occurred with respect to the then-current SOFR Benchmark, the Issuer will appoint an agent (the "**Replacement Rate Determination Agent**") which will determine the SOFR Replacement. The SOFR Replacement will replace the then-current SOFR Benchmark for the purpose of determining the relevant rate of interest in respect of the relevant Interest Payment Period and each subsequent Interest Payment Period, subject to the occurrence of a subsequent SOFR Transition Event and related SOFR Replacement Date. The Replacement Rate Determination Agent may be (w) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer, (x) the Issuer, (y) an affiliate of the Issuer or the calculation agent or (z) such other entity that the Issuer or its designee determine to be competent to carry out such role.

In connection with the implementation of a SOFR Replacement, the Replacement Rate Determination Agent will have the right to make appropriate SOFR Replacement Conforming Changes from time to time.

Any determination, decision or election that may be made by the Issuer, its designee (which may be an affiliate of the Issuer) or the Replacement Rate Determination Agent (as the case may be) pursuant to these provisions: (i) will (in the absence of manifest error) be conclusive and binding on the Issuer, the calculation agent, the Paying Agents and the Noteholders; (ii) will be made in the sole discretion of the calculation agent, the Issuer or the Replacement Rate Determination Agent (as the case may be); and (iii) notwithstanding anything to the contrary in the documentation relating to any SOFR Notes, shall become effective without consent from the Noteholders or any other party.

Following the designation of a SOFR Replacement, the calculation agent, failing which the Issuer, may subsequently determine that a SOFR Transition Event and its related SOFR Replacement Date have occurred in respect of such SOFR Replacement, provided that such SOFR Replacement has already been substituted for the SOFR Benchmark which it replaced and any SOFR Replacement Conforming Changes in connection with such substitution have been applied. In such circumstances, the SOFR Replacement shall be deemed to be the SOFR Benchmark and all relevant definitions shall be construed accordingly.

In connection with the SOFR Replacement Provisions above, the following definitions shall apply:

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the SOFR Benchmark for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the SOFR Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Relevant Governmental Body**" means the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the NY Federal Reserve or any successor thereto;

"**SOFR Benchmark**" means, initially, Compounded Daily SOFR, as such term is defined above; provided that if the Replacement Rate Determination Agent determines on or prior to the SOFR Determination Time that a SOFR Transition Event and its related SOFR Replacement Date have occurred with respect to

Compounded Daily SOFR (or the published daily SOFR used in the calculation thereof) or the then-current SOFR Benchmark, then "SOFR Benchmark" means the applicable SOFR Replacement;

"**SOFR Replacement**" means any one (or more) of the SOFR Replacement Alternatives to be determined by the Replacement Rate Determination Agent as of the SOFR Replacement Date in accordance with:

(i) the order of priority specified SOFR Replacement Alternatives Priority in the relevant Final Terms; or

(ii) if no such order of priority is specified, in accordance with the priority set forth below:

(1) Relevant Governmental Body Replacement;

(2) ISDA Fallback Replacement; and

(3) Industry Replacement,

provided that, in each case, if the Replacement Rate Determination Agent is unable to determine the SOFR Replacement in accordance with the first SOFR Replacement Alternative listed, it shall attempt to determine the SOFR Replacement in accordance with each subsequent SOFR Replacement Alternative until a SOFR Replacement is determined;

"**SOFR Replacement Alternatives**" means:

(i) the sum of: (1) the alternative rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark and (ii) the SOFR Replacement Adjustment (the "**Relevant Governmental Body Replacement**");

(ii) the sum of: (1) the ISDA Fallback Rate and (2) the SOFR Replacement Adjustment (the "**ISDA Fallback Replacement**"); or

(iii) the sum of: (i) the alternative rate that has been selected by the Replacement Rate Determination Agent as the replacement for the then-current SOFR Benchmark giving due consideration to any industry-accepted rate as a replacement for the then-current SOFR Benchmark for U.S. dollar-denominated floating rate securities at such time and (ii) the SOFR Replacement Adjustment (the "**Industry Replacement**");

"**SOFR Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Replacement Rate Determination Agent as of the applicable SOFR Replacement Date:

(i) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted SOFR Replacement;

(ii) if the applicable Unadjusted SOFR Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(iii) the spread adjustment (which may be a positive or negative value or zero) determined by the Replacement Rate Determination Agent giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current SOFR Benchmark with the applicable Unadjusted SOFR Replacement for U.S. dollar-denominated floating rate securities at such time;

"**SOFR Replacement Conforming Changes**" means, with respect to any SOFR Replacement, any technical, administrative or operational changes (including, but not limited to, changes to timing and frequency of determining rates with respect to each Interest Payment Period and making payments of interest, rounding of amounts or tenors, day count fractions, business day convention and other administrative matters) that the Replacement Rate Determination Agent decides may be appropriate to reflect the adoption of such SOFR Replacement in a manner substantially consistent with market practice (or, if the Replacement Rate Determination Agent determines that adoption of any portion of such market

practice is not administratively feasible or if the Replacement Rate Determination Agent determines that no market practice for use of the SOFR Replacement exists, in such other manner as the Replacement Rate Determination Agent determines is reasonably necessary, acting in good faith and in a commercially reasonable manner);

"**SOFR Replacement Date**" means the earliest to occur of the following events with respect to the then-current SOFR Benchmark (including the daily published component used in the calculation thereof):

(i) in the case of sub-paragraphs (i) or (ii) of the definition of "SOFR Transition Event," the later of (1) the date of the public statement or publication of information referenced therein and (2) the date on which the administrator of the SOFR Benchmark permanently or indefinitely ceases to provide the SOFR Benchmark (or such component); or

(ii) in the case of sub-paragraph (iii) of the definition of "SOFR Transition Event," the date of the public statement or publication of information referenced therein; or

(iii) in the case of sub-paragraph (iv), the last such consecutive U.S. Government Securities Business Day on which the SOFR Benchmark has not been published.

For the avoidance of doubt, if the event giving rise to the SOFR Replacement Date occurs on the same day as, but earlier than, the SOFR Determination Time in respect of any determination, the SOFR Replacement Date will be deemed to have occurred prior to the SOFR Determination Time for such determination.

"**SOFR Transition Event**" means the occurrence of any one or more of the following events with respect to the then-current SOFR Benchmark (including the daily published component used in the calculation thereof):

(i) a public statement or publication of information by or on behalf of the administrator of the SOFR Benchmark (or such component, if relevant) announcing that such administrator has ceased or will cease to provide the SOFR Benchmark (or such component, if relevant), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component, if relevant);

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark (or such component, if relevant), the central bank for the currency of the SOFR Benchmark (or such component, if relevant), an insolvency official with jurisdiction over the administrator for the SOFR Benchmark (or such component, if relevant), a resolution authority with jurisdiction over the administrator for the SOFR Benchmark (or such component, if relevant) or a court or an entity with similar insolvency or resolution authority over the administrator for the SOFR Benchmark (or such component, if relevant), which states that the administrator of the SOFR Benchmark (or such component, if relevant) has ceased or will cease to provide the SOFR Benchmark (or such component, if relevant) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component, if relevant);

(iii) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark (or such component, if relevant) announcing that the SOFR Benchmark (or such component, if relevant) is no longer representative, the SOFR Benchmark (or such component, if relevant) has been or will be prohibited from being used or that its use has been or will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or

(iv) the SOFR Benchmark is not published by its administrator (or a successor administrator) for six consecutive U.S. Government Securities Business Days; and

"**Unadjusted SOFR Replacement"** means the SOFR Replacement excluding the SOFR Replacement Adjustment.

