16 November 2023

SUPPLEMENT 3/2023 TO THE GSSP EU BASE PROSPECTUS

BARCLAYS BANK PLC
(Incorporated with limited liability in England and Wales)

Pursuant to the Global Structured Securities Programme

Introduction

This supplement dated 16 November 2023 (the "**Supplement**") is supplemental to, and must be read in conjunction with, the Securities Note relating to the GSSP EU Base Prospectus dated 13 April 2023 (as supplemented on 26 September 2023 and 17 October 2023, and as may be further supplemented from time to time, the "**EU Base Prospectus Securities Note**") as prepared by Barclays Bank PLC in its capacity as issuer (the "**Issuer**") which, together with the Issuer's Registration Document 10/2023 dated 16 March 2023 (as supplemented on 18 August 2023, and as may be further supplemented from time to time, the "**Registration Document 10/2023**"), constitutes a base prospectus drawn up as separate documents (the "**Base Prospectus**") for the purposes of Article 8 of Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**") in respect of its Global Structured Securities Programme (the "**Programme**").

This Supplement constitutes a supplement in respect of the Base Prospectus for the purposes of Article 23 of the EU Prospectus Regulation. This Supplement has been approved as a supplementary prospectus by the Central Bank of Ireland as competent authority under the EU Prospectus Regulation. The Central Bank of Ireland only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the securities (the "**Securities**") that are the subject of this Supplement. Investors should make their own assessment as to the suitability of investing in the Securities.

The Issuer accepts responsibility for the information contained in this Supplement and declares that, to the best of its knowledge, the information contained in this Supplement is in accordance with the facts and contains no omission likely to affect its import. Save as disclosed in this Supplement, no significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus (as supplemented by this Supplement), is capable of affecting the assessment of securities issued pursuant to the Base Prospectus has arisen or been noted, as the case may be, since the publication of the Base Prospectus (as supplemented by this Supplement at the date hereof) by the Issuer.

Purpose

The purpose of this Supplement is to make certain technical supplementary changes to the "*Terms and Conditions of the Securities*"; "*Form of Final Terms (Notes and Redeemable Certificates)*" and "*Form of Final Terms (Exercisable Certificates)*" sections of the EU Base Prospectus Securities Note.

Updates and supplements

A) TERMS AND CONDITIONS OF THE SECURITIES

The following information in the section entitled "*Terms and Conditions of the Securities*" on pages 116 to 550 is amended pursuant to this Supplement:

1. Paragraph (b) (*Cash Settlement*) and (c) (*Cash or Physical Settlement*) of General Condition 16.2 (*Capped Settlement*) on pages 276 to 279 are amended and replaced in their entirety with the following:

"(b) **Cash Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following:

(i) if the Issue Terms specifies 'Downside' to be 'Not Applicable' and:

(A) if:

(I) the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable' and a Worst-of Memorizer Event has occurred; OR

(II) the Vanilla Barrier Type is Autocall:

(1) FP ≥ FBP; or

(2) FP ≥ SPP;

(III) the Vanilla Barrier Type is Reverse Convertible and FP ≥ SPP;

(IV) the Knock-in Barrier Type is American, the American Barrier Type is Autocall and:

(1) FP ≥ FBP;

(2) FP ≥ SPP; or

(3) a Knock-in Trigger Event has not occurred;

(V) the Knock-in Barrier Type is American, the American Barrier Type is Reverse Convertible and:

(4) FP ≥ SPP; or

(5) a Knock-in Trigger Event has not occurred; or

(VI) the Knock-in Barrier Type is European and FP ≥ Knock-in Barrier Percentage,

then:

$$100\% \times \text{Calculation Amount}$$

(B) otherwise, provided that the Issue Terms specifies 'Downside' to be 'Not Applicable' and:

(I) the Issue Terms specifies 'Unleveraged Put' to be 'Not Applicable':

$$(\text{FP}/\text{SPP}) \times \text{Calculation Amount}$$

(II) the Issue Terms specifies 'Unleveraged Put' to be 'Applicable':

$$\text{Max}[0, (\text{FP} - \text{SPP}) + 100\%] \times \text{Calculation Amount}$$