Treasury Rate Notes

Each Treasury Rate Note will bear interest at a specified rate that will be revised periodically based on the Treasury Rate and any Spread and/or Spread Multiplier.

"**Treasury Rate**" means, with respect to any Interest Determination Date, the rate for the most recent auction of direct obligations of the United States ("**Treasury bills**") having the specified Index Maturity as it appears under the caption "**INVEST RATE**" on either Reuters Screen USAUCTION10 Page or Reuters Screen USAUCTION11 Page (or any other pages as may replace such pages on such service).

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate is not so published by 3:00 p.m., New York City time, on the Interest Determination Date, the rate will be the auction average rate for such Treasury bills (expressed as a bond equivalent, on the basis of a year of 365 or 366 days as applicable, and applied on a daily basis) for such auction as otherwise announced by the U.S. Department of the Treasury.

(b) If the results of the auction of Treasury bills are not so published by 3:00 p.m., New York City time, on the Interest Determination Date, or if no such auction is held, the Treasury Rate will be the rate (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) on such Interest Determination Date of such Treasury bills having the specified Index Maturity as published in H.15(519) under the caption "**U.S. Government Securities/Treasury Bills/Auction high**."

(c) If such rate is not so published in H.15(519) by 3:00 p.m., New York City time, on the related Interest Determination Date, the rate on such Interest Determination Date of such Treasury bills will be as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**U.S. Government Securities/Treasury Bills/Auction high**."

(d) If such rate is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, then the Treasury Rate will be a yield to maturity (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the average of the secondary market bid rates as of approximately 3:30 p.m., New York City time, on the Interest Determination Date, of three leading primary U.S. government securities dealers in The City of New York selected by the Issuer or its designee (which may be an affiliate of the Issuer) for the issue of Treasury bills with a remaining maturity closest to the specified Index Maturity.

(e) If fewer than three dealers are providing quotes, the rate will be the same as the rate used in the prior interest period.

Prime Rate Notes

Each Prime Rate Note will bear interest at a specified rate that will be reset periodically based on the Prime Rate and any Spread and/or Spread Multiplier.

"**Prime Rate**" means, with respect to any Interest Determination Date, unless otherwise specified in any applicable Final Terms, the rate set forth on that Interest Determination Date in H.15(519) under the heading "**Bank Prime Loan**."

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate is not published in H.15(519) by 3:00 p.m., New York City time, on the Interest Determination Date, then the Prime Rate will be the rate as published on such Interest Determination Date in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate under the caption "**Bank Prime Loan**."

(b) If the rate is not published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, then the Prime Rate will be the average (rounded upwards, if necessary, to the next higher one-hundred thousandth of a percentage

point) of the rates publicly announced by each bank on the Reuters Screen USPRIME1 Page as its prime rate or base lending rate for that Interest Determination Date.

(c) If fewer than four, but more than one, rates appear on the Reuters Screen USPRIME1 Page, the Prime Rate will be the average of the prime rates (quoted on the basis of the actual number of days in the year divided by a 360-day year) as of the close of business on the Interest Determination Date by four major money center banks in The City of New York selected by the Issuer or its designee (which may be an affiliate of the Issuer).

(d) If fewer than two rates appear, the Prime Rate will be determined based on the rates furnished in The City of New York by the appropriate number of substitute banks or trust companies organized and doing business under the laws of the United States, or any State thereof, having total equity capital of at least U.S.$500 million and being subject to supervision or examination by a Federal or State authority, as selected by the Issuer or its designee (which may be an affiliate of the Issuer).

(e) If no banks are providing quotes, the rate will be the same as the rate used for the prior interest period.

Extendible Notes

Notes may be issued with an initial maturity date (the "**Initial Maturity Date**") which may be extended from time to time upon the election of the holders on specified dates (each, an "**Election Date**") up to a final maturity date (the "**Final Maturity Date**") as set forth in the applicable Final Terms ("**Extendible Notes**"). The Final Terms relating to each issue of Extendible Notes will set forth the terms of such Notes, including the Initial Maturity Date, the Final Maturity Date and the Election Dates, and will also describe the manner in which holders may elect to extend the Notes and such other terms and conditions as may apply to such issue.

Additional Notes

The Issuer may issue Notes from time to time having terms identical to a prior Tranche of Notes but for the original issue date and the public offering price ("**Additional Notes**"). Any such Additional Notes that are Regulation S Global Notes will be issued in the form of a temporary global Note which will be exchangeable for a beneficial interest in a permanent global Note on or after the Exchange Date specified in the applicable Final Terms relating to such Additional Notes. Additional Notes may be issued prior to or after the Exchange Date relating to such prior Tranche of Notes of the same Series. In the event Additional Notes are issued prior to the Exchange Date for the prior Tranche, the Exchange Date relating to such prior Tranche shall be moved to a date not earlier than 40 calendar days after the original issue date of the related Additional Notes; provided, however, in no event shall the Exchange Date for a Tranche of Notes be extended to a date more than 160 calendar days after the date such Tranche was issued. Once any Additional Notes have been issued, whether Regulation S Global Notes or Rule 144A Global Notes, such Additional Notes together with each prior and subsequent Tranche of Notes of the same Series, shall constitute one and the same Series of Notes for all purposes; provided, however, that in the case of Regulation S Global Notes, or Bearer Notes that were issued in the form of a temporary global Note, such consolidation of Additional Notes issued after the Exchange Date will occur only following the exchange of interests in the temporary global Note for interests in the permanent global Note upon receipt of certificates described below; and provided further that if the Additional Notes are not fungible with the earlier Notes for United States federal income tax purposes, the Additional Notes will have a separate CUSIP number. The Final Terms relating to any Additional Notes will set forth matters related to the issuance, exchange and transfer of Additional Notes, including identifying the prior Tranche of Notes, their original issue date and aggregate principal amount. Any Additional Notes that are Bearer Notes will be subject to the same restrictions as are set forth under "**Forms of Notes—Bearer Notes**" above.

Covenants

The Issuer has agreed to restrictions on its activities for the benefit of holders of each Series of Notes. The following restrictions will apply separately to each Series of Notes:

Consolidation, Merger, Sale or Conveyance

The Issuer may not consolidate with or merge into any other corporation or convey or transfer its properties and assets substantially as an entirety to any person, unless:

(i) the corporation formed by such consolidation or into which the Issuer is merged or the person which acquires by conveyance or transfer the properties and assets of the Issuer substantially as an entirety shall be a corporation organized and existing under the laws of the Republic of Chile and shall expressly assume, by a supplemental Fiscal Agency Agreement, executed and delivered to the Fiscal and Paying Agent, in form satisfactory to the Fiscal and Paying Agent, the due and punctual payment of the principal of (and premium, if any) and interest on all the outstanding Notes and the performance of every covenant of the Fiscal Agency Agreement on the part of the Issuer to be performed or observed;

(ii) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or lapse of time or both would become an Event of Default, shall have happened and be continuing; and

(iii) The Issuer shall have delivered to the Fiscal Agent an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, conveyance or transfer and such supplemental Fiscal Agency Agreement comply with the foregoing provisions relating to such transaction and all conditions precedent in the Fiscal Agency Agreement relating to such a transaction have been complied with.