(ii) if the Issue Terms specifies 'Downside' to be 'Applicable' and either:

(A) either:

(I) the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable' and a Worst-of Memorizer Event has occurred; OR

(II) the Knock-in Barrier Type is American, the American Barrier Type is Reverse Convertible and:

(1) FP ≥ SPP;

(2) DFP ≥ SPP; or

(3) a Knock-in Trigger Event has not occurred; or

(III) the Knock-in Barrier Type is European and:

(4) FP ≥ SPP; or

(5) DFP ≥ Knock-in Barrier Percentage,

then:

$$100\% \times \text{Calculation Amount}$$

(B) otherwise, provided that the Issue Terms specifies 'Downside' to be 'Applicable':

$$(\text{DFP}/\text{SPP}) \times \text{Calculation Amount}$$

(c) **Cash or Physical Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash or Physical', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if the Issue Terms specifies 'Downside' to be 'Not Applicable' and:

(A) if:

(I) the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable' and a Worst-of Memorizer Event has occurred; OR

(II) the Vanilla Barrier Type is Autocall:

(1) FP ≥ FBP; or

(2) FP ≥ SPP;

(III) the Vanilla Barrier Type is Reverse Convertible and FP ≥ SPP;

(IV) the Knock-in Barrier Type is American, the American Barrier Type is Autocall and:

(3) FP ≥ FBP;

(4) FP ≥ SPP; or

(5) a Knock-in Trigger Event has not occurred;

(V) the Knock-in Barrier Type is American, the American Barrier Type is Reverse Convertible and:

(6) FP ≥ SPP; or

(7) a Knock-in Trigger Event has not occurred; or

(VI) the Knock-in Barrier Type is European and FP ≥ Knock-in Barrier Percentage,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount per Calculation Amount in the Settlement Currency equal to 100% × Calculation Amount;

(B) otherwise, provided that the Issue Terms specifies 'Downside' to be 'Not Applicable' and:

(I) the Issue Terms specifies 'Unleveraged Put' to be 'Not Applicable', a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

(II) the Issue Terms specifies 'Unleveraged Put' to be 'Applicable', a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\text{Max}[0, (\text{FP} - \text{SPP}) + 100\%] \times \text{Calculation Amount}$$

(ii) if the Issue Terms specifies 'Downside' to be 'Applicable' and:

(A) either:

(I) the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable' and a Worst-of Memorizer Event has occurred; OR

(II) the Knock-in Barrier Type is American, the American Barrier Type is Reverse Convertible and:

(1) FP ≥ SPP;

(2) DFP ≥ SPP; or

(3) a Knock-in Trigger Event has not occurred; or

(III) the Knock-in Barrier Type is European and:

(4) FP ≥ SPP; or

(5) DFP ≥ Knock-in Barrier Percentage,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount per Calculation Amount in the Settlement Currency equal to 100% × Calculation Amount;

(B) otherwise, provided that the Issue Terms specifies 'Downside' to be 'Applicable', a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{Final Valuation Price}}{\text{Strike Price}}\right) \times \text{Calculation Amount}$$

In respect of the relevant Downside Underlying Asset(s) only, references to the Deliverable Underlying Asset, Final Valuation Price, Strike Price and other relevant terms shall be construed in respect of such Downside Underlying Asset(s).";

2. A new definition is inserted in paragraph (d) (*Relevant defined terms*) of General Condition 16.2 (*Capped Settlement*) on pages 279 to 283 in the relevant alphabetical order as follows:

""**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.";

3. Paragraph (b) (*Cash Settlement*) of General Condition 16.22 (*Supertracker Settlement (FX)*) on pages 325 to 326 is amended and replaced in its entirety with the following:

"(b) **Cash Settlement**

Provided that none of an Optional Early Settlement Event, or a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer by payment on the Scheduled Settlement Date of a cash amount in the Settlement Currency per Calculation Amount (the "**Final Cash Settlement Amount**") determined on the Final Observation Date by the Determination Agent as follows:

(i) If the Issue Terms specifies 'Supertracker Settlement (FX) – Capped and Floored' to be 'Applicable' and:

(A) if the Upside Strike Shift Performance(f) is greater than or equal to zero:

$$\begin{aligned}&\text{Fixed Settlement Amount}\\&\quad + (\text{CA} \times \text{Participation}_{(\text{Settlement})}\\&\quad \times \text{Min}(\text{Upside Strike Shift Performance(f)}, \text{Cap}_{(\text{Settlement})}))\end{aligned}$$

(B) otherwise, if the Upside Strike Shift Performance(f) is less than zero and:

(1) the Downside Strike Shift Performance(f) is less than or equal to zero:

$$\begin{aligned}&\text{Fixed Settlement Amount}\\&\quad + (\text{CA} \times \text{Max}(\text{Downside Strike Shift Performance(f)}, \text{Floor}))\end{aligned}$$

(2) otherwise, the Fixed Settlement Amount;

(ii) if the Issue Terms specifies 'Supertracker Settlement (FX) – Vanilla' to be 'Applicable' and:

(A) if the Upside Strike Shift Performance(f) is greater than or equal to zero:

$$\text{Fixed Settlement Amount} + (\text{CA} \times \text{Participation}_{(Settlement)} \times \text{Upside Strike Shift Performance(f)})$$

(B) otherwise, if the Upside Strike Shift Performance(f) is less than zero and:

(1) if the Downside Strike Shift Performance(f) is less than or equal to zero:

$$\text{Fixed Settlement Amount} + (\text{CA} \times \text{Downside Strike Shift Performance(f)})$$

(2) otherwise, Fixed Settlement Amount; or

(iii) if the Issue Terms specifies 'Supertracker Settlement (FX) – Barrier Protection' to be 'Applicable' and:

(A) if the Upside Strike Shift Performance(f) is greater than or equal to zero:

$$\text{Fixed Settlement Amount} + (\text{CA} \times \text{Participation}_{(\text{Settlement})} \times \text{Upside Strike Shift Performance(f)})$$

(B) otherwise, if the Upside Strike Shift Performance(f) is less than zero and:

(1) if the Downside Strike Shift Performance(f) is less than or equal to zero and the Barrier Condition has been satisfied:

$$\text{Fixed Settlement Amount} + (\text{CA} \times \text{Downside Strike Shift Performance(f)})$$

(2) otherwise, Fixed Settlement Amount; or

(iv) if the Issue Terms specifies 'Supertracker Settlement (FX) – Plateau Booster' to be 'Applicable' and:

(A) the Upside Strike Shift Performance1(f) is greater than or equal to zero:

$$\begin{aligned}&\text{Fixed Settlement Amount}\\&\quad + \Big(\text{CA} \times \text{Participation1}_{(\text{Settlement})}\\&\quad \times \text{Min}\big(\text{Upside Strike Shift Performance1(f)}, \text{Cap}_{(\text{Settlement})}\big)\Big)\\&\quad + \text{Upside Bonus}\end{aligned}$$

(B) the Upside Strike Shift Performance1(f) is less than zero and:

(1) the Downside Strike Shift Performance(f) is less than or equal to zero and 'Barrier Condition' is specified to be 'Applicable' in the Issue Terms and the Barrier Condition has been satisfied:

$$\begin{aligned}&\text{Fixed Settlement Amount}\\&+ [\text{CA} \times \text{Max(Downside Strike Shift Performance(f), Floor)}]\\&+ \text{Upside Bonus}\end{aligned}$$

(2) otherwise, in all other cases, the Fixed Settlement Amount + Upside Bonus

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply. For the avoidance of doubt the Final Cash Settlement Amount shall not be less than zero."; and

4. Paragraph (b) (R*elevant defined terms*) of General Condition 16.22 (*Supertracker Settlement (FX)*) on pages 326 to 328 is amended by inserting the following new definitions in the relevant alphabetical order:

- ""**Participation1$_{(Settlement)}$**" means the level specified as such in the Issue Terms.
- "**Participation2$_{(Settlement)}$**" means the level specified as such in the Issue Terms.
- "**Upside Bonus**" means:

  (i) if the Upside Strike Shift Performance2(f) is greater than or equal to zero, an amount determined in accordance with the following formula:

  $$\text{CA} \times \text{Participation2}_{(\text{Settlement})} \times \text{Upside Strike Shift Performance2(f)}$$

  (ii) otherwise, zero.