(iv) In case of any such consolidation, merger, conveyance or transfer such successor corporation will succeed to and be substituted for the Issuer as obligor on each Series of Notes with the same effect as if it had issued such Series of Notes. Upon the assumption of its obligations by any such successor corporation in such circumstances subject to certain exceptions, the Issuer will be discharged from all obligations under the Notes and the Fiscal Agency Agreement.

Periodic Reports

The Fiscal Agency Agreement provides that if the Issuer is not required to file with the Securities and Exchange Commission information, documents, or reports pursuant to Section 13 or Section 15(d) of the Exchange Act, it will file with the Fiscal Agent and the Securities and Exchange Commission the supplementary and periodic information, documents and reports required pursuant to Section 13 of the Exchange Act in respect of a security of a "foreign private issuer" (as defined in Rule 3b-4 under the Exchange Act) listed and registered on a national securities exchange.

Events of Default

An "Event of Default," with respect to each Series of Notes is defined in the Fiscal Agency Agreement as:

(i) The Issuer's default in the payment of any principal of any of the Notes of such Series (including Additional Amounts), when due and payable, whether at maturity or otherwise; or

(ii) The Issuer's default in the payment of any interest or any Additional Amounts when due and payable on any of the Notes of such Series and the continuance of such default for a period of 30 days; or

(iii) The Issuer's default in the performance or observance of any other term, covenant, warranty, or obligation in respect of the Notes of such Series or the Fiscal Agency Agreement, not otherwise expressly defined as an Event of Default in (i) or (ii) above, and the continuance of such default for more than 60 days after written notice of such default has been given to the Issuer by the Fiscal and Paying Agent on behalf of the Noteholders, or the holders of at least 25% in aggregate principal amount of the Notes of such Series outstanding specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default"; or

(iv) if any of the Issuer's Indebtedness (as defined below) or that of its subsidiaries becomes due and repayable prematurely by reason of an event of default (however described) or the Issuer or any of its subsidiaries fails to make any payment in respect of any Indebtedness on the due date for such

payment or within any originally applicable grace period or any security given by the Issuer or any of its subsidiaries for any Indebtedness becomes enforceable and steps are taken to enforce the same or if the Issuer or any of its subsidiaries default in making any payment when due (or within any originally applicable grace period in respect thereof) under any guarantee and/or indemnity given by the Issuer or such subsidiary (as the case may be) in relation to any Indebtedness of any other person, provided that no such event as aforesaid shall constitute an Event of Default unless such Indebtedness either alone or when aggregated with other Indebtedness in respect of which one or more of the events mentioned in this paragraph has occurred shall amount to at least U.S.$40,000,000 (or its equivalent in any other currency on the basis of the middle spot rate for any relevant currency against the U.S. dollar as quoted by any leading bank on the day on which this paragraph operates); or

(v) the entry of an order for relief against the Issuer under any Bankruptcy Law by a court or regulatory entity having jurisdiction in the premises or a decree or order by a court or regulatory entity having jurisdiction in the premises adjudging the Issuer a bankrupt or insolvent under any other applicable law, or the entry of a decree or order approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Issuer under any Bankruptcy Law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official under any Bankruptcy Law, including a "síndico") of the Issuer or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days; or

(vi) the consent by the Issuer to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any Bankruptcy Law, or the consent by it to the filing of any such petition or to the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official under any Bankruptcy Law, including a "síndico") of the Issuer or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Issuer in furtherance of any such action.

The term "**Bankruptcy Law**" as used in this Section means (i) articles 120 et seq. of the Chilean Banking Law (D.F.L. 3 of 1997, as amended), (ii) the Chilean "Ley de Quiebras" (Law No. 20,720, as amended) or (iii) any other applicable law that amends, supplements or supersedes the Chilean Banking Law and/or the Ley de Quiebras, and any applicable bankruptcy, insolvency, reorganization or other similar law of any applicable jurisdiction.

For purposes of the above, "**Indebtedness**" means (a) any liability of such person (1) for borrowed money or under any reimbursement obligation relating to a letter of credit, financial bond or similar instrument or agreement, (2) evidenced by a bond, note, debenture or similar instrument or agreement (including a purchase money obligation) given in connection with the acquisition of any business, properties or assets of any kind (other than a trade payable or a current liability arising in the ordinary course of business or a performance bond or similar obligation) or (3) for the payment of money relating to any obligations under any capital lease of real or personal property; (b) any liability of others described in the preceding clause (a) that the person has guaranteed or that is otherwise its legal liability; and (c) any amendment, supplement, modification, deferral, renewal, extension or refunding of any liability of the types referred to in clauses (a) and (b) above. For the purpose of determining any particular amount of Indebtedness under this definition, guarantees of (or obligations with respect to letters of credit or financial bonds supporting) Indebtedness otherwise included in the determination of such amount shall also not be included.

The Fiscal Agency Agreement provides that if an Event of Default with respect to any Series of Notes described in paragraph (i), (ii), (iii) and (iv) above occurs and is continuing with respect to the Notes of any Series, then and in each and every such case, unless the principal of all the Notes of such Series shall have already become due and payable, the holders of not less than 25% in aggregate principal amount of the Notes of such Series then outstanding hereunder (each such Series acting as a separate class), by notice in writing to the Issuer and to the Fiscal Agent, may declare the principal amount of all the Notes of such Series then outstanding and all accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in the Fiscal Agency Agreement or in the Notes of such Series contained to the contrary notwithstanding. If an Event of Default with respect to any Series of Notes described in paragraph (v) or (vi) of the above occurs and is continuing, then the principal amount of the Notes then outstanding and all accrued interest thereon shall, without any

notice to the Issuer or any other act on the part of the Fiscal Agent or any holder of the Notes, become and be immediately due and payable, anything in the Chilean Banking Law, the Fiscal Agency Agreement or in the Notes contained to the contrary notwithstanding.

At any time after such a declaration of acceleration has been made with respect to the Notes of such Series, the holders of a majority in aggregate principal amount of the outstanding Notes of such Series, by written notice to the Issuer and the Fiscal Agent, may rescind and annul such declaration and its consequences if: (1) the Issuer has paid or deposited with the Fiscal and Paying Agent a sum sufficient to pay: (i) all overdue installments of interest on the outstanding Notes of such Series, (ii) the principal of (and premium, if any, on) any outstanding Notes of such Series which have become due otherwise than by such declaration of acceleration, and interest thereon at the rate or rates prescribed therefor by the terms of the Notes of such Series, to the extent that payment of such interest is lawful, (iii) interest upon overdue installments of interest at the rate or rates prescribed therefor by the terms of the Notes of such Series, to the extent that payment of such interest is lawful, and all sums paid or advanced by the Fiscal and Paying Agent hereunder and the reasonable compensation, expenses, disbursements and advances of the Fiscal and Paying Agent, its agents and counsel and all other amounts due the Fiscal and Paying Agent under Section 11(a); and (2) all Events of Default with respect to such Series of Notes, other than the nonpayment of the principal of the Notes of such Series which have become due solely by such acceleration, have been cured or waived. No such rescission shall affect any subsequent default or impair any right consequent thereon.

Payment of Additional Amounts

The Issuer is required to make all payments in respect of each Series of Notes free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, fines, penalties, assessments or other governmental charges (or interest on those taxes, duties, fines, penalties, assessments or other governmental charges) (collectively, "Taxes") imposed, levied, collected, withheld or assessed by, within or on behalf of the Republic of Chile (or any political subdivision or governmental authority thereof or therein having power to tax), or any other jurisdiction from or through which the Issuer makes any payment under a Series of Notes (or any political subdivision or governmental authority thereof or therein having power to tax) (each, a "**Relevant Taxing Jurisdiction**") unless such withholding or deduction is required by law. In that event the Issuer will pay to the Holders of such Series of Notes, or the relevant Paying Agent, as the case may be, such additional amounts ("**Additional Amounts**") as may be necessary to ensure that the net amounts received by the Holders of such Series of Notes or the relevant Paying Agent after such withholding or deduction shall not be less than the amounts of principal, interest and premium, if any, which would have been received in respect of such Series of Notes in the absence of such withholding or deduction, except that no such Additional Amounts shall be payable in respect of any Note:

(i) in the case of payments for which presentation of such Note is required, presented for payment more than 30 days after the later of:

  (a) the date on which such payment first became due, and

  (b) if the full amount payable has not been received in the place of payment by the relevant Paying Agent on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Holders by the relevant Paying Agent, except to the extent that the Holder would have been entitled to such Additional Amounts on presenting such Note for payment on the last day of such period of 30 days;

(ii) held by or on behalf of a Holder who is liable for Taxes or other governmental charges imposed in respect of such Note by reason of such Holder having some present or former direct or indirect connection with the taxing jurisdiction imposing such tax, other than the mere holding of such Note or the receipt of payments or the enforcement of rights in respect thereto;

(iii) with respect to Taxes imposed on a payment to a Holder that would not have been imposed but for the failure of the Holder to comply with certification, information or other reporting requirements concerning the nationality, residence or identity of the Holder, if compliance is required by statute or by regulation of a Relevant Taxing Jurisdiction as a precondition to relief or exemption from such Taxes;

(iv) with respect to Taxes imposed under: (a) Sections 1471 to 1474 of the Code (including regulations and official guidance thereunder), (b) any successor version thereof that is substantially comparable

and not materially more onerous to comply with, (c) any agreement entered into pursuant to Section 1471(b) of the Code or (d) any law, regulation, rule or practice implementing an intergovernmental agreement entered into in connection with the implementation of such Sections of the Code;

(v) in the case of payments for which presentation of such Note is required, with respect to Taxes that would not have been imposed but for the presentation of such Note in the Relevant Taxing Jurisdiction, unless such Note could not have been presented for payment elsewhere;

(vi) with respect to any payment on a Note to a Holder who is a fiduciary, a partnership, a limited liability company or other than the sole beneficial owner of that payment to the extent that payment would be required by the laws of a Relevant Taxing Jurisdiction (or any political subdivision thereof) to be included in the income, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a member of that partnership, an interestholder in a limited liability company or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or beneficial owner been the Holder; or

(vii) any combination of (i) through (vi).

As used in this section, a "Holder" shall mean, (a) with respect to any Registered Note, the person in whose name at the time such Registered Note is registered on the Register or (b) with respect to any Bearer Note, the bearer thereof.

References to principal, interest, premium or other amounts payable in respect of any Series of Notes also refer to any Additional Amounts that may be payable. Refunds, if any, of taxes with respect to which the Issuer pays Additional Amounts are for the Issuer's account.

Notwithstanding the foregoing, the limitations on the obligations of the Issuer to pay Additional Amounts set forth in clause (iii) will not apply if the provision of any certification, identification, information, documentation or other reporting requirement described in such clause (iii) would be materially more onerous, in form, in procedure or in the substance of information disclosed, to a Holder or beneficial owner of a note (taking into account any relevant differences between U.S. law, rules, regulations or administrative practice and the law, rules, regulations or administrative practice of the Relevant Taxing Jurisdiction) than comparable information or other reporting requirements imposed under U.S. tax law, regulations and administrative practice (such as Internal Revenue Service Forms W-8BEN and W-9).

Except as described in the Fiscal Agency Agreement, the Issuer will pay when due any present or future stamp, transfer, court or documentary taxes or any other excise or property taxes, charges or similar levies imposed by the Republic of Chile (or any political subdivision or governmental authority thereof or therein having power to tax) with respect to the initial execution, delivery or registration of each Series of Notes or any other document or instrument relating thereto.

Modification of Fiscal Agency Agreement and Notes

The Fiscal Agency Agreement may be amended by the Issuer and the Fiscal Agent, without the consent of the holder of any Note of a Series for the purposes, among others, of curing any ambiguity, or of correcting or supplementing any defective or inconsistent provisions contained therein or to effect any assumption of the Issuer's obligations thereunder and under the Notes of a Series under the circumstances described under "**Consolidation, Merger, Sale or Conveyance**" above or in any other manner which the Issuer and the Fiscal Agent may deem necessary or desirable and which, in the sole determination of the Issuer, will not adversely affect the interests of the holders of Notes of a Series outstanding on the date of such amendment. Nothing in the Fiscal Agency Agreement prevents the Issuer and the Fiscal Agent from amending the Fiscal Agency Agreement in such a manner as to only have a prospective effect on Notes issued on or after the date of such amendment.

Modifications and amendments to the Fiscal Agency Agreement and, to the terms and conditions of the Notes of a Series may also be made, and future compliance therewith or past Events of Default by the Issuer may be waived, by holders of a majority in aggregate principal amount of the Notes of such Series (or, in each case, such lesser amount as shall have acted at a meeting of holders of such Notes, as described below), provided, however, that no such modification or amendment to the Fiscal Agency Agreement, or to the terms and conditions of the Notes of a Series may, without the consent of the holders of each Note of such Series affected thereby, among other things, (a) change the stated maturity of the principal of any Note of such Series

or extend the time for payment of interest thereon; (b) reduce the principal amount of any Note of such Series or reduce the amount of interest payable thereon or the amount payable thereon in the event of redemption or acceleration (or in the case of OID Notes, change the amount that would be due and payable upon an acceleration thereof); (c) change the currency of payment of principal of or any other amounts payable on any Note of such Series; (d) impair the right to institute suit for the enforcement of any such payment on or with respect to any Note of such Series; (e) reduce the above-stated percentage of the principal amount of Notes of such Series, the consent of whose holders is necessary to modify or amend the Fiscal Agency Agreement, the terms and conditions of the Notes or reduce the percentage of Notes of such Series required for the taking of action or the quorum required at any such meeting of holders of Notes of such Series; or (f) modify the foregoing requirements to reduce the percentage of outstanding Notes of such Series necessary to waive any future compliance or past default. The persons entitled to vote a majority in principal amount of the Notes of a Series outstanding shall constitute a quorum at a meeting of Noteholders of such Series except as hereinafter provided. In the absence of such a quorum, a meeting of Noteholders called by the Issuer shall be adjourned for a period of not less than 10 days, and in the absence of a quorum at any such adjourned meeting, the meeting shall be further adjourned for another period of not less than 10 days, at which further adjourned meeting persons entitled to vote 25% in principal amount of Notes of a Series at the time outstanding shall constitute a quorum. Except for modifications or amendments in (a) to (f) above which require the consent of the holders of each Note of such series affected thereby, any modifications, amendments or waivers to the Fiscal Agency Agreement, the terms and conditions of the Notes of a Series at a meeting of Noteholders require a favorable vote of holders of the lesser of (i) a majority in principal amount of the outstanding Notes of such Series or (ii) 75% of the principal amount of Notes of such Series represented and voting at the meeting. Any such modifications, amendments or waivers will be conclusive and binding on all holders of Notes of such Series, whether or not they have given such consent or were present at such meeting and whether or not notation of such modifications, amendments or waivers is made upon the Notes, and on all future holders of Notes of such Series. Any instruments given by or on behalf of any holder of a Note of a Series in connection with any consent to any such modification, amendment or waiver will be irrevocable once given and will be conclusive and binding on all subsequent holders of such Note.