- "**Upside Strike Shift1**" means:

  (i) if 'Upside Strike Shift1 Participation' is specified as 'Applicable', Participation1$_{(Settlement)}$ multiplied by the Upside Strike Shift1 Level, or

  (ii) if 'Upside Strike Shift1 Participation' is specified as 'Not Applicable', the Upside Strike Shift1 Level.

- "**Upside Strike Shift2**" means:

  (i) if 'Upside Strike Shift2 Participation' is specified as 'Applicable', Participation1$_{(Settlement)}$ multiplied by the Upside Strike Shift2 Level, or

  (ii) if 'Upside Strike Shift2 Participation' is specified as 'Not Applicable', the Upside Strike Shift2 Level.

- "**Upside Strike Shift1 Level**" means the level specified as such in the Issue Terms.
- "**Upside Strike Shift2 Level**" means the level specified as such in the Issue Terms.
- "**Upside Strike Shift Performance1(f)**" means FX Performance(f) plus the Upside Strike Shift1.
- "**Upside Strike Shift Performance2(f)**" means FX Performance(f) plus the Upside Strike Shift2.".

B) "FORM OF FINAL TERMS (NOTES AND REDEEMABLE CERTIFICATES)"

The following information in the section entitled "*Form of Final Terms (Notes and Redeemable Certificates)*" on pages 596 to 662 of the EU Base Prospectus Securities Note is amended pursuant to this Supplement:

1. The following new items 22(s) and 22(t) (as renumbered in accordance with any previous supplement) shall be inserted immediately after existing item 22(r)

(*Participation*$_{(Settlement)}$) on page 628 as follows (and all subsequent items (and cross references thereto) shall be renumbered accordingly):

"(s)	[Participation1$_{(Settlement)}$:]	[●]
(t)	Participation2$_{(Settlement)}$:	[●]";

2. Item 22(ll) (*Supertracker Settlement (FX)*) (renumbered in accordance with this Supplement and any previous supplement) on page 630 is amended and replaced in its entirety by the following:

"(ll)	[Supertracker Settlement (FX):]	[Not Applicable][Applicable: [Supertracker Settlement (FX) – Capped and Floored] [Supertracker Settlement (FX) – Vanilla] [Supertracker Settlement (FX) – Barrier Protection] [Supertracker Settlement (FX) – Plateau Booster]";

3. The following new item (renumbered in accordance with this Supplement and any previous supplement) shall be inserted immediately after existing item 22(rrr) *(Short Downside Participation*) under the sub-heading "*Provisions relating to Final Settlement*" on pages 631 to 632 as follows (and all subsequent items (and cross references thereto) shall be renumbered accordingly):

"(sss)	[Unleveraged Put:]	[Applicable][Not Applicable]";

4. The following new items (renumbered in accordance with this Supplement and any previous supplement) shall be inserted under the sub-heading "*Provisions relating to Final Settlement*" immediately at the end of item 22 on page 632 as follows (and all subsequent items (and cross references thereto) shall be renumbered accordingly):

"(cccc)	[Upside Strike Shift1 Participation:]	[[Applicable][Not Applicable] [Upside Strike Shift1 Level: [●]]]
(dddd)	[Upside Strike Shift2 Participation:]	[[Applicable][Not Applicable] [Upside Strike Shift2 Level: [●]]]"; and

5. The second paragraph under section 3 "[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]]" of Part B (*Other Information*) on pages 653 to 654 is amended and replaced in its entirety by the following:

"[*Include for offers/issues in Italy*: A marketing fee/*specify other* of [up to] [●] [of the Issue Price/*specify other*] will be paid where applicable to [a] marketing advisor[s] in respect of the [issue/offer]. [Marketing fees can be revised down at the Issuer's discretion.] [A fee may be paid for marketing activities in respect of the [issue/offer].] [A fee up to EUR [●] per issuance may be paid for marketing activities in respect of the [issue/offer].]".