Replacement of Notes and Coupons

Any Notes or coupons that become mutilated, destroyed, lost or stolen or are apparently destroyed, lost or stolen will be replaced by the Issuer at the expense of the holder upon delivery of the Notes or coupons or satisfactory evidence of the destruction, loss or theft thereof to the Issuer and the Fiscal Agent. In each case, an indemnity satisfactory to the Issuer and the Fiscal Agent may be required at the expense of the holder of such Note or coupon before a replacement Note or coupon will be issued. For so long as the Notes are listed or admitted to trading on or by any other stock exchange, competent authority and/or market and the rules of such stock exchange(s), competent authority(ies) and/or market(s) so require, a noteholder shall be able to obtain a replacement Note or coupon at the offices of the paying agent located in each location required by the rules and regulations of such stock exchange(s), competent authority(ies) and/or market(s).

Applicable Law

The Fiscal Agency Agreement and the Notes will be governed by, and construed in accordance with, the laws of the State of New York, United States of America.

Notices

The Issuer shall ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or any other relevant authority on which the Notes are for the time being listed or by which they have been admitted to listing. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of the first such publication).

Notices to holders of Registered Notes will also be given by mailing such notices to each holder by first class mail, postage prepaid, at the respective address of each holder as that address appears upon the books of the relevant Registrar.

So long as no definitive Bearer Notes are in issue in respect of a particular Series, there may, so long as the global Note(s) for such Series is or are held in its or their entirety on behalf of Euroclear and Clearstream, Luxembourg, and/or another clearance system, as the case may be, and the Notes for such Series are not listed and/or admitted to trading on a stock exchange, competent authority and/or market, or if so listed or admitted to trading, for so long as the relevant stock exchange, competent authority and/or market so permits,

be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or such other clearance system for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear, Clearstream, Luxembourg and/or such other clearance system.

Notices to be given by a Noteholder shall be in writing and given by lodging the same, together with the related Note or Notes, with the Fiscal Agent. While any Notes are represented by a global Note, such notice may be given by a Noteholder to the Fiscal Agent via Euroclear, Clearstream, Luxembourg, and/or such other clearance system, as the case may be, in such manner as the Fiscal Agent and Euroclear, Clearstream, Luxembourg and/or such other clearance system may approve for this purpose.

Consent to Service

The Issuer has designated CT Corporation System, presently located at 28 Liberty Street, New York, New York 10005, as authorized agent for service of process in any legal action or proceeding arising out of or relating to the Fiscal Agency Agreement or the Notes brought in any federal or state court in the Borough of Manhattan, the City of New York, State of New York.

Consent to Jurisdiction

(a) The Issuer irrevocably consents to the nonexclusive jurisdiction of any court of the State of New York or any United States Federal court sitting, in each case, in the Borough of Manhattan, The City of New York, New York, United States of America, and any appellate court from any thereof, and waives any immunity from the jurisdiction of such courts over any suit, action or proceeding that may be brought by the Fiscal and Paying Agent or a holder in connection with the Fiscal Agency Agreement or the Notes. The Issuer irrevocably waives, to the fullest extent permitted by law, any objection to any suit, action or proceeding that may be brought in connection with the Fiscal Agency Agreement or the Notes in such courts on the grounds of venue or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. The Issuer agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Issuer and may be enforced in any court to the jurisdiction of which the Issuer is subject by a suit upon such judgment; provided that service of process is effected upon the Issuer in the manner provided by the Fiscal Agency Agreement. Notwithstanding the foregoing, any suit, action or proceeding brought in connection with the Fiscal Agency Agreement or the Notes against the Issuer may be instituted in any competent court in the Chile.

(b) The Issuer agrees that service of all writs, process and summonses in any suit, action or proceeding brought in connection with the Fiscal Agency Agreement or the Notes against the Issuer in any court of the State of New York or any United States Federal court sitting, in each case, in the Borough of Manhattan, The City of New York, may be made upon CT Corporation System, presently located at 28 Liberty Street, New York, New York 10005.

(c) Nothing in this Section shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding against any other party or its property in the courts of other jurisdictions.

Judgment Currency

The Issuer agrees, to the fullest extent that it may effectively do so under applicable law, that (a) if for the purpose of obtaining judgment in any court it is necessary to convert the sum due in respect of the principal of, or premium or interest, if any, on the Notes of any Series (the "**Required Currency**") into a currency in which a judgment will be rendered (the "**Judgment Currency**"), the rate of exchange used shall be the rate at which, in accordance with normal banking procedures, the Fiscal and Paying Agent could purchase the Required Currency with the Judgment Currency and (b) its obligations under the Fiscal Agency Agreement to make payments in the Required Currency (i) shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgment (whether or not entered in accordance with subsection (a)), in any currency other than the Required Currency, except to the extent that such tender or recovery shall result in the actual receipt, by the payee, of the full amount of the Required Currency expressed to be payable in respect of such payments, (ii) shall be enforceable as an alternative or additional cause of action for the purpose of recovering in the Required Currency the amount, if any, by which such actual receipt shall fall short of the full amount of

the Required Currency so expressed to be payable and (iii) shall not be affected by judgment being obtained for any other sum due under the Fiscal Agency Agreement.

Annex C

[Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Program (1) with a denomination equal to or higher than €100,000 (or its equivalent in another currency) and/or (2) are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors (as defined in the Prospectus Regulation) have access.][1]

FORM OF FINAL TERMS

FINAL TERMS NO. [●]
Dated [●]

BANCO SANTANDER-CHILE (the "Issuer")
ISSUE OF MEDIUM-TERM NOTES
[●]% [Fixed Rate][Floating Rate] Notes Due [●]
Series No.: [●]

PART A CONTRACTUAL TERMS

[**MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Details of any negative target market to be included if applicable*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**"UK MiFIR"**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Details of any negative target market to be included if applicable*] . Any person subsequently offering, selling or recommending the Notes (a **"distributor"**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**BENCHMARKS REGULATION** – Amounts payable under the Notes will be calculated by reference to [specify benchmark (as this term is defined in the Benchmarks Regulation)] which is provided by [legal name of the benchmark administrator]. As at the date of these Final Terms, [legal name of the benchmark administrator] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**").

[As far as the Issuer is aware, [specify benchmark (as this term is defined in the Benchmarks Regulation)] [does not fall within the scope of the Benchmarks Regulation/the transitional provisions in Article 51 of the

[1] Where the Note is (i) not the subject of a public offer which requires the publication of a prospectus under the Prospectus Regulation and (ii) not listed on the Official List of Euronext Dublin and not admitted to trading on the regulated market of Euronext Dublin or on any other regulated market in the European Economic Area and in the United Kingdom, all references to the Prospectus Regulation and final terms for the purposes of the Prospectus Regulation, shall be deleted.

Benchmarks Regulation apply] such that [legal name of the benchmark administrator] is not currently required to obtain authorization or registration (or, if located outside the EU, recognition, endorsement or equivalence).]]

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the "**Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended or superseded (the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.]

[**PROHIBITION OF SALES TO UNITED KINGDOM RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For the purposes of this provision: (a) the expression retail investor means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA; and (b) the expression an offer includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.]

[**SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

THE NOTES DESCRIBED HEREIN HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND THE NOTES DESCRIBED HEREIN MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.

THESE FINAL TERMS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the base prospectus dated June 24, 2022 [, together with the supplement(s) thereto dated [●]] ([collectively,] the "**Base Prospectus**"). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus has been, and these Final Terms will be, published on the website of the Issuer (https://santandercl.gcs-web.com/debt-market-risk). None of the information contained on the Issuer's website is incorporated by reference into, or forms part of, this document.

[*The following alternative language applies if the first Tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date and the relevant terms and conditions from that Base Prospectus with an earlier date were incorporated by reference in this Base Prospectus:*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the Base Prospectus dated [date] [and the supplemental Base Prospectus dated [date]], which are incorporated by reference in the Base Prospectus dated June 24, 2022. This document constitutes the Final Terms of the Notes described herein for the purposes of the EU Prospectus Regulation and must be read in conjunction with the Base Prospectus dated June 24, 2022 [and the supplemental Base Prospectus dated [date]], which [together] constitute[s] a base prospectus (the "Base Prospectus") for the purposes of the EU Prospectus Regulation, including the Conditions incorporated by reference in the Base Prospectus in order to obtain all the relevant information.

The Base Prospectus and the Base Prospectus dated [date], including the Conditions have been published on the websites of Euronext Dublin and the Issuer ([address]).]

1. <u>General Information:</u>

(i)	Series Number:	[●]
(ii)	Tranche Number:	[●] [*If fungible with an existing Series, provide details of that Series, including the date on which the Notes become fungible*.]
(iii)	Trade Date:	[●]
(iv)	Settlement Date (Original Issue Date):	[●]
(v)	Maturity Date:	[●]
(vi)	Specified Currency:	[●]
(vii)	Principal Amount (in Specified Currency):	[●]
(viii)	Dealer's Discount or Commission:	[●]
(ix)	Issue Price:	[●]
(x)	Ranking:	[Senior][Subordinated]

2. <u>Payment of Additional Amounts:</u> [Applicable/Not applicable]

3. <u>Authorization/Approval</u>

(i)	Date of Board approval for issuance of Notes obtained:	[●] [Not applicable]

4. <u>Fixed Rate Notes Only Interest Rate</u>: [Applicable/Not applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*

(ii)	Fixed Interest Rate:	[●]
(iii)	Interest Payment Period:	[Annual] [Semi-Annual] [Quarterly] [Monthly]
(iv)	Fixed Interest Payment Dates:	Each [●], commencing [●]

(v) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]

(vi) Regular Record Dates (if any): [The 15th calendar day prior to each Interest Payment Date] [The business day prior to each Interest Payment Date]

(vii) Determination Dates: [Each [●]] [Not applicable] [relevant only to Registered Notes]

(viii) Interest Commencement Date: [●] [Not applicable]

5. <u>Floating Rate Notes Only Interest Rate</u>: [Applicable/Not applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*

(i) Interest Calculation: [Regular Floating Rate]
[Floating Rate/Fixed Rate]
[Inverse Floating Rate]

(ii) Interest Rate Basis: [CD Rate] [Commercial Paper Rate] [Eleventh District Cost of Funds Rate] [Federal Funds Rate] [LIBOR] [EURIBOR] [SOFR] [Treasury Rate] [Prime Rate]

(iii) Benchmark Administrator [●]

(iv) Spread (Plus or Minus): [plus/minus [●]%]

(v) Spread Multiplier: [●]

(vi) Index Maturity: [●] Months

(vii) Designated LIBOR Currency: [●]

(viii) Maximum Interest Rate: [●]

(ix) Minimum Interest Rate: [●]

(x) Interest Payment Period: [Daily/Monthly/Quarterly/Semi-annually]

(xi) Interest Payment Date: Each [list interest payment dates]

(xii) Initial Interest Rate Per Annum: To be determined [●] Business Days prior to the Original Issue Date based upon [interest rate basis plus/minus the spread amount]

(xiii) Interest Reset Periods and Dates: [Daily/monthly/quarterly/semi-annually] on each Interest Payment Date

(xiv) Interest Determination Date: [●] Business Days prior to each Interest Reset Date

(xv) Regular Record Dates (if any): [The 15th calendar day prior to each Interest Payment Date] [The business day prior to each Interest Payment Date] [relevant only to Registered Notes] [Not applicable]

(xvi) Day Count Fraction: [Actual/Actual] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]

(xvii) Calculation Agent: [Fiscal Agent] [Other][if Other, insert name]

(xviii) Calculation Method:	[Not Applicable] [SOFR Compound with Lookback]/[SOFR Compound with Payment Delay] (*Include where the Reference Rate is SOFR*)
(xix) Interest Payment Delay:	[Not Applicable] [[specify] U.S. Government Securities Business Day(s)] (*Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound with Payment Delay*)
(xx) Interest Payment Period End Dates:	[Not Applicable] [specify] (*Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound with Payment Delay*)
(xxi) SOFR Cut-Off Date:	[Not Applicable] [As per the Base Prospectus]/[[specify] U.S. Government Securities Business Days] (*Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound with Payment Delay*)
(xxii) SOFR Replacement Alternatives Priority:	[Not Applicable] [As per the Base Prospectus]/[specify order of priority of SOFR Replacement Alternatives listed in item (ii) of the definition of "SOFR Replacement" contained in the Base Prospectus] (*Include where the Reference Rate is SOFR*)
(xxiii) Lookback Period ("p"):	[Not Applicable] [[specify] U.S. Government Securities Business Days] (*Include where the Reference Rate is SOFR and the Calculation Method is SOFR Compound with Lookback)*)

6. <u>Repayment and Redemption:</u>

(i) Issuer Optional Redemption Date:	[Applicable/Not Applicable][if applicable, provide date]
(ii) Noteholder Optional Redemption Date:	[Applicable/Not Applicable][if applicable, provide date]
(iii) Optional Redemption Price:	[Applicable/Not applicable] [if applicable, specify agent calculating the Make Whole Amount] [if applicable, specify spread]
(iv) Tax Redemption:	[Applicable. The Notes are redeemable at the Issuer's option in whole (but not in part), upon giving not less than 30 nor more than 60 days' notice to the holders of the Notes, at the principal amount outstanding plus Additional Amounts, if any, together with accrued and unpaid interest to the date fixed for redemption if the Issuer has or will become obligated to pay Additional Amounts with respect to the Notes in excess of the 4.0% withholding tax currently payable on payments of interest on such Notes as a result of any change in or amendment to the laws or regulations in Chile, and such obligation cannot be avoided by the Issuer taking reasonable measures available to the Issuer, as set forth in the Base Prospectus under "Description of the Notes— Redemption Prior to Maturity Solely for Taxation Reasons."][Not applicable.]
(v) Calculation Agent:	[Applicable/Not Applicable] [Fiscal Agent] [Other]