C) "FORM OF FINAL TERMS (EXERCISABLE CERTIFICATES)"

The following information in the section entitled "*Form of Final Terms (Exercisable Certificates)*" on pages 663 to 724 of the EU Base Prospectus Securities Note is amended pursuant to this Supplement:

1. The following new items 24(s) and 24(t) (as renumbered in accordance with any previous supplement) shall be inserted immediately after existing item 24(r) (*Participation*$_{(Settlement)}$) on page 694 as follows (and all subsequent items (and cross references thereto) shall be renumbered accordingly):

"(s)	[Participation1$_{(Settlement)}$:]	[●]
(t)	Participation2$_{(Settlement)}$:	[●]";

2. Item 24(ll) (*Supertracker Settlement (FX)*) (renumbered in accordance with this Supplement and any previous supplement) on page 696 is amended and replaced in its entirety by the following:

"(ll)	[Supertracker Settlement (FX):]	[Not Applicable][Applicable: [Supertracker Settlement (FX) – Capped and Floored] [Supertracker Settlement (FX) – Vanilla] [Supertracker Settlement (FX) – Barrier Protection] [Supertracker Settlement (FX) – Plateau Booster]";

3. The following new item (renumbered in accordance with this Supplement and any previous supplement) shall be inserted immediately after existing item 24(rrr) *(Short Downside Participation*) under the sub-heading "*Provisions relating to Settlement on Exercise*" on page 697 as follows (and all subsequent items (and cross references thereto) shall be renumbered accordingly):

"(sss)	[Unleveraged Put:]	[Applicable][Not Applicable]";

4. The following new items (renumbered in accordance with this Supplement and any previous supplement) shall be inserted under the sub-heading "*Provisions relating to Settlement on Exercise*" immediately at the end of item 24 on page 698 as follows (and all subsequent items (and cross references thereto) shall be renumbered accordingly):

"(cccc)	[Upside Strike Shift1 Participation:]	[[Applicable][Not Applicable] [Upside Strike Shift1 Level: [●]]]
(dddd)	[Upside Strike Shift2 Participation:]	[[Applicable][Not Applicable] [Upside Strike Shift2 Level: [●]]]"; and

5. The second paragraph under section 3 "[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]]" of Part B (*Other Information*) on pages 717 to 718 is amended and replaced in its entirety by the following:

"[*Include for offers/issues in Italy*: A marketing fee/*specify other* of [up to] [●] [of the Issue Price/*specify other*] will be paid where applicable to [a] marketing advisor[s] in respect of the [issue/offer]. [Marketing fees can be revised down at the Issuer's discretion.] [A fee may be paid for marketing activities in respect of the [issue/offer].]

[A fee up to EUR [●] per issuance may be paid for marketing activities in respect of the [issue/offer].]".

To the extent that there is any inconsistency between (a) any statement in this Supplement (in relation to the Base Prospectus) and (b) any other statement in, or incorporated by reference in the Base Prospectus, the statements in (a) above shall prevail.

In accordance with Article 23(2) of the EU Prospectus Regulation, investors who have already agreed to purchase or subscribe for securities pursuant to the Base Prospectus before this Supplement is published, and for whom any of the information in this Supplement relates to the issue of the relevant Securities (within Article 23(4) of the EU Prospectus Regulation) have the right, exercisable within two working days after the publication of this Supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy to which this Supplement relates arose or was noted before the closing of the offer period or the delivery of the securities, whichever occurs first. Investors may contact the relevant distributor of such securities in connection therewith should they wish to exercise such right of withdrawal. The final date of such right of withdrawal is 20 November 2023.

The date of this Supplement is 16 November 2023