7. <u>Extendible Notes:</u>

(i) Initial Maturity Date: [●]

(ii) Election Date: [●]

(iii) Final Maturity Date: [●]

8. Form of Notes:

(i) Temporary global Note to permanent global Note	[Applicable/Not applicable][Bearer/Registered]
(ii) Permanent global Note	[Applicable/Not applicable][Bearer/Registered]
(iii) Bearer Note	[Applicable/Not applicable]
(iv) Registered Notes	[Applicable/Not applicable]
(v) New Global Note ("NGN")	[Applicable/Not applicable][Bearer]
(vi) Exchange of temporary global Notes into definitive Bearer Notes:	[Not applicable][Specify Exchange Date]
(vii) Exchange of permanent global Notes into definitive Bearer Notes:	[Not applicable] [Specify Exchange Date]
(viii) Exchange of definitive Bearer Notes into Registered Notes:	[Not applicable] [Specify Exchange Date]
(ix) Exchange of Registered Notes into Registered Notes in other authorized denominations:	[Not applicable] [Specify Exchange Date]

9. U.S. Selling Restrictions: [Rule 144A restrictions on transfers and Regulation S Compliance Category 2]; [TEFRA C/TEFRA D/TEFRA not applicable]

10. Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]

11. Prohibition of Sales to UK Retail Investors [Applicable/Not Applicable]

12. Prospectus Regulation: [Exempt/Non-exempt Offer]

13. Distribution: [Rule 144A/Regulation S]

14. Denominations: The Notes will be available in denominations of [●] and integral multiples of [●] in excess thereof.

15. Managers: [●]: [●](*List all Managers (legal names)* (*List amount*)

(i) The Notes are being purchased[, on a several and not joint basis,] by the following financial institutions (each a "Manager" and collectively, the "Managers") in the respective amounts set forth next to the name of each Manager pursuant to a Terms Agreement between Issuer and the Managers dated [●], executed under the Dealer Agreement. To the extent that any of the Managers are not named as Dealers in the

Total: [●]

Dealer Agreement, Banco Santander-Chile has appointed them as Dealers thereunder for this transaction pursuant to the relevant Terms Agreement.

(ii) Stabilizing manager(s) [●][Not applicable]

Part B Other Information

1. Admissions to Listing and Trading:

[(i) Application [has been][is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List and trading on the regulated market of Euronext Dublin with effect from [•] [the Issue Date].]

[(ii) Application [has been][is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the [regulated market of the Luxembourg Stock Exchange]/[[regulated market] [Freiverkehr] of the Frankfurt Stock Exchange]/[regulated market of the SIX Swiss Exchange] with effect from [•] [the Issue Date].]

[Estimated total expenses related to the admission to trading [•]]

[Not Applicable]

2. Ratings:

The Notes to be issued [have been][are expected to be] rated:

(i)	Moody's:	[●][Not applicable]
(ii)	Standard & Poor's:	[●][Not applicable]
(iii)	Fitch:	[●][Not applicable]
(iv)	[Other]:	[●][*Insert the full legal name of credit rating agency*] [[*Insert the full legal name of credit rating agency*] is [not] incorporated in the European Union [or][and] registered under Regulation (EC) No 1060/2009, as amended by Regulation (EC) No 513/2011.]

3. Interests of Natural and Legal Persons Involved in the Issue:

[●]/[So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The Dealers and their affiliates have engaged, and/or may in the future engage, in investment banking and/or commercial banking transactions with, and/or may perform other services for, the Issuer and its affiliates in the ordinary course of business.]

4. Use of Proceeds, Estimated Net Proceeds and Total Expenses:

(i)	Use of proceeds:	[General corporate purposes][●]
(ii)	Estimated net proceeds to Banco Santander-Chile (in Specified Currency):	[●]
(iii)	Estimated total expenses:	[●]

5. Fixed Rate Notes only Yield:

(i)	Indication of yield as of the Original Issue Date:	[●][Not applicable]

6. Operational Information:

(i)	ISIN:	[●]
(ii)	Common Code:	[●]
(iii)	Book-entry Clearing Systems:	[Euroclear Bank S.A./N.V.][Clearstream Banking, S.A.][The Depository Trust Company]
(iv)	Names and addresses of additional Paying Agent(s) (if any):	[Not applicable] [●]

7. Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][include this text for registered notes] and does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] /

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][include this text for registered notes] . Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

Fourth Supplement dated December 5, 2022 to the
Base Prospectus dated June 24, 2022

Banco Santander Chile

(Santiago, Chile)

U.S.$5,500,000,000
Medium Term Notes Program

FOURTH PROSPECTUS SUPPLEMENT UPDATING THE BASE PROSPECTUS

Banco Santander Chile (the "**Issuer**" or with its consolidated subsidiaries "**Santander Chile Group**") has prepared this fourth prospectus supplement (the "**Fourth Prospectus Supplement**") in connection with Medium Term Notes (the "**Notes**") issued from time to time under the Issuer's Medium Term Note Program (the "**Program**"). The Issuer has also prepared a prospectus dated June 24, 2022 (the "**Base Prospectus**," as amended or updated from time to time and including all information incorporated by reference therein), a first prospectus supplement dated August 25, 2022 (the "**First Prospectus Supplement**"), a second prospectus supplement dated September 7, 2022 (the "**Second Prospectus Supplement**") and a third prospectus supplement dated October 3, 2022 (the "**Third Prospectus Supplement**" and, together with the Base Prospectus, the "**Prospectus**") for use in connection with the issue of Notes under the Program. This Fourth Prospectus Supplement amends and updates the Prospectus, and should be read in conjunction with the Prospectus and constitutes a supplement for the purposes of Article 23 of the Prospectus Regulation.

The Fourth Prospectus Supplement has been approved by the Central Bank of Ireland (the "**Central Bank**") as competent authority under the Prospectus Regulation. The Central Bank only approves this Fourth Prospectus Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes issued under the Program. Investors should make their own assessment as to the suitability of investing in the Notes issued under the Program.

The Issuer accepts responsibility for the information contained in this Fourth Prospectus Supplement. To the best of the knowledge of the Issuer, the information contained in this Fourth Prospectus Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

On December 1, 2022, the Issuer entered into an Agreement of Resignation, Appointment and Acceptance with Bank of America, National Association, Bank of America, National Association, London Branch, Bank of America Europe DAC and Citibank, N.A., London Branch pursuant to which the parties agreed that Bank of America, National Association, as U.S. Paying Agent, U.S. Transfer Agent and U.S. Registrar, Bank of America, National Association, London Branch, as Fiscal Agent, Non-U.S. Paying Agent and Non-U.S. Transfer Agent, and Bank of America Europe DAC, as European Registrar, would be substituted by Citibank, N.A., London Branch as Fiscal Agent, Paying Agent, Transfer Agent and Registrar for all Notes issued pursuant that certain Fiscal and Paying Agency Agreement, dated as of June 30, 2016, among the Issuer, Bank of America, National Association, as U.S. Paying Agent, U.S. Transfer Agent and U.S. Registrar, Bank of America, National Association, London Branch, as Fiscal Agent, Non-U.S. Paying Agent and Non-U.S. Transfer Agent, and Bank of America Europe DAC, as European Registrar (the "Existing Fiscal Agency Agreement"). In connection therewith, the Issuer and Citibank, N.A. agreed to amend and restated the Existing Fiscal Agency Agreement as of December 1, 2022.

Pursuant to this Fourth Prospectus Supplement, (i) all references to " Bank of America, National Association," " Bank of America, National Association, London Branch" and " Bank of America Europe DAC" in the Base Prospectus are hereby replaced with " Citibank, N.A., London Branch," (ii) all references to the Non-U.S. Paying Agent and U.S. Paying Agent are hereby eliminated and replaced with references to the " Paying Agent," all references to the Non-U.S. Transfer Agent and U.S. Transfer Agent are hereby eliminated and replaced with references to the " Transfer Agent" and all references to the U.S. Registrar and European Registrar are hereby eliminated and replaced with references to the " Registrar" and (iii) all references to the Fiscal Agent, a Paying Agent, a Transfer Agent, an Existing Agent and/or a Registrar shall be to Citibank, N.A., London Branch.

General

This Fourth Prospectus Supplement will be published in electronic form on the website of the Issuer (https://santandercl.gcs-web.com/debt-market-risk).

This Fourth Prospectus Supplement, the Third Prospectus Supplement, the Second Prospectus Supplement, the First Prospectus Supplement and the Base Prospectus should be read in conjunction with all documents which are deemed to be incorporated by reference, and for a particular issue of Notes in conjunction with any applicable Final Terms.

To the extent there is any inconsistency between (a) any statement in this Fourth Prospectus Supplement and (b) any other statement in or incorporated by reference into the Prospectus prior to the date of this Fourth Prospectus Supplement, the statements in (a) will prevail.

Save as disclosed in this Fourth Prospectus Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus, the First Prospectus Supplement, the Second Prospectus Supplement or the Third Prospectus Supplement since their respective publication dates.

Fifth Supplement dated March 23, 2023 to the Base Prospectus dated June 24, 2022

Banco Santander-Chile

(Santiago, Chile)

U.S.$5,500,000,000
Medium Term Notes Program

FIFTH PROSPECTUS SUPPLEMENT INCORPORATING BY REFERENCE THE ANNUAL REPORT ON FORM 20-F FOR THE YEAR ENDED DECEMBER 31, 2022, AS FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") ON FEBRUARY 23, 2023 (THE "ANNUAL REPORT") OF BANCO SANTANDER-CHILE

Banco Santander-Chile (the "**Issuer**" or with its consolidated subsidiaries "**Santander Chile Group**") has prepared this fifth prospectus supplement (the "**Fifth Prospectus Supplement**") in connection with Medium Term Notes (the "**Notes**") issued from time to time under the Issuer's Medium Term Note Program (the "**Program**"). The Issuer has also prepared a prospectus dated June 24, 2022 (the "**Base Prospectus**," as amended or updated from time to time and including all information incorporated by reference therein), a first prospectus supplement dated August 25, 2022 (the "**First Prospectus Supplement**"), a second prospectus supplement dated September 7, 2022 (the "**Second Prospectus Supplement**"), a third prospectus supplement dated October 3, 2022 (the "**Third Prospectus Supplement**") and a fourth prospectus supplement dated December 5, 2022 (the "**Fourth Prospectus Supplement**" and, together with the Base Prospectus, the First Prospectus Supplement, the Second Prospectus Supplement, the Third Prospectus Supplement and the Fourth Prospectus Supplement, the "**Prospectus**") for use in connection with the issue of Notes under the Program. This Fifth Prospectus Supplement amends and updates the Prospectus, and should be read in conjunction with the Prospectus and constitutes a supplement for the purposes of Article 23 of the Prospectus Regulation.

The Fifth Prospectus Supplement has been approved by the Central Bank of Ireland (the "**Central Bank**") as competent authority under the Prospectus Regulation. The Central Bank only approves this Fifth Prospectus Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes issued under the Program. Investors should make their own assessment as to the suitability of investing in the Notes issued under the Program.

The Annual Report has been previously published and has been filed with the Central Bank of Ireland, and shall be deemed to be incorporated by reference in, and to form part of, this Fifth Prospectus Supplement. The Annual Report will be available for collection and inspection as set out in the section "Documents on Display" on page 146 of the Base Prospectus and is available at the following link: https://santandercl.gcs-web.com/financials/annual-reports.

The Issuer accepts responsibility for the information contained in this Fifth Prospectus Supplement. To the best of the knowledge of the Issuer the information contained in this Fifth Prospectus Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

The purpose of this Fifth Prospectus Supplement is to incorporate by reference the Annual Report to the Prospectus.

This Fifth Prospectus Supplement will be published in electronic form on the website of the Issuer (https://santandercl.gcs-web.com/debt-market-risk).

This Fifth Prospectus Supplement, the First Prospectus Supplement, the Second Prospectus Supplement, the Third Prospectus Supplement, the Fourth Prospectus Supplement and the Base Prospectus should be read in conjunction with all documents which are deemed to be incorporated by reference, and for a particular issue of Notes in conjunction with any applicable Final Terms. If the document incorporated by reference in this Fifth Prospectus Supplement itself incorporates any information or other documents therein, either expressly or implicitly, such information or other documents will not form part of this Fifth Prospectus Supplement except where such information or other documents are specifically incorporated by reference or attached to this Fifth Prospectus Supplement. For information specifically incorporated by reference hereto, please see "Cross-reference List of Documents Incorporated by Reference" below.

To the extent there is any inconsistency between (a) any statement in this Fifth Prospectus Supplement or any statement incorporated by reference into the Base Prospectus by this Fifth Prospectus Supplement and (b) any other statement in or incorporated by reference into the Base Prospectus prior to the date of this Fifth Prospectus Supplement, the statements in (a) will prevail.

Save as disclosed in this Fifth Prospectus Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus, the First Prospectus Supplement, the Second Prospectus Supplement, the Third Prospectus Supplement or the Fourth Prospectus Supplement since their respective publication dates.

See "Item 3. Key Information—Risk Factors" in the Annual Report and "Risk Factors" in the Base Prospectus for a discussion of certain risks that should be considered in connection with certain types of Notes which may be offered under the Program.

Presentation of Financial Information

The Issuer's financial information presented in the Annual Report has been prepared in accordance with International Financial Reporting Standards ("**IFRS**").

There has been no material adverse change in the prospects of the Issuer since December 31, 2022.

There has been no significant change in the financial position of the Santander Chile Group since December 31, 2022.

Copies of the document incorporated by reference in this Fifth Prospectus Supplement can be obtained free of charge online as set out in the section "Documents on Display" on page 146 of the Base Prospectus. Copies of the document incorporated by reference in this Fifth Prospectus Supplement are also available on the SEC's website at www.sec.gov.

Cross-reference List of Documents Incorporated by Reference

The following information is set forth in the Annual Report:

ANNUAL REPORT	**Page(s)**
CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS	ii-iii
CERTAIN TERMS AND CONVENTIONS	iv
PRESENTATION OF FINANCIAL INFORMATION	iv-v